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200 NORTH SPRING STREET
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LOS ANGELES, CA 90012

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http://bpw.lacity.org

May 12, 2026

The Honorable City Council
Room No. 395
City Hall

BPW-2026-0173

PREQUEST FOR AUTHORITY – AMENDMENT NO. 2 – CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

As recommended in the accompanying report from the Directors of the Bureaus of Street Services and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the City Council:

1. DECLARE that there is an urgent necessity for the preservation of life, health, or property to continue hazardous waste disposal and associated disaster recovery services in the Palisades area pursuant to Charter Section 371(e)(5), subject to the approval of the City Council;

2. APPROVE Amendment No. 2 to Personal Services Contract for Routine and Emergency Response Hazardous Waste Management Services with Clean Harbors Environmental Services, Inc. for a nine-month term from January 22, 2026 to October 21, 2026 in order to: 1) add a Disaster Recovery Services price schedule inclusive of prevailing wage rates; 2) add two additional subcontractors; and 3) increase the contract ceiling by $7.5 million, for a new contract ceiling of $32.5 million;

3. FORWARD this report with transmittals, to the Mayor's Office (pursuant to Mayoral Executive Directive No. 3 [ED-3, Villaraigosa Series]) with the request that the Board be authorized to execute the Amendment No. 2 subsequent to ED-3 and City Council approval; and

4. AUTHORIZE the President or two members of the Board to execute the Second Amendment upon approval by the Mayor's Office for ED-3 review and City Council.

(W.O.: M0017209, M0017318, M0017623, C-145476)

Fiscal Impact: If Amendment No. 2 is approved, the contract ceiling would be increased to $32.5 million for the initial five-year term including Amendment Nos. 1 and 2, and shall be increased by $8.0 million for each three-year renewal extension exercised. This is an as-needed contract and as recommended, the City would be obligated to spend this amount if not needed.

Funding for Amendment No. 2 would derive from Fund 100, Department 86: 1) Account 003040 entitled Contractual Services ($3.75 Million) and 2) Account No. 003030 – Construction Expense ($3.75 Million).

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

Sincerely,

TJ Knight

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

TRANSMITTAL

TO	DATE
Department of Public Works – Bureau of Street Services	05/11/2026

FROM
The Mayor

REQUEST FOR APPROVAL OF AMENDMENT NO. 2 – CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. (BPW-2026-0173)

Approved, ED3 waived, and transmitted for further processing.

MAYOR
(Mitch Kamin for)

BOARD OF PUBLIC WORKS
MEMBERS

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

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CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

ELYSE MATSON
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http://bpw.lacity.org

April 6, 2026

BPW-2026-0173

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

PREQUEST FOR AUTHORITY – AMENDMENT NO. 2 – CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

As recommended in the accompanying report from the Directors of the Bureaus of Street Services and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. DECLARE that there is an urgent necessity for the preservation of life, health, or property to continue hazardous waste disposal and associated disaster recovery services in the Palisades area pursuant to Charter Section 371(e)(5), subject to the approval of the City Council;

2. APPROVE Amendment No. 2 to Personal Services Contract for Routine and Emergency Response Hazardous Waste Management Services with Clean Harbors Environmental Services, Inc. for a nine-month term from January 22, 2026 to October 21, 2026 in order to: 1) add a Disaster Recovery Services price schedule inclusive of prevailing wage rates; 2) add two additional subcontractors; and 3) increase the contract ceiling by $7.5 million, for a new contract ceiling of $32.5 million;

3. FORWARD this report with transmittals, to the Mayor's Office (pursuant to Mayoral Executive Directive No. 3 [ED-3, Villaraigosa Series]) with the request that the Board be authorized to execute the Amendment No. 2 subsequent to ED-3 and City Council approval; and

4. AUTHORIZE the President or two members of the Board to execute the Second Amendment upon approval by the Mayor's Office for ED-3 review and City Council.

(W.O.: M0017209, M0017318, M0017623, C-145476)

BPW-2026-0173

SUBJECT TO THE CONDITIONS CONTAINED IN THE REPORT

ADOPTED BY THE BOARD PUBLIC WORKS OF THE CITY of Los Angeles California

APR 06 2026

AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: April 6, 2026

COUNCIL DISTRICT: ALL

REQUEST AUTHORIZATION TO EXECUTE AMENDMENT NO. 2 TO PERSONAL SERVICES CONTRACT C-145476 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES (W.O. #M0017209, #M0017318, and #M0017623)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **DECLARE** that there is an urgent necessity for the preservation of life, health, or property to continue hazardous waste disposal and associated disaster recovery services in the Palisades area pursuant to Charter Section 371(e)(5), subject to the approval of the City Council;

2. **APPROVE** Amendment No. 2 to Personal Services Contract (PSC) C-145476 for *Routine and Emergency Response Hazardous Waste Management Services* with Clean Harbors Environmental Services, Inc. (Clean Harbors) for a nine (9) month term from January 22, 2026 to October 21, 2026 in order to: 1) add a *Disaster Recovery Services* price schedule inclusive of prevailing wage rates; 2) add two additional subcontractors; and 3) increase the contract ceiling by $7.5 million, for a new contract ceiling of $32.5 million;

3. **FORWARD** this report with transmittals, to the Mayor's Office (pursuant to Mayoral Executive Directive No. 3 [ED-3, Villaraigosa Series]) with the request that the Board be authorized to execute the Amendment No. 2 subsequent to ED-3 and City Council approval; and

4. **AUTHORIZE** the President or two members of the Board to execute the Second Amendment upon approval by the Mayor's Office for ED-3 review and City Council.

TRANSMITTALS

1. Board Report adopted November 15, 2023 authorizing StreetsLA to execute a contract with Clean Harbors for Routine and Emergency Response Hazardous Waste Services;

2. Contract C-145476 between the City and Clean Harbors for Routine and Emergency Response Hazardous Waste Management Services;

3. Emergency Executive Order No. 1, Return and Rebuild;

4. Board Report adopted October 29, 2025 authorizing StreetsLA to execute Amendment No. 1 in order to: (1) add a scope of services for Disaster Recovery Services and Disaster Recovery Services price schedule inclusive of prevailing wage rates that are limited to a one-year term; (2) increase the estimated contract ceiling to $25,000,000;

5. Amendment No. 1 to Contract C-145476 between the City and Clean Harbors for Routine and Emergency Response Hazardous Waste Management Services;

6. The Proposed Contract C-145476 - Amendment No. 2 with Clean Harbors;

7. Council File No. 25-0006-S48 dated April 29, 2025.

DISCUSSION

Background

StreetsLA performs a variety of maintenance and construction activities to ensure that the City's public rights-of-way (PROW) infrastructure is safe, passable, and sustainable. During the course of these operations, certain hazardous waste materials are generated in the PROW that must be disposed of in a safe and responsible manner. This can include bio-hazardous waste; tar and oil from sumps such as La Brea Tar Pits-related services, clarifier waste, petroleum products, lead, pesticides, mercury, syringes, paints and solvents, used batteries, gasoline, asbestos-containing materials, and associated emergency clean-ups. StreetsLA does not have the necessary expertise or resources to contain, identify, clean up, package, transport, and permanently dispose of such hazardous waste. Therefore, StreetsLA contracts out this work and is budgeted in the City's annual budget to fund this contracted service.

The current Department of Public Works/StreetsLA contractor for *Routine and Emergency Response Hazardous Waste Management Services* (as authorized by the Board) is Clean Harbors, with a current contract term of 5 years, along with two (2) three-year renewal options and a maximum six months optional extension. (Contract C-145476) - (Transmittals No. 1 and No. 2).

On January 7, 2025, the City of Los Angeles faced an unusually intense wind event resulting in a catastrophic fire outbreak in the Pacific Palisades area. The January 2025 wildfire escalated dramatically, and ultimately 7,000 structures and homes were destroyed. On January 7th, a local emergency was declared by the Mayor, and on January 13th, the Mayor issued Emergency Executive Order No. 1 (Transmittal No. 3) that directed all City Departments to 'take the necessary steps for the protection of life,

health, and safety in the City of Los Angeles in addressing the windstorms, extreme fire danger, and rebuilding efforts.'

To date, StreetsLA has been a key participant in this declared emergency and has been assigned many scopes of work that its personnel/forces couldn't complete. Therefore, StreetsLA utilized its *Emergency Response Hazardous Waste* contractor, Clean Harbors, to perform a variety of emergency tasks, including, but not limited to, the prompt and safe clearing of debris disposal and storm mitigation efforts to prevent additional damage or risk to the public. The existing Clean Harbors contract, however, did not contemplate the scope nor the around-the-clock nature of the emergency fire-related cleanup work Clean Harbors is performing in the Palisades.

Amendment No. 1

On October 29, 2025, the Board adopted Amendment No.1 to Contract C-145476 with Clean Harbors Environmental Services, Inc. for *Routine and Emergency Response Hazardous Waste Management Services* for a one-year term from January 22, 2025 through January 21, 2026 (Transmittals No. 4 and No. 5). The Amendment No. 1 increased the contract ceiling by $15.0 million, for a new contract ceiling of $25.0 million. Amendment No. 1 also added a specific Disaster Recovery Services scope of work and fee schedule for fire-related clean up services (such as: specialized handling and disposal of contaminated material in the PROW, tree removals, soil remediation, etc.). StreetsLA had been informed that in order for the City to receive governmental reimbursements for the January 2025 wind and fire events, its contract with Clean Harbors must include prevailing wage requirements. Therefore, StreetsLA included prevailing wage requirements in Amendment No. 1. The term for Amendment No. 1 expired on January 21, 2026.

Recommendation Nos. 1 - 4 – Contract No. 145476 – Proposed Amendment No. 2

At the October 29, 2025 meeting approving Amendment No. 1, the Board also directed StreetsLA to develop a separate RFP for a Disaster Recovery Services contract. The Bureau anticipated presenting this RFP to the Board in February 2026. However, the City has a continued need beyond the Amendment No.1 expiration date (January 21, 2026) to provide hazardous clean up and disaster recovery services in the Palisades area. Approving Amendment No. 2 will ensure that the Department of Public Works can continue to help Palisades area residents and businesses recover and rebuild from the devastating disaster. Therefore, in the interim while the new RFP and Disaster Recovery Services Contract is in progress, StreetsLA is recommending that the Board approve Amendment No. 2 to Contract No. 145476, inclusive of prevailing wages and a ratification clause, for a nine (9) month term from January 22, 2026 through October 21, 2026 (Transmittal No. 6).

Amendment No. 2 also includes the addition of two (2) street paving subcontractors onto the established subcontractor listing due to an urgent necessity for street repaving in the burn area. City streets in the Palisades area sustained damage as a result of the January 2025 fires. Further, subsequent to the fires, the US Army Corp of Engineers (and private contractors) used large and heavy equipment to assist in debris removal and cleanup operations. The heavy equipment and haul trucks continued to traverse the roads in the burn area resulting in the deterioration of the roads at a higher than normal rate. As a result, the more heavily traversed sections of road have deteriorated creating unsafe conditions and increased liabilities for the City. Street repaving ensures rapid, reliable access for all vehicles, including first responders and private contractors engaged in revitalizing the community. In addition, repaved roads improve surface friction reducing accidents, reducing risks for pedestrians and cyclists, and providing proper grading for water drainage. Therefore, the StreetsLA recommends that the Board and City Council declare the street paving work in the Palisades to be of urgent necessity for the preservation of life, health, or property pursuant to Charter Section 371(e)(5).

StreetsLA is recommending that the proposed Amendment No. 2 also increase the contract ceiling by an additional $7.5 Million for a new contract ceiling of $32.5 Million. The $7.5 Million additional contract ceiling increase is needed to fund the varied scopes of work being assigned to the contractor in the affected areas, including hazardous tree services and street repaving.

The City initially allocated $50.0 Million in the General City Purposes (GCP) Fund to assist Departments with fire recovery efforts as documented in Council File No. 25-0006-S48 (Transmittal No. 7). To date, StreetsLA has received $4.8 Million from this allocation, but StreetsLA will need to request additional funds for Amendment No. 2 as appropriate; otherwise, StreetsLA may be required to absorb these costs.

Business Inclusion Program (BIP) C-145476 Amendment No. 2

For Amendment No. 2, Clean Harbors pledged subcontractor participation levels are 1.65% MBE, 0.62% WBE, 0.65% SBE, 0.65% EBE, 0.00% DVBE, and 10.62% OBE based on the total cost ceiling of $32,500,000, as summarized in Table 2 below.

Table 2: Schedule A - MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Revised).

Subcontractor	MBE/WBE/SBE/ EBE/DVBE/OBE	Gender/ Ethnicity	% of Contract	Pledged Subcontract Amount
Ace and Sons	OBE	-	0.03%	$ 10,000.00
Action Cleanup Environmental Services, Inc.	MBE, SBE, EBE	M/HA	0.62%	$ 200,000.00
Advance Tech	OBE	-	0.00%	$0.00
All American Asphalt*	OBE	-	2.30%	$750,000.00
Austin Hose	OBE	-	0.05%	$ 15,000.00
Bradley Tanks (BTI)	OBE		0.03%	$ 10,000.00
Brite View Landscaping	OBE	-	0.02%	$ 5,000.00
Chempack & Environmental, LLC	MBE, SBE, EBE	M/AA	0.03%	$ 10,000.00
CM Industrial	MBE	M/HA	0.00%	$0.00
Cruz Containers, Inc.	MBE	M/HA	0.77%	$ 250,000.00
Demenno Kerdoon / World Oil Environmental Service	OBE	-	4.62%	$ 1,500,000.00
E-Recycling of California	OBE	-	0.15%	$ 50,000.00
Excel Paving Company*	OBE	-	2.30%	$750,000.00
GS Brothers Landscaping	OBE	-	0.03%	$ 10,000.00
Kinsbursky Brothers, Inc.	OBE	-	0.15%	$ 50,000.00
Kleen Sweep Parking Lot Services	OBE		0.05%	$ 15,000.00
Ocean Blue Environmental, Inc.	WBE	F/HA	0.62%	$ 200,000.00
Paramount Resource Recycling	OBE		0.15%	$ 50,000.00
PDQ Rentals	OBE	-	0.15%	$ 50,000.00
Phibro-tech, Inc.	OBE	-	0.15%	$ 50,000.00
Philotechnics, LTD	OBE	-	0.15%	$ 50,000.00
Rust and Sons Trucking	OBE		0.03%	$ 10,000.00
Traffic Management, Inc.	MBE	M/HA	0.08%	$ 25,000.00
United Rental Trench Safety	OBE		0.08%	$ 25,000.00
United Pumping Services, Inc.	MBE	F/HA	0.15%	$ 50,000.00
West Coast Sand & Gravel	OBE		0.15%	$ 50,000.00
Total MBE Participation			1.65%	$ 535,000.00
Total WBE Participation			0.62%	$ 200,000.00
Total SBE Participation			0.65%	$ 210,000.00
Total EBE Participation			0.65%	$ 210,000.00
Total DVBE Participation			0.00%	$ 0.00
Total OBE Participation			10.62%	$ 3,450,000.00
Base Bid Amount (including Amendment Nos. 1 and 2)				**$ 32,500,000.00**

* New Subcontractors added in the proposed Amendment No. 2; however, the Bureau of Contract Administration was unable to review the BIP Supplemental Outreach documentation prior to the drafting of this Board Report.

Compliance with the City's Non-Discrimination Policies

Contractors shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, Disclosure of Border Wall Contracting Ordinance, and other requirements as presented in the RFP.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (LAAC), the appropriate City personnel responsible for quality control of the personal services contract shall submit a Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, LACC]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Prevailing Wage/Apprenticeship Requirements (<u>Amendments No. 1 and 2 only</u>)

Under this contract, and in compliance with state and federal regulations, construction, alteration, demolition, installation, repair, and maintenance work done as part of Disaster Recovery Services or Public Works Services are subject to the payment of prevailing wages. In addition, the requirement for the submission of certified payrolls, and the requirement for utilization of apprentices as mandated by California Labor Code Sections 1720-1815 and the Code of Federal Regulations are in effect.

Therefore, the contractor, and any subcontractors, shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with those laws requiring the contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rates are established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the State of California, Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4780, or for a copy of the prevailing wage rates, contact the Office

of Contract Compliance at (213) 847-1922. The federal prevailing wage rates are established by the Federal Department of Labor. The federal prevailing wage rates may be obtained at https://www.worker.gov/prevailing-wage/. If there is a conflict between the state and federal prevailing wage rates, the higher of the two shall apply. For a copy of the federal prevailing wage rates, or for any questions, contact the Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2662.

Any contract awarded hereunder will require the Contractor to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance **weekly** using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

The contractor, and all subcontractors, shall cooperate in allowing Labor Compliance Section staff access to the project job site for the purpose of conducting worker interviews to ensure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with Section 16432(d) of the California Code of Regulations.

Contract Administration

Responsibility for the administration and management of the contract for *Routine and Emergency Response Hazardous Waste Management Services* shall rest with the Administration Division of StreetsLA.

Term of Agreement

The original contract for *Routine and Emergency Response Hazardous Waste Management Services* shall remain unchanged, effective November 1, 2023 for five years with two (2) three-year renewal options to be exercised at the City's sole discretion, and an optional extension up to a maximum of six months.

The term for the scope of services for Disaster Recovery Services and Disaster Recovery Rate Schedule added by Amendment No. 2 shall be limited to nine (9) months, effective from January 22, 2026 through October 21, 2026 (Transmittal No. 6).

City Attorney Review

The proposed contract has been reviewed and approved by the Office of the City Attorney.

STATUS OF FUNDING

If Amendment No. 2 is approved, the contract ceiling would be increased to $32.5million for the initial five-year term including Amendment Nos. 1 and 2, and shall be increased by $8.0 million for each three-year renewal extension exercised. This is an as-needed contract and as recommended, the City would not be obligated to spend this amount if not needed.

Funding for Amendment No. 2 would derive from Fund 100, Department 86: 1) Account 003040 entitled Contractual Services ($3.75 Million) and 2) Account No. 003030 – Construction Expense ($3.75 Million).

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(Signature Page to Follow)

SIGNATURE PAGE

Respectfully Submitted,

Stephanie Clements for
KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Lynda McGlinchey (Mar 19, 2026 13:16:37 PDT)
LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

APPROVED AS TO FUNDS:

MIGUEL DE LA PENA
Director
Office of Accounting

Date: 3/13/2026
Fund 100, Dept. 86, Appr. 003040, $3,750,000
Fund 100, Dept. 86, Appr. 003030, $3,750,000

KM/SHC/DK: mmy

Questions regarding this report may be referred to:
Martha Yniguez, Sr. Management Analyst I
(213) 543-9282
martha.yniguez@lacity.org
StreetsLA, Contract Services | bss.contract@lacity.org

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KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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http://bpw.lacity.org

November 15, 2023

BPW-2023-0670

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

CONTRACT AWARD – ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted – as amended, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the Bureau of Street Services to utilize the Bureau of Sanitation's competitive Request for Proposal process for Routine and Emergency Response Hazardous Waste Management Services and execute a contract with Clean Harbors Environmental Services, Inc. (Clean Harbors) for five years with 2 three-year renewal options;

2. AUTHORIZE the Board to execute the Bureau of Street Services contract with Clean Harbors; and

3. AUTHORIZE the President or two members of the Board to execute the contract upon approval by the Mayor's Office and City Council.

Fiscal Impact: StreetsLA estimates that the annual usage for this contract will be approximately $2,000,000. The contract ceiling is $10,000,000 for the initial five-year term and shall be increased by $8,000,000 for each three-year renewal extension exercised.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc

Recyclable and made from recycled waste.

*Amended due to clerical error. No change to report.

AS AMENDED*

BPW-2023-0670

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO. 1
Date: November 15, 2023

COUNCIL DISTRICT: ALL

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

NOV 15 2023

AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

REQUEST AUTHORIZATION TO UTILIZE BUREAU OF SANITATION'S COMPETITIVE PROCESS AND EXECUTE A CONTRACT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES (WO# M9600002)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **AUTHORIZE** the Bureau of Street Services (StreetsLA) to utilize the Bureau of Sanitation's (LASAN'S) competitive Request for Proposal (RFP) process for Routine and Emergency Response Hazardous Waste Management Services and execute a contract with Clean Harbors Environmental Services, Inc. (Clean Harbors) for five years with two (2) three-year renewal options;

2. **APPROVE** and **FORWARD** this report with transmittals, to the Mayor's Office (pursuant to Mayoral Executive Directive No. 3 [Villaraigosa Series]) and City Council with the request that the Board be authorized to execute a StreetsLA contract with Clean Harbors; and

3. **AUTHORIZE** the President or two members of the Board to execute the contract upon approval by the Mayor's Office and City Council.

TRANSMITTALS

1. Copy of LASAN'S Board Report adopted April 16, 2021 authorizing LASAN to distribute an RFP and negotiate contract(s) for the Residential Special Materials Program and Scheduled, Emergency, and Hazardous Waste from Unsheltered Communities Care Services;

2. Copy of LASAN Board Report adopted March 8, 2023 authorizing LASAN to award and execute a Personal Services Contract with Clean Harbors for the Residential Special Materials Program and Hazardous Waste Routine and Emergency Field Services; and

3. Copy of StreetsLA proposed contract with Clean Harbors for Routine and Emergency Response Hazardous Waste Management Services.

FISCAL IMPACT STATEMENT

StreetsLA estimates that the annual usage for this contract will be approximately $2,000,000. The contract ceiling is $10,000,000 for the initial five-year term and shall be increased by $8,000,000 for each three-year renewal extension exercised.

DISCUSSION

Background

StreetsLA performs a variety of maintenance and construction activities to ensure the City's public right-of-way infrastructure is safe, livable, and sustainable. During the course of these operations, certain hazardous waste materials are generated or found in City-owned facilities and in the public right-of-way that must be disposed of in a safe and responsible manner. This may include blood and bio-hazardous waste; tar and oil from sumps; clarifier waste; petroleum products such as used motor oil, used transmission/hydraulic fluid, oily rags, and absorbent; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; polychlorinated biphenyls; paints and solvents; used batteries; gasoline; and asbestos-containing materials. StreetsLA does not have the necessary expertise or resources to contain, identify, clean up, package, transport, and dispose of such hazardous waste on a routine and emergency response basis, and therefore must contract out the work.

The current StreetsLA contract for hazardous waste management services has been in place since 2014 and expires on November 1, 2023. Therefore, StreetsLA wishes to utilize LASAN'S 2021 competitive RFP process and execute a new StreetsLA contract with Clean Harbors.

LASAN'S RFP Process

On April 16, 2021, the Board authorized LASAN to distribute an RFP and negotiate contracts for Task A – Residential Special Materials Program for the operation of Solvents/Automotive/Flammables/Electronics (SAFE) Collection Centers throughout the City and Task B – Routine and Emergency Hazardous Waste Field Services (Transmittal No. 1). Though LASAN'S RFP solicited two separate types of services, StreetsLA requires only Task B services.

LASAN received a total of three (3) proposals for Task B services by the July 29, 2021 submittal deadline. All proposals were sent to LASAN'S Centralized Contracts Unit (CCU) for evaluation of the Business Inclusion Program (BIP) outreach requirements. CCU found all the proposers to be responsive to the City's BIP outreach requirements.

LASAN'S Proposer Evaluations
At the time of submission, Clean Earth Environmental Solutions, Inc. (Clean Earth), Clean Harbors, and US Ecology dba NRC Environmental Services, Inc. (NRC), proposed services for Task B. All three proposers completely responded to each section of the RFP and were found to satisfy the needs of the City, taking into consideration their experience with hazardous waste, responsiveness, and technical ability.

The evaluation and scoring of the technical proposals were completed by a LASAN Evaluation Panel consisting of five (5) members of LASAN Solid Resources staff, six (6) LASAN Livability Services staff, and one (1) Watershed Protection staff. All three proposers' proposals were evaluated and ranked according to the evaluation criteria set forth in the RFP. The final two scores were used to compute the final ranking.

Task B Evaluation Criteria was: Experience 10%, Permit and Workplace Safety Requirements 15%, Technical Requirements 20%, Compensation 35%, and Overall Responsiveness 20%.

During price negotiations with LASAN, all proposers requested to revise their rates due to the COVID-19 pandemic, inflation, supply change shortages, and minimum wage increases.

Clean Earth withdrew its proposal for Task B on August 19, 2022, citing extreme risk to profitability if required to remain within the rate structure. This left Clean Harbors and NRC as the only proposers for Task B.

- Clean Harbors submitted revised TASK B rates on September 15, 2022.
- NRC submitted revised TASK B rates on September 1, 2022.

Table 1 below shows the ranks and scores for each proposer for Task B only.

Table1: Final Rank and Score for Task B

Rank	Proposer	Score
1	Clean Harbors (includes 8% LBE Credit)	98.0%
2	NRC	69.0%

Table 2 is a unit pricing comparison for selected Task B field services between Clean Harbors and NRC.

Table 2: Selected Task B Rates for Field Services

Category	Unit of Measure	Clean Harbors	NRC
Biohazardous Waste	5-gallon	$ 132.85	$ 184.00
Technician Labor	Per hour	$ 35.21	$ 27.00
Chemist Labor	Per hour	$ 44.78	$ 75.00
Sharps	Per pound	$ 2.00	$ 1.53
Used Oil	5-gallon	$ 51.75	N/A

Based on the above scores and pricing, LASAN received Board approval on March 8, 2023 to award the contract to Clean Harbors (Transmittal No. 2).

Local Business Preference (LBP) Program
All proposers were eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). At the time the RFP was advertised, the City granted an 8% preference of the total possible evaluation points added to the proposer's evaluation scores who were certified as an LBE firm. Proposers who did not qualify as an LBE firm but had identified LBE-certified subcontractors to perform work under the RFP, received a 1% preference, up to a maximum of 5%, of the total possible evaluation points added to their evaluation score for every 10% of the cost of the proposed work to be performed by certified LBE subcontractors.

Pursuant to the LBP Program, Clean Harbors is an LBE firm for Task B and, therefore, was awarded eight (8) additional evaluation points.

Business Inclusion Program (BIP)
Clean Earth, Clean Harbors, and NRC were all found to be responsive in successfully meeting the BIP outreach requirements.

At the time of distribution of LASAN'S RFP, the City established anticipated participation levels for this contract of 5% MBE, 2% WBE, 3% SBE, 2% EBE, and 0% DVBE. Clean Harbors' pledge participation levels for LASAN were 1.03% MBE, 2.03% WBE, 0.46% SBE, 0.46% EBE, 0.00% DVBE, and 4.47% OBE. However, it should be noted that those pledges were based on levels established for LASAN'S RFP, which has a different hazardous waste management need (mostly household waste) compared to those of StreetsLA (tar and oil from sumps, clarifiers at StreetsLA City-owned facilities, and waste on City streets). Moreover, since Clean Harbors' services for StreetsLA are requested on an as-needed basis, utilization of specific subcontractors depends on actual services

requested and will inevitably vary from the pledged levels established for LASAN'S contract.

Clean Harbors' pledged participation levels for StreetsLA Task B services are 5.10% MBE, 2.00% WBE, 2.10% SBE, 2.10% EBE, 0.00% DVBE, and 17.00% OBE based on the estimated contract amount of $10,000,000 over the initial five-year term shown in Table 3, below.

Gender/Ethnicity Codes:

AA = African American
SAA = Subcontinent Asian American
C = Caucasian
M = Male
HA = Hispanic American
APA = Asian Pacific American
NA = Native American
F = Female

Table 3:

Subcontractor	MBE/WBE/SBE/ EBE/DVBE/OBE	Gender/ Ethnicity	% of Contract	Subcontract Amount
Action Cleanup Environmental	MBE, SBE, EBE	M/HA	2.00%	$ 200,000.00
Cruz Containers, Inc.	MBE	M/HA	2.50%	$ 250,000.00
Chempack & Environmental, LLC	MBE, SBE, EBE	M/AA	0.10%	$ 10,000.00
United Pumping Services, Inc.	MBE	M/HA	0.50%	$ 50,000.00
Ocean Blue Environmental, Inc. *	WBE	F/HA	2.00%	$ 200,000.00
World Oil Environmental Service	OBE	-	15.00%	$ 1,500,000.00
Kinsbursky Brothers, Inc.	OBE	-	0.50%	$ 50,000.00
E-Recycling of California	OBE	-	0.50%	$ 50,000.00
Phibro-tech, Inc.	OBE	-	0.50%	$ 50,000.00
Philotechnics, LTD	OBE	-	0.50%	$ 50,000.00
Total MBE Participation			5.10%	$ 510,000.00
Total WBE Participation			2.00%	$ 200,000.00
Total SBE Participation			2.10%	$ 210,000.00
Total EBE Participation			2.10%	$ 210,000.00
Total DVBE Participation			0.00%	$ 0.00
Total OBE Participation			17.00%	$1,700,000.00
Base Bid Amount **				**$10,000,000.00**

* = LBE Certified

** = The Base Bid Amount is the anticipated contract value for the initial five-year term.

Notification of Intent to Contract

The Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on March 22, 2023.

Charter Section 1022
On March 30, 2023, the Personnel Department determined that City employees do not have the expertise to perform the work nor does the City have facilities that can be used to properly handle, store, and dispose of hazardous waste.

Headquarters Address and Workforce Information
The headquarters of Clean Harbors is 42 Longwater Drive, Norwell, MA 02061. Clean Harbors employs 3,207 people, of which 15 reside in the City of Los Angeles.

Compliance with the City's Non-Discrimination Policies
Contractors shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, Disclosure of Border Wall Contracting Ordinance, and other requirements as presented in the RFP.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of the personal services contract shall submit a Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

Contractor Responsibility Ordinance
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contract Administration
Responsibility for the administration and management of the contract for Task B – Routine and Emergency Hazardous Waste Field Services shall rest with the Administration Division of StreetsLA.

Term of Agreement
The contract shall be effective November 1, 2023 for five years with two (2) three-year renewal options to be exercised at the City's sole discretion (Transmittal No. 3). Additionally, the City shall have the option to extend the contract on a month-to-month basis for up to a maximum of six months.

City Attorney Review
The proposed contract has been approved as to form by the Office of the City Attorney.

STATUS OF FUNDING
The contract ceiling is $10,000,000 for the initial five-year term (approximately $2,000,000 annually) and shall be increased by $8,000,000 for each three-year renewal extension exercised. Additionally, if the City extends the contract on a month-to-month basis for up to 6 months, the contract ceiling shall be increased by a maximum of 11% of the contract ceiling in effect at that time. Sufficient funds are available for this contract this fiscal year within the StreetsLA Fund 100, Department 86, Appropriation Account No. 003040 (Contractual Services).

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(Signature Page to Follow)

SIGNATURE PAGE

Respectfully Submitted,

for

KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Lynda McGlinchey (Oct 30, 2023 12:44 PDT)

LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

APPROVED AS TO FUNDS:

MIGUEL DE LA PENA
Director
Office of Accounting

Date: 10/25/2023
Fund 100, Dept. 86, Appr. 003040, $10,000,000

KM/SHC/MC:mmy

Questions regarding this report may be referred to:
Melinda Chou, Sr. Management Analyst II
(213) 847-2822
melinda.chou@lacity.org
StreetsLA, Contract Services | melinda.chou@lacity.org

BPW-2021-0255

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

APR 16 2021

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
APRIL 16, 2021

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE CONTRACT(S) FOR RESIDENTIAL SPECIAL MATERIALS PROGRAM AND SCHEDULED, EMERGENCY AND HAZARDOUS WASTE FROM UNSHELTERED COMMUNITIES CARE SERVICES (W.O. SHHAZWST)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to:

1. Distribute and advertise the transmitted RFP for Residential Special Materials Program (RSM) and Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services.

2. Evaluate proposals and select the most qualified proposer(s) based on established rating evaluation criteria for each Task.

3. Negotiate a contract(s) with the most qualified proposer(s) for each Task.

4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTAL

1. Copy of the RFP for Residential Special Materials Program and Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services and attachment package.

DISCUSSION

Request for Proposals (RFP)
The RFP (Transmittal No. 1) is a solicitation for proposals from qualified and experienced contractors with a high degree of operational performance, technical abilities, and cost effectiveness to operate the City's RSM Program and services that include collection, transfer, processing and/or disposal services for hazardous waste cleanups, loading, packing and transporting hazardous waste from LASAN operations and as-needed cleanups within the jurisdiction of the City. LASAN relies on contractors to consolidate, manifest and transport wastes to locations where they may be properly disposed or recycled.

Services to be provided have been split into Task A (RSM Program) and Task B (As-needed cleanups). Proposals may be for Task A or B or a combination, but only one proposal per bidder will be accepted. Alternative options or unique solutions are also encouraged.

Background
The City's RSM Program under the Household Hazardous Waste Management Plan (HHWMP) has protected City and County residents and the environment from the illegal disposal of hazardous waste since 1988. In Fiscal Year 2018-2019, the City diverted 11,381,963 pounds of HHW, electronic and universal waste collected from more than 140,000 participants through its seven permanent sites, known as S.A.F.E. Centers, and more than 20 mobile collection events. S.A.F.E. is an acronym for Solvent–Automotive-Flammable-Electronics which describes major categories of waste accepted at the Centers.

Sadly, an ever increasing amount of hazardous waste must be cleared from our streets, alleys, storm drains, sidewalks and parks. Since 2014, cleanups have multiplied from a few per month to multiple cleanups by multiple crews per day. Five hundred (500) monthly cleanups are currently projected. To protect the health and safety of City employees and residents, Hazardous Wastes must be segregated and removed before general cleanups can commence.

In 1976, Congress passed the Resource Conservation and Recovery Act (RCRA) which mandates the "cradle to grave" management of hazardous waste. The State of California (State) has enacted additional regulations and continues to append the list of materials that cannot be thrown in the regular trash. Due to the lack of hazardous waste infrastructure in California, certain hazardous waste streams are required to be transported out of state for incineration and disposal. Hazardous waste transportation, especially across state borders, comes with further regulations.

The City has always depended on the technical expertise of EPA certified contractors to manage its hazardous waste. The City's current contract with Clean Harbors Environmental Services (C-121334) will expire in November 2023. These services are critical to meet the demands of the RSM Program and hazardous waste cleanups to ensure they are collected and disposed of in compliance with safety and regulatory requirements.

Purpose of this RFP
The purpose of this RFP is as follows:

- To comply with the following regulations
  - California Resources Code-Section 41500
  - California Code of Regulations-Title 8 Cal OSHA requirements for Staffing and Disposal/Treatment Regulations, Title 14, Section 18751.1, the HHW program mandate, Title 22 Division 4 and 4.5 Disposal and Treatment Regulations
  - California Health and Safety Code Section 25123(a)(3)
  - Code of Federal Regulations (RCRA) Title 29-OSHA Title 40-EPA Title 49-DOT
- To comply with the goals of the Mayor's Sustainable City pLAn and Clean Streets Initiative
- To provide City of Los Angeles residents with facilities to properly dispose of household hazardous waste.
- To comply with the City/County Household Hazardous Waste Agreement (C-119237).

Proposed Term of Contract
The proposed contract term will be for five (5) years with two three (3) year renewal options to be exercised at the City's sole discretion, for a possible term of eleven (11) years.

Rationale for Using an RFP
The RFP process is being used to solicit the best available services at the most competitive prices. A proposal review committee of LASAN staff will evaluate all proposals in order to determine which proposals will bring the greatest benefits to the City.

Selection Process and Evaluation Criteria
A proposal review committee consisting of City staff will evaluate and rate all proposals. Based upon the evaluation committee's final report, LASAN will submit a report to the Board containing recommendations to award and execute contracts with the selected proposers for each of the tasks. Contracts will then be submitted to the Board, the Mayor, and the City Council for approval. The evaluation criteria for the proposal are outlined in the RFP and are summarized in Table 1 below.

TABLE 1

	Evaluation Criteria	TASK A Point Range	TASK B Point Range
1	**Qualifications, Experience and Operational Performance** • Ability to meet timelines and requirements for service • Personnel qualifications including training of employees • Experience with similar projects • Ability to provide timely reports	0-10	0-10
2	**Permit and Workplace Safety Requirement** • Employee safety demonstrated in Operations Plan, IIPP • Submit OSHA citations and Log of Work-Related Injuries and Illnesses for the past 5 years or from inception • List of safety equipment used during collection	0-10	0-15
3	**Technical Requirements and Financial Requirements** • Evidence of Certification and Regulatory Compliance • Financial Statements • Performance bond and insurance requirements • TDSF Facility location, hours and proximity • Capability, capacity and contingency plans	0-35	0-20
4	**Cost of Proposed Service** • Rate Sheets • Revenue sharing percentages (i.e. Paintcare) • Manifesting and subcontractor markup charges • Cost Saving Innovation • Mobilization fee	0-40	0-35

	Evaluation Criteria (continued)	TASK A Points	TASK B Points
5	• Ability to be flexible with dates and times for collection events • BIP inclusion • Evidence that disposal of material is in accordance with environmental regulations and Waste Management Hierarchy	0-5	0-20
	TOTAL MAXIMUM POINTS	**100**	**100**

TABLE 2

Evaluation Criteria	Percentage Task A	Percentage Task B
Technical Proposal and Schedule	35%	20%
Qualifications	20%	25%
Cost Control	40%	35%
State of Responsiveness	5%	20%
Total	**100%**	**100%**

World Wide Web
The RFP will be posted on the City's World Wide Web site in compliance with City Council motion 95-1060S2. It will be available for download on www.labavn.org.

Notification of Intent to Contract
The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on March 8, 2021.

Charter Section 1022
LASAN requested a Charter Section 1022 determination from the Personnel Department for these specific services on July 25, 2018. On September 11, 2018, the Personnel Department determined that City employees do not have the expertise to perform the work nor does the City possess the appropriate licenses and permits to own and operate the required facility.

Business Inclusion Program (BIP)
In compliance with the Mayor's Executive Directive No. 14, issued on January 12, 2011, it is the policy of the City of Los Angeles to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LGBTBE) an equal opportunity to participate in the performance of City Contracts. The LGBTBE certification is not required as part of the BIP Outreach, but is tracked for statistical tracking purposes. This RFP is subject to the BIP Outreach Requirements included in Attachment D of the RFP.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City's Business Assistance Virtual Network (LABAVN) system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

For this RFP, the City has set anticipated participation levels of 5 percent MBE, 2 percent WBE, 3 percent SBE, 2 percent EBE, zero percent DVBE. State and Federal regulations limited the number of responders in prior RFPs because they required the manifesting, interstate transport and out-of-state recycling and disposal of hazardous waste. This RFP includes a separate Task B to offer additional opportunities for proposals from local and minority businesses. The methodology for outreach to first-time Proposers included an exhaustive search and electronic mail notification.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Compliance with Board RFP Policy
As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Policies and Requirements
The proposers shall be required to comply with the City's policies and requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's use of Criminal History for Consideration of Employment Applications

Attachments and forms pertaining to these requirements are included in the RFP and on www.labavn.org.

Local Business Preference (LBP) Program
All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Contractor Responsibility Ordinance
All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of the contracts.

Contract Administration
Responsibility for the administration and management of the contract(s) will rest with the Solid Resources Citywide Recycling Division (SRCRD), LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD (No. SR159) on March 25, 2020 in the amount of $432,809,674.

STATUS OF FINANCING

No funding is required at this time. The projects will be funded from multiple sources including but not limited to the following funds:

- General Fund
- Solid Waste Resources Revenue Fund
- Central Los Angeles Recycling Transfer Station Fund
- Stormwater Pollution Abatement Fund
- Safe Clean Water Program Funds

- Landfill Closure and Postclosure Fund
- Citywide Recycling Trust Fund
- Household Hazardous Waste Trust Fund
- Household Hazardous Waste Special Fund
- Used Oil Special Fund
- Sewer Construction and Maintenance Fund

Specific funding information will be provided at the time of project award and on an annual basis.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

LYNDA MCGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

JOHN L. REAMER JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 3/25/21

Prepared by:
John Park, Solid Resources Citywide Recycling Division
213-440-8342

BPW-2023-0123

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

MAR 08 2023

AND REFERRED TO THE CITY COUNCIL

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
MARCH 1, 2023

CD: ALL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACTS WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR RESIDENTIAL SPECIAL MATERIALS PROGRAM AND HAZARDOUS WASTE ROUTINE AND EMERGENCY FIELD SERVICES (W.O. # SHHAZWST)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with Clean Harbors Environmental Services, Inc. for Task A - Residential Special Materials Program (RSM) and Task B - Hazardous Waste Routine and Emergency Field Services.

2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

TRANSMITTALS

1. Copy of the adopted LA Sanitation and Environment (LASAN) and Bureau of Contract Administration Joint Board Report No. 1, dated April 16, 2021, authorizing LASAN to distribute a Request for Proposals (RFP), to interview, select and negotiate with the most qualified proposer(s), and to return to the Board for authority to award and execute any contract(s) to perform the work.

2. Copy of the proposed contract between the City of Los Angeles and Clean Harbors Environmental Services, Inc. (Clean Harbors).

FISCAL IMPACT STATEMENT

The total funding for this project is not to exceed $432,800,000.

TASK A - LASAN's Solid Resources Citywide Recycling Division (SRCRD) manages Task A. Division funding includes the Fund No. 567, Household Hazardous Waste (HHW) Special Fund, Department No. 82; the Fund No. 760, Sewer Service Charge Fund, Department No. 50; and the Fund No. 586, Used Oil Fund, Department No. 50. Other funding is listed in Table 1 below. Existing appropriations may change based on available cash balances. Additional funds and appropriations will be determined by the Director of LASAN or designee.

TASK B - The Watershed Protection and Livability Services Divisions will manage TASK B for all hazardous waste services required by LASAN. Task B is funded by the Fund No. 100, General Fund, Department No. 82, and other fundings also listed in Table 1. Existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director of LASAN or designee. The remaining funding will be budgeted within the General Fund.

Table 1. Funding Request Separated into Task A and Task B

	Fund	Department	Amount
TASK A (SRCRD only) **TASK A TOTAL**	100 46D 556 567 586 760	82 50 50 50 50 50	 **$125,511,600**
TASK B (All other LASAN Divisions) **TASK B TOTAL**	100 47R 508 511 556 760	82 50 50 50 50 50	 **$307,288,400**
COMBINED CEILING TOTAL			**$432,800,000**

DISCUSSION

Background
TASK A RSM Program
LASAN, in partnership with the County of Los Angeles (County), is responsible for implementing the jurisdiction's Household Hazardous Waste Management Plan.

LASAN manages the RSM Program to protect residents and the environment against the damaging effects of improper disposal of household chemicals and electronic waste (e-waste) and to recycle salvageable materials. The goal of the program is to prevent harm to public health and the environment from a release of hazardous materials.

LASAN has established seven permanent collection sites throughout the City, known as Solvents-Automotive-Flammable-Electronic (SAFE CENTERS).

SAFE CENTERS are open every weekend to both city and county residents for free. In addition, LASAN manages mobile collection events throughout the City, where residents can drop-off their waste to be properly recycled or disposed of.

The RSM program has grown every year since its inception in 1988. In Fiscal Year 2020-21, the City collected 12 million pounds of HHW including e-waste, batteries, latex paint and used oil.

TASK B Hazardous Waste Routine and Emergency Field Services
The City is responsible for removing hazardous waste from public areas where items are illegally dumped or abandoned. Cleanups in unsheltered communities cannot begin until hazardous and biomedical wastes are removed.

LASAN HHW and Hazardous Waste Services
HHW services are crucial to maintaining the City's Memorandum of Agreement (MOA) with the County, complying with State and Federal regulations, and avoiding potential citations and monetary penalties. The LASAN RFP also allows other Public Works Bureaus to establish their own hazardous waste contracts.

The current LASAN hazardous waste contract expires on November 2, 2023. There are no provisions in place after November 2, 2023. The current contract does not contain any provision to provide a month to month extension.

The RFP Process
The release of the Request for Proposals (RFP) for the RSM Program and Hazardous Waste Routine and Emergency Field Services in the City was authorized by the Board on April 16, 2021 (Transmittal No. 1).

The RFP solicited two separate types of services, TASK A, RSM Program services, and TASK B, Hazardous Waste Routine and Emergency Field Services. Proposers were given the option to submit a proposal on one or both of the requested services. Proposers who made proposals on both services were instructed to submit a single proposal.

On the submittal deadline, July 29, 2021, the City received a total of three (3) proposals. Two (2) proposals were for both services and one (1) proposal for hazardous waste services only. All proposals were sent to the Bureau's Centralized Contracts Unit (CCU) for evaluation of the Business Inclusion Program (BIP) outreach requirements. CCU found all of the proposers responsive to the City's BIP outreach requirements.

Proposer Evaluations
At the time of submission, Clean Earth Environmental Solutions, Inc. (Clean Earth) and Clean Harbors Environmental Services, Inc. (Clean Harbors) proposed services for both TASK A and TASK B. US Ecology, dba NRC Environmental Services, Inc. (NRC), proposed services for TASK B only. Clean Earth, Clean Harbors, and NRC proposals completely responded to each section of the RFP. All proposers were found to satisfy the needs of the City, which considered their past experience with hazardous waste, responsiveness and technical ability.

The evaluation and scoring of the technical proposals were completed by an Evaluation Panel consisting of five (5) members of LASAN Solid Resources staff, six (6) LASAN Livability Services staff, and one (1) Watershed Protection staff. The Clean Earth, Clean Harbors and NRC proposals were evaluated and ranked according to the evaluation criteria set forth in the RFP. Evaluations for Task A and Task B were completed separately and a simple average of the final two scores was used to compute the final ranking.

- TASK A: Experience 10%, Permit and Workplace Safety Requirements 10%, Technical Requirements 35%, Compensation 40% and Overall Responsiveness 5%.
- TASK B: Experience 10%, Permit and Workplace Safety Requirements 15%, Technical Requirements 20%, Compensation 35% and Overall Responsiveness 20%.

During price negotiations, all proposers requested to revise their rates due to the COVID-19 pandemic, inflation, supply chain shortages and minimum wage increases. Clean Earth withdrew their proposal for Task B on August 19, 2022, citing extreme risk to profitability if required to remain within the rate structure. This left Clean Harbors as the only combined proposal.

- Clean Earth submitted Revised Task A Rates on August 22, 2022, and September 9, 2022.
- NRC (US Ecology) submitted revised rates as of September 1, 2022.
- Clean Harbors' submitted revised rates on September 15, 2022.

Tables 2 through 4 show ranks and scores for each hazardous waste proposer. Table 2 evaluated TASK A and B combined. Table 3 shows the rank and score for TASK A only. Table 4 shows the rank and score for TASK B only.

Table 2. Final Score and Rank of TASK A & B combined*

Rank	Proposer	Score
1	Clean Harbors (includes 8% LBE Credit)	96.3%

*Simple average of TASK A and B scores

Table 3. Final Score and Rank of TASK A only

Rank	Proposer	Score
1	Clean Harbors (includes 8% LBE credit)	94.6%
2	Clean Earth (includes 8% LBE credit)	75.6%

Table 4. Final Score and Rank of the Task B only

Rank	Proposer	Score
1	Clean Harbors (includes 8% LBE Credit)	98.0%
2	US Ecology/NRC	69.0%

Table 5 and 6 are rate comparisons for revised rates for selected Task A Recycling Services by Clean Earth and Clean Harbors. Unit pricing for selected Task B Field Services compared rates between Clean Harbors and NRC.

Table 5. Selected TASK A Projected Costs for RSM Recycling Services

Household Hazardous Waste Category	FY 2021-22 Volume Collected	Clean Harbors FY 2023-24 Total Cost Estimate As of 9/15/2022	Clean Earth FY 2023-24 Total Cost Estimate As of 9/9/2022
Flammable Liquids	643,500 pounds	$482,700	$807,332
Flammable Liquids, Poison	486,000 pounds	$601,911	$1,115,321
Aerosol Containers	177,375 pounds	$225,780	$278,792
Flammable Solids	153,200 pounds	$99,347	$ 19,079
Paint Related Material	214,150 pounds	$100,083	$155,372
Poisons	108,500 pounds	$108,345	$ 33,526
Non-RCRA Liquids	365,700 pounds	$274,350	$252,676
Home Generated Sharps	80,560 pounds	$109,870	$ 85,649
Non-RCRA Solids	191,692 pounds	$93,226	$132,109

Table 6. Selected TASK B Rates for Field Services

Hazardous Waste Category	Unit of Measure	Clean Harbors	NRC
Biohazardous Waste	5-gallon	$132.85	$184.00
Technician Labor	per hour	$ 35.21	$ 27.00
Chemist Labor	per hour	$ 44.78	$ 75.00
Sharps	per pound	$ 2.00	$ 1.53
Used Oil	5-gallon	$ 51.75	N/A

Local Business Preference (LBP) Program
All proposers were eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). At the time the RFP was advertised, the City granted an eight percent (8%) preference of the total possible evaluation points added to their evaluation score Proposers who were certified as an LBE firm. Proposers who did not qualify as an LBE, but identified qualified LBE-certified subcontractors to perform work under this RFP, received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Pursuant to the LBP Program, Clean Earth and Clean Harbors are certified LBE firms and therefore were awarded eight additional evaluation points.

Term of Agreement and Cost Ceiling
The contract term will be for five (5) years, with two (2) three-year renewal options to be exercised at the City's sole discretion.

The original estimated contract was $432,800,000 when originally approved by the Board on April 16, 2021, during the COVID-19 pandemic. All proposers requested rate increases at the outset of rate negotiations which began in July of 2022. Inflation, supply chain shortages, incinerator shutdown, increased labor rates and staffing decreases due to COVID-19 were cited as justification.

While the scope of work did not expand, the volume of anticipated work has increased for both TASK A and TASK B. The Task A RSM Recycling group is planning to add a new SAFE CENTER, and may add another two SAFE CENTERs before the contract expires in 2034. Services for Task B, specifically LASAN's Livability Services Division revised their estimate to include expanding CARE+ units for increased work at both unsheltered communities and the 2028 Olympics.

Business Inclusion Program (BIP)
Clean Earth, Clean Harbors and NRC were found responsive in successfully meeting the BIP outreach requirements.

At the time of distribution of the RFP for these services, the City established anticipated participation levels for this contract of 5% MBE, 2% WBE, 3% SBE, 2% EBE, and 0% DVBE.

Clean Harbors pledged participation levels of 1.03% MBE, 2.03% WBE, 0.46% SBE, 0.46% EBE, 0% DVBE, and 4.45% OBE based on the estimated contract amount of $75,000,000 as shown in Table 7 below.

Gender/Ethnicity Codes:
AA = African American
SAA = Subcontinent Asian American
C = Caucasian
M = Male
HA = Hispanic American
APA = Asian Pacific American
NA = Native American
F = Female

Table 7 - CLEAN HARBORS

SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	GENDER/ ETHNICITY	% OF CONTRACT	SUBCONTRACT AMOUNT
I.Q. Personnel	OBE	-	4.133%	$3,100,000.00
Action Cleanup	MBE, SBE, EBE	M/HA	0.367%	$ 275,000.00
Cruz Containers, Inc.	MBE	M/HA	0.567%	$ 425,000.00
Chempack & Environmental LLC	MBE, SBE, EBE	M/AA	0.093%	$ 70,000.00
United Pumping Services, Inc.	MBE	M/HA	0.003%	$ 2,000.00
CM Industrial & Safety Supply, Inc.*	MBE	M/HA	0.003%	$ 2,000.00
Total Equipment Rental, Inc.	WBE	F/C	0.427%	$ 320,000.00
Ocean Blue Environmental, Inc.*	WBE	F/HA	1.600%	$1,200,000.00
Pinnacle Disposal & Environmental Services	OBE	-	0.250%	$ 187,500.00
Crosby & Overton, Inc.	OBE	-	0.008%	$ 6,000.00
World Oil Environmental Service	OBE	-	0.013%	$ 10,000.00
Kinsbursky Brothers, Inc.	OBE	-	0.001%	$ 1,000.00

E-Recycling of California	**OBE**	**-**	**0.001%**	**$ 1,000.00**
Phibro-tech, Inc.	**OBE**	**-**	**0.002%**	**$ 1,500.00**
Philotechnics, LTD	**OBE**	**-**	**0.007%**	**$ 5,000.00**
Southwest Processors, Inc.	**OBE**	**-**	**0.001%**	**$ 1,000.00**
HMT, LLC dba HMT Tank Inspection	**OBE**	**-**	**0.020%**	**$ 15,000.00**
Herc Rentals, Inc.*	**OBE**	**-**	**0.007%**	**$ 5,000.00**
Sulliano Corporation	**OBE**	**-**	**0.003%**	**$ 2,500.00**
Total MBE Participation			**1.032%**	**$774,000.00**
Total WBE Participation			**2.026%**	**$1,520,000.00**
Total SBE Participation			**0.460%**	**$ 345,000.00**
Total EBE Participation			**0.460%**	**$ 345,000.00**
Total DVBE Participation			**0.000%**	**$ 0.00**
Total OBE Participation			**4.465%**	**$3,335,500.00**
Base Bid Amount[1]				**$75,000,000.00**

*** Certified LBE**
1 "The base bid amount is the anticipated contract value for the five-year term."

Notification of Intent to Contract
The Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on March 8, 2021.

Charter Section 1022
The CAO issued the 1022 determination report on September 11, 2018, and determined that City employees do not have the expertise to perform the work nor does the City possess the appropriate licenses and permits to own and operate the required facility.

Approved as to Form
The proposed contract has been approved as to form by the Office of the City Attorney.

Other City Policies and Requirements
Clean Harbors shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances

- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- COVID-19 Requirements

CONTRACTOR RESPONSIBILITY ORDINANCE
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

CONTRACTOR PERFORMANCE EVALUATION
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Headquarters Address and Workforce Information
The headquarters of Clean Harbors is 42 Longwater Drive, Norwell, MA 02061. Clean Harbors employs 3207 people, of which 15 reside in the City of Los Angeles.

Contract Administration
Responsibility for the administration of TASK A will be with the SRCRD. Responsibility for the administration of TASK B Routine and Emergency Hazardous Waste Field Services will be either the Livability Services Division and/or the Watershed Protection Division of LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

This contract was approved by PRD on March 25, 2020 in the amount of $432,809,674.

STATUS OF FINANCING

The total funding for this project is not to exceed $432,800,000. No funds are required in this Fiscal Year. Funding sources may include, but are not limited to the Fund No. 100, General Fund; the Fund No. 46D, Citywide Recycling Trust Fund; the Fund No. 47R, City Of Los Angeles Recycling Transfer Station; the Fund No. 508, Solid Waste Resource Revenue Fund; the Fund No. 511, Stormwater Pollution Abatement Fund; the Fund No. 556, Integrated Solid Waste Management; the Fund No. 567, Household Hazardous Waste Fund; the Fund No. 586, Used Oil; the Fund No. 60W, LA County Safe Clean Water Municipal Fund; and the Fund No. 760, Sewer Operations & Maintenance Fund.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contract with Clean Harbors.

Respectfully submitted,

BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Lynda McGlinchey (Feb 17, 2023 11:14 PST)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: 02/14/2023

Prepared by:
John Park, SRCRD
(213) 485-3970

TRANSMITTAL 1

BPW-2021-0255

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

APR 16 2021

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
APRIL 16, 2021

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE CONTRACT(S) FOR RESIDENTIAL SPECIAL MATERIALS PROGRAM AND SCHEDULED, EMERGENCY AND HAZARDOUS WASTE FROM UNSHELTERED COMMUNITIES CARE SERVICES (W.O. SHHAZWST)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to:

1. Distribute and advertise the transmitted RFP for Residential Special Materials Program (RSM) and Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services.

2. Evaluate proposals and select the most qualified proposer(s) based on established rating evaluation criteria for each Task.

3. Negotiate a contract(s) with the most qualified proposer(s) for each Task.

4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTAL

1. Copy of the RFP for Residential Special Materials Program and Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services and attachment package.

DISCUSSION

Request for Proposals (RFP)
The RFP (Transmittal No. 1) is a solicitation for proposals from qualified and experienced contractors with a high degree of operational performance, technical abilities, and cost effectiveness to operate the City's RSM Program and services that include collection, transfer, processing and/or disposal services for hazardous waste cleanups, loading, packing and transporting hazardous waste from LASAN operations and as-needed cleanups within the jurisdiction of the City. LASAN relies on contractors to consolidate, manifest and transport wastes to locations where they may be properly disposed or recycled.

Services to be provided have been split into Task A (RSM Program) and Task B (As-needed cleanups). Proposals may be for Task A or B or a combination, but only one proposal per bidder will be accepted. Alternative options or unique solutions are also encouraged.

Background
The City's RSM Program under the Household Hazardous Waste Management Plan (HHWMP) has protected City and County residents and the environment from the illegal disposal of hazardous waste since 1988. In Fiscal Year 2018-2019, the City diverted 11,381,963 pounds of HHW, electronic and universal waste collected from more than 140,000 participants through its seven permanent sites, known as S.A.F.E. Centers, and more than 20 mobile collection events. S.A.F.E. is an acronym for Solvent–Automotive-Flammable-Electronics which describes major categories of waste accepted at the Centers.

Sadly, an ever increasing amount of hazardous waste must be cleared from our streets, alleys, storm drains, sidewalks and parks. Since 2014, cleanups have multiplied from a few per month to multiple cleanups by multiple crews per day. Five hundred (500) monthly cleanups are currently projected. To protect the health and safety of City employees and residents, Hazardous Wastes must be segregated and removed before general cleanups can commence.

In 1976, Congress passed the Resource Conservation and Recovery Act (RCRA) which mandates the "cradle to grave" management of hazardous waste. The State of California (State) has enacted additional regulations and continues to append the list of materials that cannot be thrown in the regular trash. Due to the lack of hazardous waste infrastructure in California, certain hazardous waste streams are required to be transported out of state for incineration and disposal. Hazardous waste transportation, especially across state borders, comes with further regulations.

The City has always depended on the technical expertise of EPA certified contractors to manage its hazardous waste. The City's current contract with Clean Harbors Environmental Services (C-121334) will expire in November 2023. These services are critical to meet the demands of the RSM Program and hazardous waste cleanups to ensure they are collected and disposed of in compliance with safety and regulatory requirements.

Purpose of this RFP
The purpose of this RFP is as follows:

- To comply with the following regulations
  - California Resources Code-Section 41500
  - California Code of Regulations-Title 8 Cal OSHA requirements for Staffing and Disposal/Treatment Regulations, Title 14, Section 18751.1, the HHW program mandate, Title 22 Division 4 and 4.5 Disposal and Treatment Regulations
  - California Health and Safety Code Section 25123(a)(3)
  - Code of Federal Regulations (RCRA) Title 29-OSHA Title 40-EPA Title 49-DOT
- To comply with the goals of the Mayor's Sustainable City pLAn and Clean Streets Initiative
- To provide City of Los Angeles residents with facilities to properly dispose of household hazardous waste.
- To comply with the City/County Household Hazardous Waste Agreement (C-119237).

Proposed Term of Contract
The proposed contract term will be for five (5) years with two three (3) year renewal options to be exercised at the City's sole discretion, for a possible term of eleven (11) years.

Rationale for Using an RFP
The RFP process is being used to solicit the best available services at the most competitive prices. A proposal review committee of LASAN staff will evaluate all proposals in order to determine which proposals will bring the greatest benefits to the City.

Selection Process and Evaluation Criteria
A proposal review committee consisting of City staff will evaluate and rate all proposals. Based upon the evaluation committee's final report, LASAN will submit a report to the Board containing recommendations to award and execute contracts with the selected proposers for each of the tasks. Contracts will then be submitted to the Board, the Mayor, and the City Council for approval. The evaluation criteria for the proposal are outlined in the RFP and are summarized in Table 1 below.

TABLE 1

	Evaluation Criteria	TASK A Point Range	TASK B Point Range
1	**Qualifications, Experience and Operational Performance** • Ability to meet timelines and requirements for service • Personnel qualifications including training of employees • Experience with similar projects • Ability to provide timely reports	0-10	0-10
2	**Permit and Workplace Safety Requirement** • Employee safety demonstrated in Operations Plan, IIPP • Submit OSHA citations and Log of Work-Related Injuries and Illnesses for the past 5 years or from inception • List of safety equipment used during collection	0-10	0-15
3	**Technical Requirements and Financial Requirements** • Evidence of Certification and Regulatory Compliance • Financial Statements • Performance bond and insurance requirements • TDSF Facility location, hours and proximity • Capability, capacity and contingency plans	0-35	0-20
4	**Cost of Proposed Service** • Rate Sheets • Revenue sharing percentages (i.e. Paintcare) • Manifesting and subcontractor markup charges • Cost Saving Innovation • Mobilization fee	0-40	0-35

	Evaluation Criteria (continued)	TASK A Points	TASK B Points
5	• Ability to be flexible with dates and times for collection events • BIP inclusion • Evidence that disposal of material is in accordance with environmental regulations and Waste Management Hierarchy	0-5	0-20
	TOTAL MAXIMUM POINTS	**100**	**100**

TABLE 2

Evaluation Criteria	Percentage Task A	Percentage Task B
Technical Proposal and Schedule	35%	20%
Qualifications	20%	25%
Cost Control	40%	35%
State of Responsiveness	5%	20%
Total	**100%**	**100%**

World Wide Web
The RFP will be posted on the City's World Wide Web site in compliance with City Council motion 95-1060S2. It will be available for download on www.labavn.org.

Notification of Intent to Contract
The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on March 8, 2021.

Charter Section 1022
LASAN requested a Charter Section 1022 determination from the Personnel Department for these specific services on July 25, 2018. On September 11, 2018, the Personnel Department determined that City employees do not have the expertise to perform the work nor does the City possess the appropriate licenses and permits to own and operate the required facility.

Business Inclusion Program (BIP)
In compliance with the Mayor's Executive Directive No. 14, issued on January 12, 2011, it is the policy of the City of Los Angeles to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LGBTBE) an equal opportunity to participate in the performance of City Contracts. The LGBTBE certification is not required as part of the BIP Outreach, but is tracked for statistical tracking purposes. This RFP is subject to the BIP Outreach Requirements included in Attachment D of the RFP.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City's Business Assistance Virtual Network (LABAVN) system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

For this RFP, the City has set anticipated participation levels of 5 percent MBE, 2 percent WBE, 3 percent SBE, 2 percent EBE, zero percent DVBE. State and Federal regulations limited the number of responders in prior RFPs because they required the manifesting, interstate transport and out-of-state recycling and disposal of hazardous waste. This RFP includes a separate Task B to offer additional opportunities for proposals from local and minority businesses. The methodology for outreach to first-time Proposers included an exhaustive search and electronic mail notification.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Compliance with Board RFP Policy
As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Policies and Requirements
The proposers shall be required to comply with the City's policies and requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's use of Criminal History for Consideration of Employment Applications

Attachments and forms pertaining to these requirements are included in the RFP and on www.labavn.org.

Local Business Preference (LBP) Program
All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Contractor Responsibility Ordinance
All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of the contracts.

Contract Administration
Responsibility for the administration and management of the contract(s) will rest with the Solid Resources Citywide Recycling Division (SRCRD), LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD (No. SR159) on March 25, 2020 in the amount of $432,809,674.

STATUS OF FINANCING

No funding is required at this time. The projects will be funded from multiple sources including but not limited to the following funds:

- General Fund
- Solid Waste Resources Revenue Fund
- Central Los Angeles Recycling Transfer Station Fund
- Stormwater Pollution Abatement Fund
- Safe Clean Water Program Funds

- Landfill Closure and Postclosure Fund
- Citywide Recycling Trust Fund
- Household Hazardous Waste Trust Fund
- Household Hazardous Waste Special Fund
- Used Oil Special Fund
- Sewer Construction and Maintenance Fund

Specific funding information will be provided at the time of project award and on an annual basis.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

LYNDA MCGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

JOHN L. REAMER JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 3/25/21

Prepared by:
John Park, Solid Resources Citywide Recycling Division
213-440-8342

TRANSMITTAL 2

CONTRACT NO. C- _____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
Clean Harbors Environmental Services, Inc.
FOR

TASK A Residential Special Materials Program and
TASK B Routine and Emergency Hazardous Waste Field Services

City of Los Angeles
Department of Public Works
Los Angeles Sanitation and Environment
Barbara Romero, Director and General Manager

TASK A
Alexander E. Helou, Assistant Director
Solid Resources Citywide Recycling Division
Rowena Romano, Division Manager

TASK B
Robert Potter, Assistant Director
Livability Services Division
Gabriel Miranda, Division Manager

Julie Allen, Assistant Director
Watershed Protection Division
Alfredo Magallanes, Division Manager

TASK A Residential Special Materials Program and
TASK B Routine and Emergency Hazardous Waste Field Services

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TASK A Residential Special Materials Program
and
TASK B Routine and Emergency Hazardous Waste Field Services

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and Clean Harbors Environmental Services, Inc. hereinafter referred to as the "CONTRACTOR" or "Clean Harbors," is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting services for day to day operation and support of the Residential Special Material (RSM) Program. The RSM Program collects and recycles HOUSEHOLD HAZARDOUS WASTE (HHW) at permanent and remote sites and mobile collection events which have been pre-registered and permitted by the state.

WHEREAS, the CITY plans to utilize Clean Harbors to provide services for guaranteed diversion, recycling and/or disposal of all HHW, electronic and universal wastes that are generated at a collection point.

WHEREAS, the RSM Program also has a need for contracting support that includes services such as training, site maintenance, permit compliance, project management, public outreach, and other related activities related to HHW management; and

WHEREAS, the CITY is committed to the management of the RSM Program. Under TASK A of this Agreement, the RSM program will offer free services to residents of the City and County of Los Angeles to dispose of items required to be diverted from landfills, such as household chemicals, automotive fluids, electronic waste, batteries and sharps in a safe and environmentally responsible manner. Other materials may be added when designated by state and federal regulation and/or by the TASK A CITY PROGRAM MANAGER. Services under Task A will also include offering small businesses disposal for a nominal fee as part of the VSQG Program; and.

WHEREAS, certain materials abandoned or illegally dumped do not qualify as HHW and are considered HAZARDOUS WASTE (HW). HW must be promptly removed from every area within the CITY'S authority, thereby protecting its air, land and water resources from contamination. TASK B Services will include but not be limited to providing all required services for routine and emergency response to contain, identify, clean up, package, and transport hazardous waste found or spilled within the CITY or at facilities operated by the CITY, and also providing response to clean up illicit drug laboratories and drug chemical storage locations throughout Los Angeles.

WHEREAS Clean Harbors must, in addition to the services specified in the foregoing paragraphs, provide all necessary personnel, materials, supplies and recordkeeping for routine hazardous waste management. In addition, Clean Harbors must provide technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs), during the course of a five-year contract term and two 3-year renewals for a total of an eleven-year period; and

WHEREAS, Clean Harbors' services are deemed to be vital to meet the CITY's commitment

to divert HHW from landfills by offering residents a convenient and reliable disposal drop-off site and to comply with state and federal regulations and ensure the health and safety of all Los Angeles residents, including those in unsheltered communities; and

WHEREAS, on April 16, 2021, the Board of Public Works authorized the Bureau of Sanitation (LASAN) to distribute a Request for Proposals for Residential Special Materials (RSM) Program operation (Task A) and Routine and Emergency Hazardous Waste Services (Task B) and to negotiate a contract with a qualified proposer; and

WHEREAS, on July 29, 2021, LASAN received three (3) proposals in response to the RFP; and

WHEREAS, Clean Harbors was deemed the most qualified proposer with the best experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, Clean Harbors meets all State, Federal and local requirements to perform management of HHW wastes in accordance with the requirements of Title 40 and 49 of the Code of Federal Regulations and Title 14 and 22 of the California Code of Regulations; and meets California Department of Toxic Substance Control (DTSC), Department of Transportation (DOT) and federal Resource Conservation and Recovery Act (RCRA) requirements to perform, and transport Hazardous Waste Disposal Services; and

WHEREAS, the services to be provided by Clean Harbors are of an expert and technical nature; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

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:

2.1 Definitions Applicable to Task A RSM Program Services and TASK B Routine and Emergency Field Services

3R PROGRAM	REDUCE, REUSE AND RECYCLE Program.
AGREEMENT/CONTRACT	This contractual agreement between the CITY and Clean Harbors for TASK A RSM Program Services and/or TASK B Routine and Emergency Hazardous Waste Field Services.
APPLICABLE LAW	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of hazardous waste collection (RSM and Small Quantity Generator(SQG)) and the collection, management, transport, and disposal of hazardous waste or the performance of the scope of work as specified in the most current revision of the RSM Operations Manual.
APPROVED FACILITIES LIST	A list of hazardous waste management facilities authorized by the CITY for use for hazardous waste management under this CONTRACT.
APPROVED RECYCLER	An approved recycler per the State of California's Covered Electronic Waste Payment System that follows all the guidelines listed by the State of California's Department of Toxic Substances Control & State of California's CALRECYCLE.
BAVN	Business Assistance Virtual Network. SEE RAMPLA.
BIP	Business Inclusion Program.
BOARD	The Board of Public Works of the City of Los Angeles.
BULK DISPOSAL	Waste disposed of on a quantity basis, e.g., per gallon, per pound, per item, when the waste is charged on a quantity basis rather than according to container size because the quantity disposed is greater than the largest drum size on the rate schedule.
BULKED PACKED WASTE	Waste packed or contained in containers without intermediate containerization, i.e., waste that is not labpacked.
BUREAU	A Bureau of the City of Los Angeles Department of Public Works.
CALENDAR DAY	Each day that begins at 12:01 a.m. and ends twenty-four (24) hours thereafter at 12:00 midnight.

CCR	California Code of Regulations.
CALRECYCLE	California Department of Resources Recycling and Recovery.
CESQG	Conditionally Exempt Small Quantity Generator. A program established in April 1998 to help small businesses safely dispose of their hazardous waste materials for a fee. For the purposes of this contract, CESQG is interchangeable with SQG and VSQG.
CFR	Code of Federal Regulations.
CONTRACTOR/ CONSULTANT	Clean Harbors Environmental Services, Inc.
CONTRACTOR PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT.
COST PLUS	A one time or SUBCONTRACTOR invoice for which the CITY will reimburse the actual cost, as described on the original invoice, plus a percentage of the invoice. The percentage will be determined as described in the RATE SHEET
DAY(S)	Unless otherwise designated, any reference to day or days shall be CALENDAR DAYS.
DEPARTMENT	A department of the City of Los Angeles.
DIRECTOR	Director of LASAN or his/her designated representative.
DOT	Department of Transportation
DTSC	State of California's Department of Toxic Substances Control.
EPA	United States Environmental Protection Agency.
E-WASTE	Electronics and computer waste, including but not limited to radios, televisions, computers, photocopying machines, fax machines, oscilloscopes, computing accessories, but not appliances considered WHITE GOODS.
EXECUTION DATE	The date on which the CONTRACT/AGREEMENT is signed by the BOARD.

FIELD SERVICES	Services that may include, but are not limited to, waste identification, collection, transportation, disposal, testing and confined space operations, conducted at a specified site on a scheduled or emergency basis.
FUEL BLENDING/FUEL SUBSTITUTION	The process of burning waste not originally intended to be used as fuel to recover energy, or blending the waste with commercial fuels and burning the mixture for energy production, where the burned waste takes the place of commercial fuels which would have otherwise been burned for the production of energy.
HAZARDOUS WASTE	For the purposes of this CONTRACT, hazardous waste is defined in 40 CFR 261.20 through 261.24 and 302.4, and 22 CCR 66261 through 66261.126. Additionally, includes but is not limited to pollutants as defined in LAMC 64.70 (Health Hazards and Hazardous Substances).
HAZCATTING	The act of categorizing hazardous waste on site.
HOLIDAY	Specific days each calendar year that the CITY observes: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus/Indigenous Peoples Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all RSM program operations and other services approved in writing by the TASK A CITY PROGRAM MANAGER. Any days that are not included will be decided in writing by mutual agreement between the CITY and the CONTRACTOR.
HOTZONE	Designated area of RSM/HHW, E-WASTE and VSQG collection event where waste is collected.
HOUSEHOLD HAZARDOUS WASTE (HHW)	Any product labeled toxic, poisonous, combustible, corrosive, irritant, or flammable. Some examples include antifreeze, batteries, cleaning supplies, unused non-controlled pharmaceuticals, fluorescent light bulbs, TVs, computers, and cell phones. Wastes found or kept at a residence but not intended for household use are not HHW and cannot be disposed of through the RSM program. Also See RSM.
HOUSEHOLD HAZARDOUS WASTE ELEMENT (HHWE)	Requirement under California Public Resources Code sections 41500-41510 which states that each city and county shall prepare, adopt and submit to CalRecycle, a HHWE which identifies a program for the safe collection, recycling, treatment, and disposal of hazardous wastes that are generated by households.

HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN	A plan developed in partnership by the County of Los Angeles and the CITY in 1988 to fulfill the State HHWE.
INCINERATION	A treatment technology involving destruction of waste by controlled burning at high temperatures, e.g., burning sludge to remove the water and reduce the remaining residues to a safe, non-burnable ash which can be disposed of safely on land, in some waters or in underground locations.
LAAC	Los Angeles Administrative Code.
LAB PACKED WASTE	Waste contained in smaller containers packed inside US-DOT approved containers for shipment, i.e., waste packed in USDOT approved containers with intermediate, usually pre-existing, containerization.
LAND DISPOSAL	Placement of waste in or on the land that includes, but is not limited to, placement in a landfill, surface impoundment, waste pile, land treatment facility, or underground impoundment intended for disposal purposes.
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
LASAN COLLECTION YARDS	Various CITY locations throughout Los Angeles where E-WASTE may be collected.
MBE/WBE/SBE/EBE/DVBE/LGBTQ+/OBE	Minority/ Women/ Small/ Emerging/ Disabled Veteran/ Lesbian, Gay, Bisexual, Queer, plus/ Other Business Enterprises.
NEUTRALIZATION	The process of eliminating potential hazards by inactivating strong acids, caustics, and oxidizers.
OPERATING DAY	Any calendar day for which the CONTRACTOR is obligated, pursuant of the AGREEMENT/CONTRACT, to open the SAFE CENTER to receive RSM recyclable waste. CONTRACTOR Holidays are based on City Calendar (see HOLIDAY).
OVERTIME	For SAFE CENTERS AND MOBILE COLLECTION EVENTS, any time worked by an employee in excess of eight hours per day. Requires TASK A CITY PROGRAM MANAGER Authorization. For FIELD SERVICES, any hours worked outside of a regular WORK WEEK.

PBR	Permit By Rule as described in California Code of Regulations Title 22.
PERMIT	Permits, licenses and approvals required by federal, state, and local laws and regulations pertinent to hazardous waste collection, and the operations and maintenance of a conditionally exempt household hazardous waste management facility.
RCRA	Resource Conservation and Recovery Act, i.e., the federal law that creates the framework for the proper management of hazardous and non-hazardous solid waste. The law describes the waste management program mandated by Congress that gave EPA authority to develop the RCRA Program.
RATE SCHEDULES	Forms which list the UNIT RATE for items and services provided.
RECYCLING	Converting waste materials into new products by using the resources in discarded materials. Managing waste materials as fuel will only be considered as recycling when the material was intended as a fuel before it became waste.
REMOTE SITE	1. Permanent drop off locations for used oil, batteries and sharps, and other approved waste materials. 2. Other listed LASAN locations listed in the RSM PROGRAM OPERATIONS MANUAL [EXHIBIT 17].
RFP	Request for Proposals.
RSM	Residential Special Materials is an umbrella term that the CITY uses to describe the diversion of Household Hazardous Waste, E-waste, used oil and Universal Waste from landfills.
RSM PROGRAM	RESIDENTIAL SPECIAL MATERIALS PROGRAM – CITY collection program which encompasses collection of HHW, electronics and Universal Waste for landfill diversion through reuse and recycling, transportation and disposal.
SAFE CENTERS	**Solvents, Automotive, Flammables** and **Electronics (SAFE)** Centers, i.e., permanent collection sites where residents and businesses may drop off their RSM items, U-WASTE and E-WASTE. SAFE Centers are in various locations around the CITY.

SHIPPING PAPERS	Documents required for the lawful shipment of hazardous waste, including but not be limited to uniform hazardous waste manifests, bills of lading, and Land Disposal Restriction (LDR) forms.
SQG PROGRAM	Small Quantity Generator Program previously known as CESQG. For the purposes of this contract, SQG may be used interchangeably with VSQG and CESQG.
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR
TREATMENT	Any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to neutralize such waste or to render such waste non-hazardous or less hazardous, safer to transport, store or dispose of, or amenable for storage, or reduced in volume
TDSF	Ten Day Storage Facility.
TSDF	Treatment Storage and Disposal Facility; a permitted waste management facility as defined by CCR Title 22, Section 66260.10.
UNACCEPTABLE WASTE(S)	Waste that does not meet the RCRA definition for HHW, i.e. explosives, ammunition, radioactive waste, and biological or infectious medical waste.
UNIT RATE	Prices for items listed on the Rate Schedules which represent the total cost for transportation and disposal of that item.
UNIVERSAL WASTE	Also referred to as U-waste.
US DOT	United States Department of Transportation.
VSQG PROGRAM	Very Small Quantity Generator Program is the current term for the small business program, in which businesses that meet the criteria specified in 40 CFR 261.5 are entitled to dispose HHW for a nominal fee. For the purposes of this contract, VSQG is interchangeable with SQG and CESQG.

WASTE MANAGEMENT HIERARCHY	Hierarchy, provided by CITY policy, that requires wastes generated or managed by the CITY of Los Angeles be managed according to the following order of preference, beginning with the most preferred method: source reduction, recycling, fuel blending, neutralization/ treatment, incineration, then landfill.
WORK WEEK	For SAFE CENTERS AND MOBILE COLLECTION EVENTS, the seven days of operation at SAFE Centers and Mobile Collection Events. For FIELD SERVICES - ROUTINE Any five days from Monday to Sunday, between the operating hours of 6:00 am – 11:00 pm. For FIELD SERVICES - EMERGENCY, Services provided 24 hours a day, Monday through Sunday, 365 days a year.
ZERO WASTE PLAN	The Solid Waste Integrated Resources Plan (SWIRP) - most commonly known as the City's Zero Waste Plan - lays out a long term plan through 2030 for the City's solid waste programs, policies and environmental infrastructure

2.2 Additional Definitions for Task B Routine and Emergency Hazardous Waste Field Services

AFTER BUSINESS HOUR	10:00 pm to 6:00 am, hours charged at overtime rates.
BASE STATION:	The primary Emergency Response base station, maintained by CONTRACTOR within 50 miles of Los Angeles downtown City Hall.
CITY INSPECTOR	The designated representative of LASAN who shall have authority over the work to enforce compliance within all requirements and specifications of this CONTRACT
EMERGENCY FIELD SERVICES	Request for services for which the CONTRACTOR has NOT been given 24-hour pre-notice. Emergency field services can operate 7-days a week / 24 hours a day.
LARGE QUANTITY SPILL	A spill or illicit disposal of quantities greater than 55 U.S. gallons or 208 liters.

ROUTINE FIELD SERVICES	Request for services that the CONTRACTOR has been given approximately a minimum of 24-hour pre-notice. Routine field services can operate 7-days a week.
SCBA	Self-Contained Breathing Apparatus.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 3 – PROJECT DESCRIPTION

3.1 TASK A Residential Special Materials Program

CONTRACT services for TASK A are described in detail in Exhibit 17 - Residential Special Materials Operations Manual (Operations Manual), but include, among other things:

1. Providing labor and materials to identify, clean up, package, transport and/or dispose or recycle all HHW and other controlled waste streams from SAFE Centers and REMOTE SITES operated by the CITY and at CITY mobile events.
2. Managing and operating a VSQG Program at selected SAFE Centers as designated in the Operations Manual.
3. Providing support services for the training, maintenance and security of SAFE Centers and CITY staff as described in the Operations Manual.

The CITY manages permanent collection centers, known as SAFE CENTERS, where residents may drop off their household items during regularly scheduled hours throughout the year. The CITY may also operate MOBILE COLLECTION EVENTS in locations throughout the city. In addition, the CITY has REMOTE SITES that collect waste such as used oil, sharps and batteries. Service locations are authorized by the TASK A CITY PROGRAM MANAGER. The CITY also operates a telephone hotline whereby residents can call to receive general information regarding the RSM Program.

New State and Federal regulations continually add waste streams to the RSM Program. These have included Electronics (E-waste), fluorescent lights, sharps, batteries, and other items which should not go in the residential curbside black bins. The CITY also introduced a program for small businesses (SQG) in April 1998 to help them safely dispose of their hazardous waste materials. SQG is a fee-for-service program available to businesses that meet the criteria specified in Section 261.5 of Title 40 of the CFR.

California Public Resources Code, Section 41500 and the California Code of Regulations (CCR) Title 14, Section 18751.1, require the implementation and operation of a Household Hazardous Waste (HHW) collection program. The CITY, in partnership with the County, developed the Household Hazardous Waste Management Plan. The CITY manages the collection of RSM wastes as an integral part of that plan. Specifically, the RSM Program offers a free program to residents of both city and county for the collection of HHW, electronics, and Universal Waste for landfill diversion through reuse and recycling, transportation and disposal.

During the term of this contract, the CITY may evaluate other collection programs. The CITY, at its option, may implement other programs through this contract.

3.2 TASK B Routine and Emergency Hazardous Waste Field Services

3.2.1 Introduction

The CITY generates approximately five million pounds of hazardous waste per year through a variety of routine and emergency operations. This CONTRACT requires CONTRACTOR to provide managing, recycling, treatment, storage and disposal services of hazardous wastes generated by LASAN, through CONTRACTOR-owned or subcontractor TSDF. The CITY is committed to managing its hazardous waste as required by regulation and by using the most environmentally responsible methods.

CONTRACT services for Task B hazardous waste field services shall include but not be limited to providing:

1. ROUTINE FIELD SERVICES; and
2. EMERGENCY FIELD SERVICES

The CONTRACTOR shall contain, identify, clean up, package, transport, dispose or recycle all hazardous waste and/or associated waste streams found, discharged or spilled within the CITY's jurisdiction or at facilities operated by the CITY to CITY-approved TSDF, and also to provide routine or emergency response to illicit drug laboratories and drug chemical storage locations throughout the CITY.

The CONTRACTOR must, in addition to the services specified in the above paragraph, provide all necessary personnel, materials, supplies and recordkeeping for routine hazardous waste management. In addition, CONTRACTOR shall make available technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs).

3.2.2 Background

The CITY encompasses 468 square miles, with 25 miles between its east and west boundaries and 44 miles between its north and south boundaries. Several Departments of the CITY and Divisions of LASAN generate and/or manage hazardous waste.

LASAN'S hazardous waste streams vary by Division. Such waste streams include, but are not limited to, blood and bio-hazardous waste; petroleum products such as used motor oil, used transmission/hydraulic fluid, oily rags and absorbent; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; Polychlorinated biphenyls; paints and solvents; used batteries; gasoline; and asbestos-containing materials.

The CITY reserves the right to exclude any materials or waste stream from management under the contract for any reason. Materials/waste which may be excluded are: oil filters, antifreeze, paint, brake and parts cleaner, fluorescent lights, high intensity discharge lights, asbestos, clarifier waste, batteries and contaminated soil.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY THE CONTRACTOR

4.1 TASK A Residential Special Materials

4.1.1 The CONTRACTOR shall perform the services described in Article 4.1.4, Scope of Services, and Exhibit 16, Residential Special Materials Program Operations Manual. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or CONTRACTORs performing the same or similar services.

4.1.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards and all applicable federal, state and local regulations governing HHW.

4.1.3 Maintenance of Records - The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of four (4) years from the later of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.1.4 Scope of Services

Under the supervision of the TASK A CITY PROGRAM MANAGER, the CONTRACTOR shall provide services for the operation and maintenance of the Residential Special Materials (RSM) Program, which is an integral part of the City of Los Angeles/County of Los Angeles' Household Hazardous Waste Management Plan (HHWMP).

Under the RSM Program, the CONTRACTOR shall operate collection events, SAFE CENTERS, Remote sites and other services authorized by the TASK A CITY PROGRAM MANAGER. Operations include event mobilization, event staffing, waste management, event demobilization, preparation of shipping documents and reports, and other related services such as site selection, permit development, project management, and training as outlined in Exhibit 16, Residential Special Materials Operations Manual.

The CONTRACTOR shall be responsible for managing all wastes (including UNACCEPTABLE WASTE) received at events in accordance with all APPLICABLE LAWS.

The CONTRACTOR shall transport and dispose of all waste collected according to the Waste Disposal Hierarchy, and maintain a record of the type of disposal. The CONTRACTOR shall provide support for new programs resulting from changes in regulations, changes in the

CITY's methods of waste management, and changes in the materials the CITY decides to manage differently.

The CONTRACTOR shall refer to the most recent version of Exhibit 16, RESIDENTIAL SPECIAL MATERIALS PROGRAM OPERATIONS MANUAL, attached hereto and incorporated herein for details such as staffing, mobilization, set up, training, and other services to be rendered under this contract.

No other services shall be authorized without the express written approval by the TASK A CITY PROGRAM MANAGER. No services shall be performed, or unlisted waste processed, until a written quotation is first submitted to the TASK A CITY PROGRAM MANAGER and his written approval and signature is obtained. If services are performed without prior approval, the CITY will not be responsible for the costs associated with the service.

4.1.5 Workplace Safety Requirements

CONTRACTOR shall provide all workers and the public protection from all safety hazards through its Occupational Safety and Health programs. CONTRACTOR shall be responsible for abiding by APPLICABLE LAWS regarding workplace health and safety. The CONTRACTOR shall provide the CITY access to or printed and/or electronic copies of such health and safety programs and records, upon the CITY's request. CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for any RSM Program facility. Written notice to the CITY shall be made within two (2) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.1.6 CONTRACTOR Schedule of Services and Costs

The CONTRACTOR shall be paid according to Exhibit 17, RATE SCHEDULE. The RATE SCHEDULE will be adjusted according to the terms and conditions in Article 11, COMPENSATION, INVOICING AND PAYMENTS.

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law arising against the CITY (including reports, documents, and other tangible or intangible materials produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to labor-related expenditures.

4.1.7 No Guarantee of Minimum Amount of Work

Nothing in this Contract shall serve as a guarantee of a minimum or maximum number of collection incidents, a minimum or maximum number of days of operation, or a minimum or maximum quantity of household hazardous waste to be managed by the CONTRACTOR.

4.1.8 Adequate Staffing

Prior to each collection event/day, the City shall advise the CONTRACTOR of the anticipated staffing required. If the CONTRACTOR fails to provide adequate staffing (including adequate qualified staff) based on this information, the City may impose a fee or penalty on the CONTRACTOR of 25% of the set-up charges or $4,000, whichever is less. The penalty will be deducted from the final invoice.

4.1.9 No other waste streams or operations shall be incorporated into the RSM Program without the written approval of the TASK A CITY PROGRAM MANAGER.

4.1.10 APPROVED FACILITIES LIST

THE CONTRACTOR shall provide the CITY with a current waste management facilities list. The list shall include the final disposal destination as well as any intermediary transfer facilities or TSDFs to which waste may be shipped.

The CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring as a result of managing hazardous waste at a facility that was mutually agreed upon by both the CONTRACTOR and the CITY.

The CONTRACTOR shall submit a list of appropriately permitted facilities that will manage both the hazardous and non-hazardous wastes generated through the various components of the CITY'S RSM Program. The CONTRACTOR shall meet with the TASK A CITY PROGRAM MANAGER to discuss the list. The CITY and the CONTRACTOR shall mutually agree on an APPROVED FACILITIES LIST within fifteen (15) days of CONTRACT execution.

The CONTRACTOR shall pay all waste management costs that are associated with waste taken to an unauthorized facility and, indemnify and hold harmless the CITY for any incidents occurring as a result of managing hazardous waste at the unauthorized facility, and be subject to all damages, including but not limited to waste mitigation and liability claims.

For the duration of the CONTRACT, the CITY has the right to approve the (1) addition or deletion of facilities from the list, (2) reject the use of a facility and/or a treatment method or process for a specific waste stream, or (3) request that a specific facility and/or process or treatment method be used for a specific waste stream (4) inspect listed facilities with the CONTRACTOR'S assistance.

The following information should be provided for each facility listed:

1. Facility name, address, and its owner.
2. Type of facility (e.g., incinerator, TSDF).
3. Relationship between the CONTRACTOR and the facility (e.g., subsidiary, owned by, contract facility).
4. Name of contact at the facility along with phone, fax numbers and email
5. EPA identification number.
6. Waste Stream(s) accepted at the facility.
7. Acceptance criteria for new and ongoing waste streams.
8. Treatment methods employed by the facility.
9. Letter from each facility specifically stating that it has all the required permits, processes, and knowledge to manage the waste which the CONTRACTOR intends to send to the facility. The letter shall also identify contact information for each disposal facility.

4.2 TASK B Routine and Emergency Field Services

Nothing in this Section will serve as a guarantee of a minimum or maximum number of collection incidents, a minimum or maximum number of days or operation, or a minimum or maximum quantity of hazardous waste to be managed by the CONTRACTOR.

Responsibilities of and services to be performed by the CONTRACTOR are contained in the CONTRACTOR's submitted PROPOSAL as received on July 29, 2021 is inserted and is hereby incorporated by reference and hereby made part of this CONTRACT [EXHIBIT 19].

Services shall include, but are not limited to the following:

4.2.1 CONTRACTOR shall perform the services described in Article 4.2.10 CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional CONTRACTORs performing the same or similar services.

4.2.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.2.3 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract, or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY's representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.2.4 SAFETY PLAN

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all applicable laws, building, and construction codes as outlined in Title 8 of the California Code of Regulations (Code), safety and health regulations in the Code, and all City of Los Angeles Safety Policies (http://per.lacity.org/Safety). The CONTRACTOR shall also comply with CalOSHA's requirements.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the WORK until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the WORK.

4.2.5 CONTRACTOR STATE LICENSE REQUIREMENTS

Throughout the duration of the CONTRACT, the CONTRACTOR shall hold all necessary licenses, including, but not limited to, an effective California CONTRACTORs State License Board Class A – General Engineering CONTRACTOR issued License with Certifications in asbestos (ASB Certification) and hazardous substance removal (HAZ Certification). The

CONTRACTOR further certifies that it will inform the CITY of any suspension, termination, lapses, non-renewals, or restrictions of its licenses, certificates, or other required documents immediately, but no later than 72 hours after being notified of the same.

All CONTRACTOR and SUBCONTRACTOR personnel working on routine and emergency response crews, or cleanup, or handling hazardous materials or hazardous waste shall have appropriate training including, but not limited to, Hazardous Waste Operator training required under the Code of Federal Regulations, Title 29, Part 1910, Section 120. These records shall be retained for a period of no less than five (5) years. The records and certificates will be subject to examination and audit by authorized CITY personnel or CITY representatives at any time. All personnel shall be trained for their job duties and in the use of job equipment and personnel protective equipment, and in recognizing and avoiding exposure to hazards which may occur. All personnel operating heavy equipment such as forklifts, loaders, cranes, backhoes and excavators, and other heavy powered equipment shall be trained in the use of the equipment. A record shall be kept of the completed training including the signature of the person doing the training verifying that all equipment operators have completed the training and have demonstrated satisfactory competence in the use of the equipment.

All costs of maintaining licenses and/or certifications, as specified herein, shall be borne by the CONTRACTOR.

4.2.6 COMPENSATION AND PAYMENT

All compensation shall be in accordance with the rates in Exhibit 17 – RATE SCHEDULE.

4.2.7 PERMIT STATUS NOTIFICATION

CONTRACTOR shall immediately notify TASK B CITY PROGRAM MANAGER. of any suspension, termination, lapses, non-renewals, or restrictions of permits or other documents.

4.2.8 ANCILLARY EQUIPMENT SUPPLIES AND SERVICES

The CONTRACTOR shall provide ancillary equipment, and supplies as the CITY finds necessary for the implementation and optimization of the ROUTINE and EMERGENCY FIELD SERVICES. Specific costs and terms shall be negotiated on a case-by-case basis.

4.2.9 TRAFFIC CONTROL

All traffic control in the work area shall conform to the edition of the Work Area Traffic Control Handbook (W.A.T.C.H) in effect at the time of execution of the CONTRACT.

Vehicles and personnel not complying with this requirement shall be ordered to be removed immediately from the area by the CITY and shall not be utilized again for the remainder of the workday.

4.2.10 TASK B SCOPE OF SERVICES

4.2.10.1 ROUTINE FIELD SERVICES

Shall include, but not limited to, the following:

The CONTRACTOR shall provide hazardous waste services throughout the City of Los Angeles at a predetermined schedule as determined by the TASK B-CITY CITY

PROGRAM MANAGER or designee.

For ROUTINE FIELD SERVICES, CONTRACTOR will maintain response capability including personnel; response vehicles and equipment and supplies as determined by the CITY. All costs to maintain emergency response capability, as specified herein, shall be borne by the CONTRACTOR. The CONTRACTOR will maintain the capability to perform on-site hazard categorization. ("HAZCATTING") of unknown wastes when requested by the CITY representatives at a hazardous waste response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The CONTRACTOR will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. The CONTRACTOR will maintain in-house or subcontract the capability to deploy heavy equipment and operating personnel. The CITY reserves the right to submit to the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S hazardous waste.

Further, for ROUTINE FIELD SERVICES, CONTRACTOR shall provide an address for the BASE STATION from which the primary routine response team(s) will be deployed as included in Exhibit 18 Facility List. Information on multiple base stations and mobile response deployment for teams which are already in the field at the time of notification should also be provided.

The CITY will provide the locations, quantity of containers, and type of work on an as-needed basis.

It is the CONTRACTOR'S sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used under this CONTRACT clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR acknowledges that the requests for service may include service at locations in the public right of way where collection may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service required in this condition, in the manner and within the time stipulated by the CITY.

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, or public surrounding area. If such damage occurs, it is the CONTRACTOR's responsibility to make repairs as agreed between the CITY and the CONTRACTOR within such time as specified by the TASK B-CITY CITY PROGRAM MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

The CONTRACTOR shall meet the requirements specified in Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, Permit No. CAS004004 (and subsequent iterations), Table 5 Required Conditions for Conditional Exempt Non-Stormwater Discharges: Discharge Category-Street/Sidewalk wash water

(https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/regional_permit.html). All costs of meeting such requirements shall be borne by the CONTRACTOR.

Throughout all phases of ROUTINE FIELD SERVICES, the CONTRACTOR shall keep work sites clean and free from rubbish and debris including two (2) feet outside the perimeter of the work site(s). The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or through other means as necessary. Upon completion of the WORK, the CONTRACTOR shall remove all its tools, materials and other articles from the property of the CITY.

It is the CONTRACTOR's sole responsibility to submit an electronic table in Microsoft Excel and/or other acceptable format to the TASK B-CITY CITY PROGRAM MANAGER at the conclusion of the ROUTINE FIELD SERVICE.

The Excel table shall include the following information for each ROUTINE FIELD SERVICE:

a. Date of service
b. Street name
c. Nearest cross street
d. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
e. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
f. Any relevant comments

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the ROUTINE FIELD SERVICE shall result in invoices for that ROUTINE FIELD SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR for completion.

4.2.10.1.1 INSPECTION OF ROUTINE FIELD SERVICES

The CITY will inspect all ROUTINE FIELD SERVICES conducted to ensure compliance with the CONTRACT requirements, and to determine the acceptability and quality of the workmanship. The CITY INSPECTOR shall be permitted access to all parts of the ROUTINE FIELD SERVICE, including locations where materials or equipment are stored or disposed. All materials and workmanship furnished by the CONTRACTOR shall be subject to CITY inspection.

The CITY has the right at all times to reject any materials or workmanship to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. All materials, parts, and equipment furnished by the CONTRACTOR for the ROUTINE FIELD SERVICE shall be new, high grade, and free from defects. All materials and workmanship shall be subject to approval by the CITY. If the CITY has not rejected materials or workmanship which is defective, or which is contrary to the specifications, it may be rejected by the CITY upon discovery. All costs of replacement of rejected materials or workmanship, as specified herein, shall be borne by the

CONTRACTOR.

4.2.10.1.2 ROUTINE FIELD SERVICES WORKING HOURS AND HOLIDAYS

The CONTRACTOR's authorized working hours for ROUTINE FIELD SERVICE are from 6:00 AM to 11:00 PM, Monday through Sunday.

The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT. The working days for ROUTINE FIELD SERVICE are Monday through Sunday.

4.2.10.1.3 DURATION

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the ROUTINE FIELD SERVICE are of the essence. The duration of work performed for a ROUTINE FIELD SERVICE request shall not exceed one day unless pre-authorized by the TASK B-CITY PROGRAM MANAGER. Failure to complete the agreed upon ROUTINE FIELD SERVICE per the deadline will subject the CONTRACTOR to liquidated damages.

4.2.10.1.4 LIQUIDATED DAMAGES FOR LATE ROUTINE FIELD SERVICE

Any CONTRACTOR caused delay in the ROUTINE FIELD SERVICE will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per each CALENDAR DAY beyond the date of the service request. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each service request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in ROUTINE FIELD SERVICE, due to causes not reasonably foreseeable by both parties at the time of the execution of the service request and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemic, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

4.2.10.2 EMERGENCY FIELD SERVICES

The CONTRACTOR will maintain emergency response capability, including personnel; retain and operate emergency response vehicles and maintain equipment

and supplies as specified by the CITY. The CONTRACTOR will maintain the capability to perform on-site hazard categorization ("HAZCATTING") of unknown wastes when requested by CITY representatives at a hazardous waste response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The CONTRACTOR will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the CONTRACTOR will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The CITY reserves the right to submit to the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S hazardous waste. The CONTRACTOR will provide no more than 30% of the dollar volume of work done under this contract, exclusive of TSDF Services, through SUBCONTRACTORS. CONTRACTOR must perform no less than 70% of the work.

EMERGENCY FIELD SERVICES shall include, but not be limited to, the following:

4.2.10.2.1 The CONTRACTOR shall provide hazardous waste cleanup, transport and disposal services throughout the City of Los Angeles as determined by the TASK B-CITY PROGRAM MANAGER or designee.

The CITY will provide the locations on an as-needed basis. The location of the EMERGENCY FIELD SERVICE request shall be determined by the TASK B-CITY PROGRAM MANAGER or designee.

The CONTRACTOR shall maintain the capability to dispatch multiple response teams for small and large quantity incidents/spills to assure adequate response within the deployment and arrival time requirements specified herein. In order to ensure an effective response, the CONTRACTOR shall develop two lists of equipment that shall be carried on corresponding responding vehicles that have been approved by the City to address small and large quantity spills. The TASK B CITY PROGRAM MANAGER or designee shall notify the CONTRACTOR upon request if the request is for a small or large quantity spill.

It is the CONTRACTOR's sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used for this project clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR shall note that the request for service may include locations in the public right of way where collection may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service request required in this condition, in the manner and within the time stipulated by the CITY.

If damage to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, utilities, sewers, storm drains or public surrounding

area, is reported to the TASK B CITY PROGRAM MANAGER, then it is the CONTRACTOR's responsibility to make the necessary repairs within such time as specified by the TASK B-CITY CITY PROGRAM MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

It is the CONTRACTOR's sole responsibility to submit an electronic table in Microsoft Excel format to the TASK B-CITY CITY PROGRAM MANAGER or designee at the conclusion of the EMERGENCY FIELD SERVICE.

The Excel table shall include the following information for each EMERGENCY FIELD SERVICE:

a. Date of service
b. Street name
c. Nearest cross street
d. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
e. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
f. Any relevant comments

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the EMERGENCY FIELD SERVICE shall result in invoices for that EMERGENCY FIELD SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR.

4.2.10.2.3 INSPECTION OF EMERGENCY FIELD SERVICES

The CITY will inspect all EMERGENCY FIELD SERVICES conducted under a task order to ensure compliance with the CONTRACT requirements, and to determine the acceptability and quality of the workmanship. The CITY INSPECTOR shall be permitted access to all parts of the EMERGENCY FIELD SERVICE, including locations where materials or equipment are stored, transported or disposed. All materials and workmanship furnished by the CONTRACTOR shall be subject to CITY inspection.

The CITY has the right at all times to reject any materials or workmanship to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. All materials, parts, and equipment furnished by the CONTRACTOR for the EMERGENCY FIELD SERVICE shall be new, high grade, and free from defects. All materials and workmanship shall be subject to approval by the CITY INSPECTOR. If the CITY has not rejected materials or workmanship which is defective, or which is contrary to the specifications, it may be rejected by the CITY upon discovery. All costs of replacement of rejected materials or workmanship, as specified herein, shall be borne by the CONTRACTOR.

4.2.10.2.4 EMERGENCY FIELD SERVICE WORKING HOURS AND HOLIDAYS

The CONTRACTOR's authorized working hours for EMERGENCY FIELD SERVICE are from 24 hours a day, Monday through Sunday, 365 days a year.

The CONTRACTOR shall be cognizant of street parking restrictions. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT.

4.2.10.2.5 DURATION

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the EMERGENCY FIELD SERVICE is of the essence.

The start of the EMERGENCY FIELD SERVICE work, under the CONTRACT, shall commence within 3 hours of receipt by the CONTRACTOR. For clarification, start shall be defined as mobilization from Base Station by the CONTRACTOR. Failure to complete the agreed-upon EMERGENCY FIELD SERVICE per the deadline may subject the CONTRACTOR to liquidated damages.

The CONTRACTOR shall notify the City immediately upon discovery if the 3-hour commencement cannot be met and provide the next steps necessary to move forward immediately with the response.

4.2.10.2.6 LIQUIDATED DAMAGES FOR LATE EMERGENCY FIELD SERVICE

Any CONTRACTOR caused delay in an EMERGENCY FIELD SERVICE will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per hour for each whole hour of delay for each situation. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each EMERGENCY FIELD SERVICE Request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in EMERGENCY FIELD SERVICE, due to causes not reasonably foreseeable by both parties at the time of the execution of the CONTRACT and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemics, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR personnel shall be named according to TASK A and TASK B.

5.1.1 TASK A Residential Special Materials

The CONTRACTOR designates the following person to represent the CONTRACTOR in TASK A matters pertaining to this AGREEMENT:

Name, Title: Javier Manzano, Technical Services District Manager
Address: 18408 S Laurel Park Road, Rancho Dominguez, Ca 90220
Telephone: (310) 403-3379
E-mail: manzano.javier@cleanharbors.com

Name, Title: Maria Perez, Account Manager
Address: 18408 S Laurel Park Road, Rancho Dominguez, Ca 90220
Telephone: (310) 594-4385
E-mail: perez.maria@cleanharbors.com

Additional technical specialists shall be assigned subject to the TASK A CITY PROGRAM MANAGER'S approval.

5.1.2 TASK B Routine Field Services

The CONTRACTOR designates the following person(s) to represent the CONTRACTOR in all matters pertaining to **Routine Field Services**:

Name, Title: Mike De La Torre, Field Services District Manager
Address: 2500 Victoria E. St., Compton, Ca 90220
Telephone: (323) 216-0470
E-mail: delatorre.mike@cleanharbors.com

Name, Title: Javier Gabriel, Field Services Project Supervisor
Address: 2500 Victoria E. St., Compton, Ca 90220
Telephone: (323) 216-0487
E-mail: gabriel.javier@cleanharbors.com

Name, Title: Maria Perez, Account Manager
Address: 18408 S Laurel Park Road, Rancho Dominguez, Ca 90220
Telephone: (310) 594-4385
E-mail: perez.maria@cleanharbors.com

5.1.3 TASK B Emergency Hazardous Waste Field Services

The CONTRACTOR designates the following person(s) to represent the CONTRACTOR in all matters pertaining to **Emergency Hazardous Waste Field Services**:

Name, Title: Mike De La Torre, Field Services District Manager
Address: 2500 Victoria E. St, Compton, Ca 90220
Telephone: (323) 216-0470
E-mail: delatorre.mike@cleanharbors.com

Name, Title: Javier Gabriel, Field Services Project Supervisor
Address: 2500 Victoria E. St, Compton, Ca 90220
Telephone: (323) 216-0487
E-mail: gabriel.javier@cleanharbors.com

Name, Title: Maria Perez, Account Manager
Address: 18408 S Laurel Park Road, Rancho Dominguez, Ca 90220
Telephone: (310) 594-4385

E-mail: perez.maria@cleanharbors.com

Additional technical specialists shall be assigned subject to the TASK B CITY PROGRAM MANAGER'S approval.

5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S TASK A and TASK B CITY PROGRAM MANAGERS, whose consent shall not be withheld unreasonably.

5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

6.1 TASK A Residential Special Materials

The CITY shall manage the entire RSM program. The CITY's responsibilities shall include but not be limited to determining the collection sites, schedules, operation hours, staffing and equipment requirements.

The CITY shall have the sole authority to sign all legally required shipping documents. The CITY shall conduct safety inspections as it deems necessary.

The CITY shall have the final authority to determine acceptability of waste brought to events. The CITY shall verify all legally required permits and documents and shall perform such audits as it deems necessary. The CITY shall review, approve and process all invoices submitted by the CONTRACTOR and shall process payment in an expeditious manner.

The CITY shall furnish a current RESIDENTIAL SPECIAL MATERIALS PROGRAM OPERATIONS MANUAL [Exhibit 16] for specific instructions regarding documents, locations, operations, staffing and other requirements. The manual may be revised, as necessary.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

The CITY designates the following TASK A CITY PROGRAM MANAGER to represent the CITY in all matters within the scope of TASK A of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the TASK A CITY PROGRAM MANAGER. The TASK A CITY PROGRAM MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee from the SRCRD division of LASAN to succeed John Park as the TASK A CITY PROGRAM MANAGER. The CONTRACTOR will be notified in writing in such an event.

The Task A CITY PROGRAM MANAGER:

Name:	John Park
Title:	Environmental Engineer
LASAN Division	Solid Resources Citywide Recycling Division (SRCRD)
Address:	1149 S. Broadway, 5th Floor Mail Stop 944
Telephone:	213 485-3970
E-mail:	John.Park@lacity.org

6.2 TASK B Routine and Emergency Field Services

The CITY designates the following TASK B CITY PROGRAM MANAGERS and alternates to represent the CITY in all matters within the scope of this AGREEMENT'S TASK B relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the TASK B CITY PROGRAM MANAGER. The TASK B CITY PROGRAM MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed the following as TASK B CITY PROGRAM MANAGERS. The CONTRACTOR will be notified in writing in such an event.

The TASK B CITY PROGRAM MANAGER:

Name:	Alfredo Magallanes
Title:	Principal Environmental Engineer
Address:	1149 S. Broadway, 10th Floor, Los Angeles CA 90015
Telephone:	323-342-1513 (duty officer desk)
E-mail:	alfredo.magallanes@lacity.org

The TASK B-CITY CITY PROGRAM MANAGER Alternate/designee:

Name:	Howard Wong
Title:	Chief Environmental Compliance Officer
Address:	1149 S. Broadway, Los Angeles CA 90015
Telephone:	213-725-6313
E-mail:	howard.wong@lacity.org

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years with two (2) 3-year renewal options at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 9 [TERMINATION ARTICLE] or extended by a duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two (2) 3-year renewal options, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis

prior to the end of either the initial five 5-year term if the CITY elects not to renew, or the end of the eleven 11-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 180 days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five percent (5%) of the total CONTRACT ceiling. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least ninety (90) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred, but no later than November 1, 2023:

A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;
C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

Either party may terminate this CONTRACT, in whole or in part, for a party's convenience at any time by providing the other party sixty (60) days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21 [FORCE MAJEURE/EXCUSABLE DELAYS ARTICLE], if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California

Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or $10,000, whichever is greater, shall require the prior approval of the CITY.T A copy of all subcontracts shall be submitted to the TASK A CITY PROGRAM MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS/ SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

Payment authorization is restricted to LASAN operations. Separate contracts, ceilings, funds and appropriations are required for another Bureau within the Department of Public Works or other CITY Department.

11.1 Separation of TASK A and TASK B Billing

11.1.1 TASK A - Residential Special Materials

Invoices for all TASK A services shall be addressed to:

TASK A CITY PROGRAM MANAGER
Residential Special Materials Group
Solid Waste Citywide Recycling Division
1149 S. Broadway, 5th Floor Mail Stop 944
Los Angeles, CA 90015

11.1.1.1 Mobilization Fee for SAFE CENTERS

The Permanent RSM Collection Center Mobilization Fee is a fixed weekly charge for a minimum of one operating day per calendar week, maximum of five operating days per week per SAFE CENTER. A second mobilization trip and supply charge may be assessed for the sixth and seventh operating day per calendar week. Mobilization Fees are subject to CPI increases.

There will be no additional mobilization/demobilization charges for bulking operations at the SAFE CENTERS.

SAFE CENTER Mobilization Fee includes:

- All consumable supplies (including personal protective equipment) required to set up and completely operate the RSM Center for collection operation and clean-up after closing.
- All trucks, labor and other equipment required to handle and load waste onto transport vehicles, and transport the waste to disposal facilities.
- Capital expenditures related to Permanent Collection Center activity including computer equipment and office supplies and printable forms.
- Forklift rentals for operations at SAFE CENTERS will be charged to the CITY at CONTRACTOR's cost.
- Transport of waste containers between SAFE CENTERS for purposes of consolidation.

11.1.1.2 Mobilization Fee for Temporary Mobile Events

Mobilization Fee for Temporary Mobile Events is a per-event charge. A tiered fee is based on the number of cars expected to participate over the course of the event. Because set-up costs vary greatly with set-up size, the tent canopies and lighting will be charged separately in order to minimize total operating costs. Mobilization Fees are subject to CPI increases.

Site Mobilizations, Operational, and Equipment charges shall include the following:

- All the labor costs required to set up and completely prepare the site for collection operations.
- First Aid supplies, fire extinguishers, tables, and chairs for the break area, water, beverages, food and refreshments for all personnel on site.
- Traffic control equipment, including directional signs, traffic cones, delineators, barricades, etc. required to ensure efficient and safe traffic flow and control.
- All trucks, forklifts, and other equipment required to set up and break down the collection site; load waste onto transport vehicles, and transport the waste to disposal facilities.
- Charge to transport partially filled containers of waste from a mobile collection event to the nearest SAFE CENTER for consolidation.

11.1.1.3 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY pursuant to Exhibit 17 [RATE SCHEDULES].

11.1.1.4 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the 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 in writing and said approval for payment occurs after this AGREEMENT is fully executed.

11.1.1.5 Exhibit 17 [RATE SCHEDULES] is attached hereto and incorporated herein by this reference. SAFE Center Invoices shall be billed monthly. Mobile Events and REMOTE SITE pickups should be invoiced by event. Mobile Event Invoices will be paid only for those locations with written authorization by the TASK A CITY PROGRAM MANAGER. Invoices shall only be considered complete when they include manifests, Form 303 waste categorization summary, personnel sign-in sheets and current SUBCONTRACTOR Utilization Report.

11.1.1.6 Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in Exhibit 17 [RATE SCHEDULES]. The hourly billing rates shall be approved by the TASK A CITY PROGRAM MANAGER. Overtime may only be charged for time worked on site more than 8 hours per day per employee.

- Time spent traveling to and from the site may not be charged for any personnel.
- Timesheets will be kept for each day of each collection site. All personnel are required to sign in and sign out. Timesheets will show total hours worked for each employee and to be submitted with the invoice. Invoices without required timesheets will not be processed.
- On-site breaks will comply with all OSHA regulations and timesheets submitted will reflect all breaks.
- CONTRACTOR is permitted to charge reasonable office time in order to prepare manifests, labels, hazardous waste profiles, required waste summary reports, and Form 303 reports. Time spent to prepare invoices or correspondence regarding invoices will not be charged to the CITY.

- Reasonable office time is anticipated at four (4) hours per mobile event and four (4) hours per SAFE CENTER per month.

11.1.1.7 The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

11.1.1.8 The CITY will only pay for items designated in Exhibit 17 [RATE SCHEDULES] Residential Special Materials. Any other material accepted for disposal will not be added to the RSM RATE SCHEDULES unless first identified by federal or state statute.

11.1.2 Task B Routine and Emergency Hazardous Waste Field Services
Invoices for all TASK B services shall be addressed to:
TASK B CITY PROGRAM MANAGER
Alfredo Magallanes, Principal Environmental Engineer
Attention: WPD Admin Section
2714 Media Center Drive, Los Angeles CA 90065

11.1.2.1 Invoicing totals shall be the itemized services from current year's RATE SHEETS [EXHIBIT 17] which shall be at the rates as approved by the TASK A or TASK B CITY PROGRAM MANAGER to be charged by the CONTRACTOR.

11.1.2.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY pursuant to Exhibit 17 [RATE SCHEDULES].

11.1.2.3 Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the 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 in writing and said approval for payment occurs after this AGREEMENT is fully executed.

11.1.2.4 EXHIBIT 17 [RATE SCHEDULES], attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Task Order.

11.1.2.5 Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in Exhibit 17 [RATE SCHEDULES]. The hourly billing rates shall be approved by the TASK A or TASK B CITY PROGRAM MANAGER for the CONTRACTOR employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.2.6 Time and Material Billing Rate is applicable for Section 4.2.8 only. Payments shall be made upon the satisfactory completion of the tasks or milestones

as set forth in the Project Task Order.

11.1.2.7 The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

11.2 Compensation

TASK A and TASK B shall be invoiced separately and forwarded to either TASK or TASK B PROGRAM MANAGERS and shall compensate the CONTRACTOR for all services in accordance with Exhibit 17 [RATE SCHEDULES], including any costs for additional services requested by the CITY. The RATE SCHEDULES as specified in Exhibit 17 are hereby incorporated by reference and made a part of this CONTRACT.

The total cost ceiling for this AGREEMENT is $432,800,000.

11.2.1 Task A Residential Special Materials Program

The CONTRACTOR agrees to perform the work specified in Article 4.1.4 [SCOPE OF SERVICES ARTICLE], and the CITY shall compensate the CONTRACTOR based on Exhibit 17 [RATE SCHEDULES]. A separate TASK A RATE Schedule for the SRCRD Division shall include rates for SAFE Center, VSQG, Mobile Events and other Remote Site collections as described in Exhibit 16 [Operations Manual]. Hourly rates, SUBCONTRACTOR fees, and other direct/indirect charges shall be in accordance with rates set therein.

11.2.2 Task B Routine and Emergency Field Services

Routine Field Services

The CONTRACTOR agrees to perform the work specified in Articles 4.2.8, 4.2.10, and the CITY shall compensate the CONTRACTOR based on Exhibit 17 [RATE SCHEDULES] for Section 4.2.8. The CITY shall designate the compensation method in the Task Orders to be issued under this AGREEMENT. Hourly rates, SUBCONTRACTOR fees, and other direct/indirect charges shall be in accordance with rates set therein.

Payment shall be made upon the satisfactory completion of the tasks as set forth in the Task Order. The total cost ceiling shall be stated in the Task Order.

11.3 Invoicing and Payment

11.3.1 Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR's invoice and attachments and notify the CONTRACTOR of any exceptions or disputed items within 7 business days of receipt of the invoice. If an invoice is not properly submitted, then a new 7-day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY, the CITY will make a good faith effort to process payments in 45 days.

The CONTRACTOR acknowledges that the process payment duration starts when a complete and accurate invoice is received and approved as noted by the CITY and not the date noted on the original invoice.

11.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. The CONTRACTOR shall submit a SUBCONTRACTOR Utilization Form, Exhibit 2 [Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE], as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/ DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the SUBCONTRACTOR Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.

11.3.3 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of Exhibit 17 [RATE SCHEDULES] set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Exhibit 17 [RATE SCHEDULES] unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of Exhibit 17 [RATE SCHEDULES] set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

11.3.4 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

11.3.5 The CONTRACTOR shall submit to the CITY an original invoice for each SAFE Center, Mobile Event and Used Oil Pumping operation, including copies of all timesheets and waste tracking thru Certificates of Destruction at no additional cost to the CITY. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of any discrepancies, exceptions or disputed items. Should an invoice be deemed incomplete, it will be returned to the CONTRACTOR for correction. The CITY shall approve the invoice for payment only after the CITY receives the CONTRACTOR'S corrected invoice. The format of reports and invoices are to be specified in the awarded CONTRACT.

11.3.6 Invoices for individual task orders may be consolidated.

11.3.7 For task orders, the CONTRACTOR shall submit to the CITY, upon the satisfactory completion of each task, an original and three (3) copies of an invoice in a format acceptable to the CITY. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of exceptions or disputed items and their dollar amount.

The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. The CITY shall pay the CONTRACTOR all amounts approved for payment after the TASK B CITY PROGRAM MANAGER receives the CONTRACTOR'S invoice.

11.3.8 Annual Rebates

11.3.8.1 Annual Timely Payment Rebate

If 85% or more of all invoices are paid within 45 days of approval and 90% or more of all invoices are paid within 75 days, then a rebate of 3.5% on all invoices will apply. No rebate will be paid if more than 10% of all invoices are paid after the 75-day term. The timeframe for calculating the rebate shall begin on the Effective Date of contract to calendar year end and subsequently shall be based on each calendar year. The rebate will be distributed at the end of the first quarter following the year of record.

11.3.8.2 Annual Volume Rebate

If the amount invoiced by the CONTRACTOR, in any calendar year, exceeds twenty-seven million dollars ($27,000,000), then an Annual Volume Rebate of 3.5% will be applied to all invoiced and paid transactions.

The timeframe for calculating the rebate shall begin on Effective Date of contract to that year end and subsequently shall be based on calendar year. CONTRACTOR and CITY will reconcile any applicable rebates during the first quarter of each year for the previous year and rebates owed shall be paid by the end of the second quarter of the year.

11.4 False Claims Act

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

11.5 Cost Adjustments

11.5.1 Annual Consumer Price Index (CPI) Increase

The RATE SCHEDULES [Exhibit 17] shall be firm for 12 months of this CONTRACT and will be adjusted as of the first anniversary of the CONTRACT execution date, unless otherwise agreed, to reflect the cumulative changes in the Consumer Price Index (CPI-U), not to exceed 5% each year.

The RATE SCHEDULES as specified in Exhibit 17 are hereby incorporated by reference and made a part of this CONTRACT. Rates shall be adjusted by a formula based on the Consumer Price Index (CPI-U) as follows:

Annual Inflation Factor = ((B-A)/A) X 100)
A = CPI-U on previous contract anniversary date.
B = CPI-U on current contract anniversary date.

The CPI-U index that will be used is the Los Angeles-Long Beach-Anaheim, CA for all items, published by the US Bureau of Labor Statistics. For any reason if this CPI index

is discontinued then a new one will be selected by mutual agreement.

11.5.2 Living Wage Increase

Whenever the Living Wage Hourly rate increases higher than the allowable CPI increase, Clean Harbors retains the right to request a contract amendment to incorporate renegotiated, mutually agreed-upon labor rates in the RATE SCHEDULES.

11.6 Liquidated Damages and Chargebacks

11.6.1 Adequate Staffing

- Prior to each collection event/day, the CITY shall advise the CONTRACTOR of the anticipated staffing required. If the CONTRACTOR fails to provide the agreed upon staffing (including adequate qualified staff) without at least 24-hour notification, the City may impose a fee or penalty on the CONTRACTOR of 25% of the set-up/mobilization charges or $4,000, whichever is less. The penalty will be deducted from the final invoice.
- Should any CONTRACTOR provided staff leave the collection site prior to the end or scale-back of operations, for any reason other than medical emergency, the CITY may impose a fee equal to double the hourly wage rates for the time not present at the collection site during operations.

11.6.2 Unacceptable Materials (TASK A ONLY)

The CONTRACTOR is responsible for refusing to accept any materials that are not HHW, E-Waste or U-Waste. Only those materials listed in the RSM Program Operations Manual [Exhibit 16] (Manual) should be unloaded from participant vehicles. Any materials not listed in the manual and accepted by CONTRACTOR provided staff will be disposed of at the CONTRACTOR'S expense.

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7 [TERM OF AGREEMENT AND TIME OF EFFECTIVENESS ARTICLE].

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

Except to the extent caused by the negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of

an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits of the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 [INSURANCE CONTRACTUAL REQUIREMENTS EXHIBIT] hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

The CONTRACTOR is an independent CONTRACTOR and not as an agent or employee of the CITY. The 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.

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

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

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6 [RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY]. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 The 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.

15.5 Except as specified in Article 13 [INDEMNIFICATION ARTICLE] and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

15.6 Use of Unauthorized Hazardous Waste Facilities
The CONTRACTOR shall not send hazardous waste to any facility that has not been approved by the CITY. In the event that waste is sent to an unauthorized facility, the CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring as a result of managing hazardous waste at the unauthorized facility, and be subject to all damages, including but not limited to waste mitigation and liability claims.

15.7 Complaints and Incidents
It is the responsibility of the CONTRACTOR'S site supervisor to notify the TASK A CITY PROGRAM MANAGER of complaints and incidents within 72 hours of their occurrence.

The CONTRACTOR is responsible for damages to and property missing, to the extent caused by, from participants' vehicles through the act of unloading the vehicle.

The CONTRACTOR is responsible for damages, to the extent caused by, to City facilities including, but not limited to storage lockers, buildings and landscaping.

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device,

instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 18 [OWNERSHIP AND LICENSE ARTICLE] furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and

protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 19 – 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 AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28 [PROHIBITION AGAINST ASSIGNMENT OR DELEGATION ARTICLE].

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY:

TASK A CITY PROGRAM MANAGER:

Name:	John Park, Environmental Engineer
LASAN Division:	Solid Resources Citywide Recycling Division, 7026
Address:	1149 S. Broadway, 5th Floor Mail Stop 944, Los Angeles, CA 90015
Telephone:	213 440-8342
E-mail:	John.Park@lacity.org

TASK B CITY PROGRAM MANAGER:

Name:	Alfredo Magallanes, Principal Environmental Engineer
LASAN Division:	Watershed Protection Division, 7025
Address:	2714 Media Center Drive, Los Angeles CA 90065
Telephone:	323-342-1513 (duty officer desk)
E-mail:	alfredo.magallanes@lacity.org

TASK B-CITY CITY PROGRAM MANAGER Alternate/designee:

Name:	Howard Wong, Chief Environmental Compliance Officer
LASAN Division:	Livability Services Division, 7037
Address:	1149 S. Broadway, 10th floor, Los Angeles, CA 90015
Telephone:	213-725-6313
E-mail:	howard.wong@lacity.org

To the CONTRACTOR:

TASK A

Name, Title:	Javier Manzano, Technical Services District Manager
Address:	18408 S Laurel Park Road, Rancho Dominguez, Ca 90220
Telephone:	(310) 403-3379
E-mail:	manzano.javier@cleanharbors.com

TASK B

Name, Title:	Mike De La Torre, Field Services District Manager
Address:	2500 Victoria E. St, Compton, Ca 90220
Telephone:	(323) 216-0470
E-mail:	delatorre.mike@cleanharbors.com

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 – 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 23 – 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 24 – 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 agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the TASK A CITY PROGRAM MANAGER.

ARTICLE 27 – WAIVER

A waiver of a default of any part, term, or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 30 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder) and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 32 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such

person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. (Exhibit 5) [DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE EXHIBIT]

35.2 WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical

provision.

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. the CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the CONTRACTOR Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/ to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform SUBCONTRACTOR outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 4 [SLAVERY DISCLOSURE ORDINANCE EXHIBIT] is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The City may terminate this CONTRACT at any time if the City determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 11 [MUNICIPAL LOBBYING ORDINANCE EXHIBIT], if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/ FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at $100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least $100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least $100,000 for performance under this CONTRACT:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections:
> You are a SUBCONTRACTOR on City of Los Angeles Contract #_____.
> Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all CONTRACTORs entering into, or renewing contracts with the CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contacting Act of 2010 Compliance Affidavit." (Exhibit 14)

ARTICLE 45 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 [AMENDMENTS ARTICLE] hereof.

ARTICLE 46 – DATA PROTECTION

A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 – CITY CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

The CONTRACTOR shall comply with the City CONTRACTORS' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS").

During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which

taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

ARTICLE 54 – COVID-19 VACCINATION REQUIREMENTS

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, SUBCONTRACTORS (collectively, "CONTRACTOR Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, CONTRACTORs, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since CONTRACTOR Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to CONTRACTOR Personnel as required by law.

ARTICLE 55 - CONTRACTOR DATA REPORTING

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

CLEAN HARBORS ENVIRONMENTAL SERVICES, Inc.

By: _____
Name]

Title: _____

Date: _____

DRAFT

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 6/7/2024

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Bureau of Street Services

CONTACT PERSON: Melinda Chou PHONE: 213-354-3048

CONTRACT NO.: C-145476 COUNCIL FILE NO.: 24-0512

ADOPTED BY COUNCIL: 5/24/2024
DATE

APPROVED BY BPW: 11/15/2023
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Clean Harbors Environmental Services, Inc.

TERM OF CONTRACT: 11/01/2023 THROUGH: 10/31/2028

TOTAL AMOUNT: $10,000,000.00

PURPOSE OF CONTRACT:

This contract is for Routine and Emergency Response Hazardous Waste Management Services. This is five-year term, effective November 1, 2023, with two (2) three-year renewal options and an option month-to-month extension for a maximum of six (6) months.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CONTRACT NO. C- 145476

BETWEEN

CITY OF LOS ANGELES

AND

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

FOR

ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES

City of Los Angeles
Department of Public Works

Bureau of Street Services
https://streetsla.lacity.org/

Department of Public Works, Bureau of Street Services
Keith Mozee, Executive Director and General Manager
1149 S. Broadway Street, Suite 400
Los Angeles, CA 90015

ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

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ATTACHMENTS

ATTACHMENT A: STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 9/22)[V.1]

EXHIBITS

Exhibit 01	Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS
Exhibit 02	Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile for Task/Project Work
Exhibit 03	Insurance Contractual Requirements
Exhibit 04	Slavery Disclosure Ordinance
Exhibit 05	Compliance with Living Wage Ordinance
Exhibit 06	Contractor Responsibility Ordinance
Exhibit 07	Business Tax Registration Certificate
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ROUTINE AND EMERGENCY RESPONSE
HAZARDOUS WASTE MANAGEMENT SERVICES
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Public Works, hereinafter called the "CITY", and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "CONTRACTOR" or "Clean Harbors," is set forth as follows:

RECITALS

WHEREAS, the Bureau of Street Services (StreetsLA) performs a variety of maintenance and construction activities to ensure CITY'S public right-of-way infrastructure are safe, livable, and sustainable. During the course of these operations, certain hazardous waste materials are generated or found in City-owned facilities, sumps, and in the public right-of-way, and must be disposed of in a safe and responsible manner;

WHEREAS, StreetsLA has a need for contracting services on a routine and emergency basis to contain, identify, clean up, package, and transport hazardous waste at City-owned facilities (including clarifiers), tar and oils from sumps, and used oil and other hazardous materials found or spilled within the CITY public right-of-way;

WHEREAS, the CITY'S Bureau of Sanitation (LASAN) released a Request for Proposals on May 7, 2021 for the Residential Special Materials Program (operation of Solvents/Automotive/Flammables/Electronics (SAFE) Collection Centers established throughout the City) and for routine and emergency response to hazardous waste found or spilled within the CITY or at facilities operated by the CITY;

WHEREAS, the LASAN found CONTRACTOR to be the most responsive contractor to the Request for Proposals and on March 8, 2023, the Board of Public Works authorized award of the contract to CONTRACTOR;

WHEREAS, StreetsLA wishes to piggyback on LASAN'S competitive bid process and execute a new, separate contract with CONTRACTOR for routine and emergency response hazardous waste management services for a term of five years with two three-year extension options and an effective date of November 1, 2023; and

NOW, THEREFORE, the parties hereby covenant and agree as follows:

ARTICLE 1 - CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and

liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

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:

3R PROGRAM	REDUCE, REUSE, AND RECYCLE Program.
AFTER BUSINESS HOUR	11:00 PM to 6:00 AM, hours charged at OVERTIME rates.
AGREEMENT/CONTRACT	This contractual agreement between the CITY and Clean Harbors.
APPLICABLE LAW	All statutes, rules, regulations, PERMITS, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of HAZARDOUS WASTE collection [RSM and Small Quantity Generator (SQG)] and the collection, management, transport, and disposal of HAZARDOUS WASTE or the performance of the scope of work as specified in the most current revision of the RSM Operations Manual.
APPROVED FACILITIES LIST	A list of HAZARDOUS WASTE management facilities authorized by the CITY for use for HAZARDOUS WASTE management under this CONTRACT.
BASE STATION	The primary Emergency Response base station, maintained by CONTRACTOR within 50 miles of Los Angeles downtown City Hall.
BAVN	Business Assistance Virtual Network. See RAMPLA.
BIP	Business Inclusion Program.
BOARD	The Board of Public Works of the City of Los Angeles.
BULK DISPOSAL	Waste disposed on a quantity basis, e.g., per gallon, per pound, per item, when the waste is charged on a quantity basis rather than according to container size because the quantity disposed is greater than the largest drum size on the rate schedule.

BULKED PACKED WASTE	Waste packed or contained in containers without intermediate containerization, i.e., waste that is not lab packed.
BUREAU	A Bureau of the City of Los Angeles Department of Public Works.
CALENDAR DAY	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CALRECYCLE	California Department of Resources Recycling and Recovery.
CCR	California Code of Regulations.
CESQG	Conditionally Exempt Small Quantity Generator. A program established in April 1998 to help small businesses safely dispose of their hazardous waste materials for a fee. For the purposes of this CONTRACT, CESQG is interchangeable with SQG and VSQG.
CFR	Code of Federal Regulations.
CITY	The City of Los Angeles, Board of Public Works or its subordinate BUREAUS. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other DEPARTMENTS of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY INSPECTOR	The designated representative of StreetsLA who shall have authority over the work to enforce compliance within all requirements and specifications of this CONTRACT.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this CONTRACT.
CONTRACTOR/CONSULTANT	The PROPOSER selected by the CITY through the evaluation process.
CONTRACTOR PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this CONTRACT.
COST PLUS	A one time or SUBCONTRACTOR invoice for which the CITY will reimburse the actual cost, as described on the

	original invoice, plus a percentage of the invoice. The percentage will be determined as described in the RATE SHEET.
DAY(S)	Unless otherwise designated, any reference to day or days shall be CALENDAR DAYS.
DEPARTMENT	A department of the City of Los Angeles.
DIRECTOR	Director of StreetsLA or designated representative.
DOT	Department of Transportation.
DTSC	State of California's Department of Toxic Substances Control.
EPA	United States Environmental Protection Agency.
EMERGENCY FIELD SERVICES	Request for services for which the CONTRACTOR has NOT been given 24-hours pre-notice. Emergency field services can operate 7 DAYS a week / 24 hours a DAY.
E-WASTE	Electronics and computer waste, including but not limited to radios, televisions, computers, photocopying machines, fax machines, oscilloscopes, computing accessories, but not appliances considered WHITE GOODS.
EXECUTION DATE	The date on which the CONTRACT/AGREEMENT is signed by all parties.
FIELD SERVICES	Services that may include, but are not limited to, waste identification, collection, transportation, disposal, testing and confined space operations, conducted at a specified site on a scheduled or emergency basis.
FUEL BLENDING/ FUEL SUBSTITUTION	The process of burning waste not originally intended to be used as fuel to recover energy, or blending the waste with commercial fuels and burning the mixture for energy production, where the burned waste takes the place of commercial fuels which would have otherwise been burned for the production of energy.
HAZARDOUS WASTE	For the purposes of this CONTRACT, hazardous waste is defined in 40 CFR 261.20 through 261.24 and 302.4, and 22 CCR 66261 through 66261.126. Additionally, it includes, but is not limited to, pollutants as defined in LAMC 64.70 (Health Hazards and Hazardous Substances).
HAZCATTING	The act of categorizing HAZARDOUS WASTE on site.

HOLIDAY(S)	Specific days each calendar year that the CITY observes: New Year's Day; Martin Luther King, Jr. Day; President's Day; Cesar Chavez Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous Peoples' Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
HOUSEHOLD HAZARDOUS WASTE (HHW)	Any product labeled toxic, poisonous, combustible, corrosive, irritant, or flammable. Some examples include antifreeze, batteries, cleaning supplies, unused noncontrolled pharmaceuticals, fluorescent light bulbs, TVs, computers, and cell phones. Wastes found or kept at a residence but not intended for household use are not HHW and cannot be disposed of through the RSM program. Also See RSM.
HOUSEHOLD HAZARDOUS WASTE ELEMENT (HHWE)	Requirement under California Public Resources Code sections 41500-41510 which states that each city and county shall prepare, adopt, and submit to CALRECYCLE, a HHWE which identifies a program for the safe collection, RECYCLING, TREATMENT, and disposal of HAZARDOUS WASTES that are generated by households.
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN	A plan developed in partnership by the County of Los Angeles and the CITY in 1988 to fulfill the State HHWE.
INCINERATION	A TREATMENT technology involving destruction of waste by controlled burning at high temperatures, e.g., burning sludge to remove the water and reduce the remaining residues to a safe, non-burnable ash which can be disposed of safely on land, in some waters, or in underground locations.
LAAC	Los Angeles Administrative Code.
LAMC	Los Angeles Municipal Code.
LAB PACKED WASTE	Waste contained in smaller containers packed inside USDOT approved containers for shipment, i.e., waste packed in USDOT approved containers with intermediate, usually pre-existing, containerization.
LARGE QUANTITY SPILL	A spill or illicit disposal of quantities greater than 55 U.S. gallons or 208 liters.
LAND DISPOSAL	Placement of waste in or on the land that includes, but is not limited to, placement in a landfill, surface

	impoundment, waste pile, land treatment facility, or underground impoundment intended for disposal purposes.
MBE/WBE/SBE/EBE/ DVBE/LGBTBE/OBE	Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise/Emerging Business Enterprise/Disabled Veteran Business Enterprise/Lesbian, Gay, Bisexual, Transgender Business Enterprise/Other Business Enterprise.
NEUTRALIZATION	The process of eliminating potential hazards by inactivating strong acids, caustics, and oxidizers.
OVERTIME	For FIELD SERVICES, any hours worked outside of a regular WORK WEEK.
PBR	Permit By Rule as described in California Code of Regulations Title 22.
PERMIT	Permits, licenses, and approvals required by federal, state, and local laws and regulations pertinent to HAZARDOUS WASTE collection, and the operations and maintenance of a conditionally exempt HOUSEHOLD HAZARDOUS WASTE management facility.
PROPOSER	A vendor who has submitted a proposal for evaluation in response to LASAN'S Request for Proposals (RFP) for Residential Special Materials Program and Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services.
RCRA	Resource Conservation and Recovery Act, i.e., the federal law that creates the framework for the proper management of hazardous and non-hazardous solid waste. The law describes the waste management program mandated by Congress that gave EPA authority to develop the RCRA Program.
RAMP or RAMPLA	Regional Alliance Marketplace for Procurement at https://www.rampla.org.
RATE SCHEDULES	Forms which list the UNIT RATE for items and services provided.
RECYCLING	Converting waste materials into new products by using the resources in discarded materials. Managing waste materials as fuel will only be considered as recycling when the material was intended as a fuel before it became waste.
RFP	The Request for Proposals issued by LASAN.

ROUTINE FIELD SERVICES	Request for services that the CONTRACTOR has been given approximately a minimum of 24-hours pre-notice. ROUTINE FIELD SERVICES can operate 7 DAYS a week.
RSM	Residential Special Materials is an umbrella term that the CITY uses to describe the diversion of HOUSEHOLD HAZARDOUS WASTE, E-WASTE, used oil and UNIVERSAL WASTE from landfills.
RSM PROGRAM	RESIDENTIAL SPECIAL MATERIALS PROGRAM. CITY collection program which encompasses collection of HHW, electronics and UNIVERSAL WASTE for landfill diversion through reuse and RECYCLING, transportation, and disposal.
SAFE CENTERS	Solvents, Automotive, Flammables and Electronics (SAFE) Centers, i.e., permanent collection sites where residents and businesses may drop off their RSM items, U-WASTE and E-WASTE. SAFE Centers are in various locations around the CITY.
SCBA	Self-Contained Breathing Apparatus.
SHIPPING PAPERS	Documents required for the lawful shipment of HAZARDOUS WASTE, including but not be limited to uniform HAZARDOUS WASTE manifests, bills of lading, and Land Disposal Restriction (LDR) forms.
SQG PROGRAM	Small Quantity Generator Program previously known as CESQG. For the purposes of this contract, SQG may be used interchangeably with VSQG and CESQG.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on this CONTRACT.
StreetsLA	The Bureau of Street Services of the Department of Public Works, of the City of Los Angeles.
TREATMENT	Any method, technique, or process, including NEUTRALIZATION, designed to change the physical, chemical, or biological character or composition of any HAZARDOUS WASTE so as to neutralize such waste or to render such waste non-hazardous or less hazardous, safer to transport, store or dispose of, or amenable for storage, or reduced in volume.
TDSF	Ten Day Storage Facility.

TSDF	Treatment Storage and Disposal Facility; a permitted waste management facility as defined by CCR Title 22, Section 66260.10.
UNACCEPTABLE WASTE(S)	Waste that does not meet the RCRA definition for HHW, i.e., explosives, ammunition, radioactive waste, and biological or infectious medical waste.
UNIT RATE	Prices for items listed on the RATE SCHEDULES which represent the total cost for transportation and disposal of that item.
UNIVERSAL WASTE	Also referred to as U-waste.
US DOT	United States Department of Transportation.
WASTE MANAGEMENT HIERARCHY	Hierarchy, provided by CITY policy, that requires wastes generated or managed by the City of Los Angeles be managed according to the following order of preference, beginning with the most preferred method: source reduction, RECYCLING, FUEL BLENDING, NEUTRALIZATION/ TREATMENT, INCINERATION, then landfill.
WORK WEEK	For FIELD SERVICES - ROUTINE Any five DAYS from Monday to Sunday, between the operating hours of 6:00 AM – 11:00 PM. For FIELD SERVICES - EMERGENCY Services provided 24 hours a DAY, Monday through Sunday, 365 DAYS a year.
ZERO WASTE PLAN	The Solid Waste Integrated Resources Plan (SWIRP) – most commonly known as the CITY'S Zero Waste Plan – lays out a long-term plan through 2030 for the CITY'S solid waste program, policies, and environmental infrastructure.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 3 - PROJECT DESCRIPTION

3.1 INTRODUCTION

The CITY generates approximately five million pounds of HAZARDOUS WASTE per year through a variety of routine and emergency operations. This CONTRACT requires CONTRACTOR to provide management, RECYCLING, TREATMENT, storage, and disposal of HAZARDOUS WASTES such as those generated by StreetsLA during the

course of operations, wastes collected from sumps and clarifiers, , spills from CITY vehicles and equipment, and spills left by the public on streets, alleys, and sidewalks. The CITY is committed to managing its HAZARDOUS WASTE as required by regulation and by using the most environmentally responsible methods.

3.2 BACKGROUND

The CITY encompasses 468 square miles, with 25 miles between its east and west boundaries and 44 miles between its north and south boundaries. Several Departments of the CITY and Divisions of StreetsLA generate and/or manage HAZARDOUS WASTE. Waste streams vary by Division. Such waste streams include, but are not limited to, blood and bio-hazardous waste; tar and oil from sumps; clarifier waste; petroleum products such as used motor oil, used transmission/hydraulic fluid, oily rags, and absorbent; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; Polychlorinated biphenyls; paints and solvents; used batteries; gasoline; and asbestos-containing materials. The CITY reserves the right to exclude any materials or waste stream from management under the CONTRACT for any reason.

3.3 ROUTINE AND EMERGENCY HAZARDOUS WASTE FIELD SERVICES

CONTRACT services for HAZARDOUS WASTE FIELD SERVICES shall include but are not limited to providing:

1. ROUTINE FIELD SERVICES; and
2. EMERGENCY FIELD SERVICES

The CONTRACTOR shall contain, identify, clean up, package, transport, dispose or recycle all HAZARDOUS WASTE and/or associated waste streams found, discharged, or spilled within the CITY'S jurisdiction, at facilities operated by the CITY, or at locations managed by the CITY.

The CONTRACTOR must, in addition to the services specified in the above paragraph, provide all necessary personnel, materials, supplies, and recordkeeping for routine HAZARDOUS WASTE management. In addition, CONTRACTOR shall make available technical assistance in HAZARDOUS WASTE management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs).

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

4.1 INTENTIONALLY LEFT BLANK

4.2 ROUTINE AND EMERGENCY FIELD SERVICES

Nothing in this Section will serve as a guarantee of a minimum or maximum number of collection incidents, a minimum or maximum number of DAYS of operation, or a minimum or maximum quantity of HAZARDOUS WASTE to be managed by the CONTRACTOR.

Responsibilities of and services to be performed by the CONTRACTOR are contained in the CONTRACTOR'S submitted PROPOSAL as received on July 29, 2021 and is hereby incorporated by reference and hereby made part of this CONTRACT [EXHIBIT 19].

Services shall include, but are not limited to the following:

4.2.1 CONTRACTOR shall perform the services described in Article 4.2.10. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services.

4.2.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.2.3 Maintenance of Records

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g., USB flash drive, at the expiration or termination of this CONTRACT.

4.2.4 Safety Plan

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all APPLICABLE LAWS, building, and construction codes as outlined in Title 8 of the California Code of Regulations (Code), safety and health regulations in the Code, and all City of Los Angeles Safety Policies (https://personnel.lacity.gov/employee-resources/safety-health.html). The CONTRACTOR shall also comply with CalOSHA's requirements.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the work until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the work.

4.2.5 Contractor State License Requirements

Throughout the duration of the CONTRACT, the CONTRACTOR shall hold all necessary licenses, including, but not limited to, an effective California Contractor's State License Board Class A - General Engineering Contractor issued License with Certifications in asbestos (ASB Certification) and hazardous substance removal (HAZ Certification). The CONTRACTOR further certifies that it will inform the CITY of any suspension, termination,

lapses, non-renewals, or restrictions of its licenses, certificates, or other required documents immediately, but no later than 72 hours after being notified of the same.

All CONTRACTOR and SUBCONTRACTOR personnel working on routine and emergency response crews, or cleanup, or handling hazardous materials or HAZARDOUS WASTE shall have appropriate training including, but not limited to, Hazardous Waste Operator training required under the Code of Federal Regulations, Title 29, Part 1910, Section 120. These records shall be retained for a period of no less than five (5) years. The records and certificates will be subject to examination and audit by authorized CITY personnel or CITY representatives at any time. All personnel shall be trained for their job duties and in the use of job equipment and personnel protective equipment, and in recognizing and avoiding exposure to hazards which may occur. All personnel operating heavy equipment such as forklifts, loaders, cranes, backhoes and excavators, and other heavy powered equipment shall be trained in the use of the equipment. A record shall be kept of the completed training including the signature of the person doing the training verifying that all equipment operators have completed the training and have demonstrated satisfactory competence in the use of the equipment.

All costs of maintaining licenses and/or certifications, as specified herein, shall be borne by the CONTRACTOR.

4.2.6 Compensation and Payment

All compensation shall be in accordance with the Labor, Transportation, Equipment and Supplies Rates, as well as Disposal Rates, associated with all non-RSM, Routine/Scheduled and Emergency Services detailed in Exhibit 17 [RATE SCHEDULES].

4.2.7 PERMIT Status Notification

CONTRACTOR shall immediately notify CITY PROJECT MANAGER of any suspension, termination, lapses, non-renewals, or restrictions of PERMITS or other documents.

4.2.8 Ancillary Equipment Supplies and Services

The CONTRACTOR shall provide ancillary equipment and supplies as the CITY finds necessary for the implementation and optimization of the ROUTINE and EMERGENCY FIELD SERVICES. Specific costs and terms shall be negotiated on a case-by-case basis.

4.2.9 Traffic Control

All traffic control in the work area shall conform to the edition of the Work Area Traffic Control Handbook (W.A.T.C.H) in effect at the time of service.

Vehicles and personnel not complying with this requirement shall be ordered to be removed immediately from the area by the CITY and shall not be utilized again for the remainder of the workday.

4.2.10 Scope of Services

4.2.10.1 ROUTINE FIELD SERVICES

Shall include, but not limited to, the following:

The CONTRACTOR shall provide HAZARDOUS WASTE management services throughout the City of Los Angeles at a predetermined schedule as determined by the CITY PROJECT MANAGER or designee.

For ROUTINE FIELD SERVICES, CONTRACTOR will maintain response capability including personnel; response vehicles and equipment and supplies as determined by the CITY. All costs to maintain routine response capability, as specified herein, shall be borne by the CONTRACTOR. The CONTRACTOR will maintain the capability to perform on-site hazard categorization. ("HAZCATTING") of unknown wastes when requested by the CITY representatives at a HAZARDOUS WASTE response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The CONTRACTOR will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. The CONTRACTOR will maintain in-house or subcontract the capability to deploy heavy equipment and operating personnel. The CITY reserves the right to submit to the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S HAZARDOUS WASTE.

Further, for ROUTINE FIELD SERVICES, CONTRACTOR shall provide an address for the BASE STATION from which the primary routine response team(s) will be deployed as included in Exhibit 18 Facility List. Information on multiple BASE STATIONS and mobile response deployment for teams which are already in the field at the time of notification should also be provided.

The CITY will provide the locations, quantity of containers, and type of work on an as-needed basis.

It is the CONTRACTOR's sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used under this CONTRACT clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR acknowledges that the requests for service may include service at locations in the public right-of-way where collection may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service required in this condition, in the manner and within the time stipulated by the CITY.

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, or public surrounding area. If such damage occurs, it is the CONTRACTOR'S responsibility to make repairs as agreed between the CITY and the CONTRACTOR within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

The CONTRACTOR shall meet the requirements specified in Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, Permit No. CAS004004 (and subsequent iterations), Table 5 Required Conditions for Conditionally Exempt Non-Stormwater Discharges: Discharge Category-Street/Sidewalk wash water, details of which can be found at https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/mu

nicipal/regional_permit.html. All costs of meeting such requirements shall be borne by the CONTRACTOR.

Throughout all phases of ROUTINE FIELD SERVICES, the CONTRACTOR shall keep work sites clean and free from rubbish and debris including two (2) feet outside the perimeter of the work site(s). The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or through other means as necessary. Upon completion of the WORK, the CONTRACTOR shall remove all its tools, materials, and other articles from the property of the CITY or public right-of-way.

It is the CONTRATOR'S sole responsibility to submit an electronic table in Microsoft Excel and/or other acceptable format to the CITY PROJECT MANAGER at the conclusion of the ROUTINE FIELD SERVICE.

The Excel table shall include the following information for each ROUTINE FIELD SERVICE:

A. Date of service
B. Street name
C. Nearest cross street
D. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
E. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
F. Any relevant comments

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the ROUTINE FIELD SERVICE shall result in invoices for that ROUTINE FIELD SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR for completion.

4.2.10.1.1 Inspection of ROUTINE FIELD SERVICES

The CITY will inspect all ROUTINE FIELD SERVICES conducted to ensure compliance with the CONTRACT requirements, and to determine the acceptability and quality of the workmanship. The CITY INSPECTOR shall be permitted access to all parts of the ROUTINE FIELD SERVICE, including locations where materials or equipment are stored or disposed. All materials and workmanship furnished by the CONTRACTOR shall be subject to CITY inspection.

The CITY has the right at all times to reject any materials or workmanship to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. All materials, parts, and equipment furnished by the CONTRACTOR for the ROUTINE FIELD SERVICE shall be new, high grade, and free from defects. All materials and workmanship shall be subject to approval by the CITY. If the CITY has not rejected materials or workmanship which is defective, or which is contrary to the specifications, it may be rejected by the CITY upon discovery. All costs of replacement of rejected materials or workmanship, as specified herein, shall be borne by the CONTRACTOR.

4.2.10.1.2 ROUTINE FIELD SERVICES Working Hours and HOLIDAYS

The CONTRACTOR'S authorized working hours for ROUTINE FIELD SERVICES are from 6:00 AM to 11:00 PM, Monday through Sunday.

The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT. The working days for ROUTINE FIELD SERVICES are Monday through Sunday.

4.2.10.1.3 Duration

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the ROUTINE FIELD SERVICE are of the essence. The duration of work performed for a ROUTINE FIELD SERVICE request shall not exceed one DAY unless pre-authorized by the CITY PROJECT MANAGER. Failure to complete the agreed upon ROUTINE FIELD SERVICE per the deadline will subject the CONTRACTOR to liquidated damages.

4.2.10.1.4 Liquidated Damages for Late ROUTINE FIELD SERVICE

CONTRACTOR-caused delays in the ROUTINE FIELD SERVICE will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per each CALENDAR DAY beyond the date of the service request. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each service request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in ROUTINE FIELD SERVICE, due to causes not reasonably foreseeable by both parties at the time of the execution of the service request and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemic, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

4.2.10.2 EMERGENCY FIELD SERVICES

The CONTRACTOR will maintain emergency response capability, including personnel; retain and operate emergency response vehicles; and maintain equipment and supplies as specified by the CITY. The CONTRACTOR will maintain the capability to perform on-site hazard categorization ("HAZCATTING") of unknown wastes when requested by CITY representatives at a HAZARDOUS WASTE response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The CONTRACTOR will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the CONTRACTOR will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The CITY reserves the right to submit to

the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S HAZARDOUS WASTE. The CONTRACTOR will provide no more than 30% of the dollar volume of work done under this CONTRACT, exclusive of TSDF Services, through SUBCONTRACTORS. CONTRACTOR must perform no less than 70% of the work.

EMERGENCY FIELD SERVICES shall include, but not be limited to, the following:

4.2.10.2.1 The CONTRACTOR shall provide HAZARDOUS WASTE cleanup, transport and disposal services throughout the City of Los Angeles as determined by the CITY PROJECT MANAGER or designee. The CITY will provide the locations on an as-needed basis. The location of the EMERGENCY FIELD SERVICE request shall be determined by the CITY PROJECT MANAGER or designee.

The CONTRACTOR shall maintain the capability to dispatch multiple response teams for small and large quantity incidents/spills to assure adequate response within the deployment and arrival time requirements specified herein. In order to ensure an effective response, the CONTRACTOR shall develop two lists of equipment that shall be carried on corresponding responding vehicles that have been approved by the CITY to address small and LARGE QUANTITY SPILLS. The CITY PROEJCT MANAGER or designee shall notify the CONTRACTOR upon request if the request is for a small or LARGE QUANTITY SPILL.

It is the CONTRACTOR'S sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used for this project clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR shall note that the request for service may include locations in the public right-of-way where collection may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service request required in this condition, in the manner and within the time stipulated by the CITY.

If damage to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, utilities, sewers, storm drains or public surrounding area, is reported to the CITY PROJECT MANAGER, then it is the CONTRACTOR'S responsibility to make the necessary repairs within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

It is the CONTRACTOR'S sole responsibility to submit an electronic table in Microsoft Excel format to the CITY PROJECT MANAGER or designee at the conclusion of the EMERGENCY FIELD SERVICE.

The Excel table shall include the following information for each EMERGENCY FIELD SERVICE:

A. Date of service
B. Street name
C. Nearest cross street
D. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
E. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
F. Any relevant comments

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the EMERGENCY FIELD SERVICE shall result in invoices for that EMERGENCY FIELD SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR.

4.2.10.2.3 Inspection of EMERGENCY FIELD SERVICES
The CITY will inspect all EMERGENCY FIELD SERVICES conducted under a task order to ensure compliance with the CONTRACT requirements, and to determine the acceptability and quality of the workmanship. The CITY INSPECTOR shall be permitted access to all parts of the EMERGENCY FIELD SERVICE, including locations where materials or equipment are stored, transported, or disposed. All materials and workmanship furnished by the CONTRACTOR shall be subject to CITY inspection.

The CITY has the right at all times to reject any materials or workmanship to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. All materials, parts, and equipment furnished by the CONTRACTOR for the EMERGENCY FIELD SERVICE shall be new, high grade, and free from defects. All materials and workmanship shall be subject to approval by the CITY INSPECTOR. If the CITY has not rejected materials or workmanship which is defective, or which is contrary to the specifications, it may be rejected by the CITY upon discovery. All costs of replacement of rejected materials or workmanship, as specified herein, shall be borne by the CONTRACTOR.

4.2.10.2.4 EMERGENCY FIELD SERVICE Working Hours and HOLIDAYS
The CONTRACTOR'S authorized working hours for EMERGENCY FIELD SERVICE are 24 hours a DAY, Monday through Sunday, 365 days a year.

The CONTRACTOR shall be cognizant of street parking restrictions. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT.

4.2.10.2.5 Duration
It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the EMERGENCY FIELD SERVICE is of the essence.

The start of the EMERGENCY FIELD SERVICE work, under this CONTRACT, shall commence within 3 hours of receipt by the CONTRACTOR. For clarification, start shall be defined as mobilization from BASE STATION by the CONTRACTOR. Failure to complete the agreed-upon EMERGENCY FIELD SERVICE per the deadline may subject the CONTRACTOR to liquidated damages.

The CONTRACTOR shall notify the CITY immediately upon discovery if the 3-hour commencement cannot be met and provide the next steps necessary to move forward immediately with the response.

4.2.10.2.6 Liquidated Damages for Late EMERGENCY FIELD SERVICE
CONTRACTOR-caused delays in an EMERGENCY FIELD SERVICE will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per hour for each whole hour of delay for each situation. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under this CONTRACT. Liquidated damages shall be cumulative for late completion of each EMERGENCY FIELD SERVICE Request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in EMERGENCY FIELD SERVICE, due to causes not reasonably foreseeable by both parties at the time of the execution of this CONTRACT and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemics, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

ARTICLE 5 - KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR PERSONNEL

The CONTRACTOR designates the following person(s) to represent the CONTRACTOR in all matters pertaining to ROUTINE and EMERGENCY FIELD SERVICES:

Name Mike De La Torre
Title: Field Services District Manager
Address: Clean Harbors
2500 E. Victoria. St.
Compton, CA 90220
Telephone: (323) 216-0470
E-mail: delatorre.mike@cleanharbors.com

Name: Javier Gabriel
Title: Field Services Project Supervisor
Address: 2500 E. Victoria St.
Compton, CA 90220

Telephone: (323) 216-0487
E-mail: gabriel.javier@cleanharbors.com

Name: Cherylina Jones
Title: Senior Account Manager
Address: Clean Harbors Technical Services Branch
18408 S Laurel Park Road, Rancho Dominguez, CA 90220
Telephone: (310) 502-8751
E-mail: jones.cherylina@cleanharbors.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this CONTRACT shall serve in these positions as long as required by this CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S CITY PROJECT MANAGER(S), whose consent shall not be withheld unreasonably.

5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

6.1 INTENTIONALLY LEFT BLANK

6.2 ROUTINE AND EMERGENCY FIELD SERVICES

The CITY designates the following CITY PROJECT MANAGER(S) and alternates to represent the CITY in all matters within the scope of this CONTRACT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed the following as CITY PROJECT MANAGER(S). The CONTRACTOR will be notified in writing in such an event.

CITY PROJECT MANAGER:
Name: Melinda Chou
Title: Sr. Management Analyst II
Address: Bureau of Street Services – Administration Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2822
Cell Phone: (213) 354-3048
E-mail: melinda.chou@lacity.org

CITY PROJECT MANAGER for Billings:
Name: Rose Karagezyan
Title: Chief Management Analyst
Address: Bureau of Street Services – Financial Management Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2815
Cell Phone: (213) 453-1362
E-mail: rose.karagezyan@lacity.org

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS

This CONTRACT shall be effective November 1, 2023 for a term of five (5) years with two (2) 3-year renewal options at the CITY'S sole discretion, unless terminated as provided under Article 9 [TERMINATION ARTICLE] or extended by a duly approved amendment to this CONTRACT and signed by the parties. In addition to the two (2) 3-year renewal options, the CITY may elect to extend the CONTRACT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this CONTRACT.

The CITY may extend the CONTRACT on a month-to-month basis prior to the end of either the initial 5-year term if the CITY elects not to renew, or the end of the 8 or 11-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 180 DAYS prior to expiration of the CONTRACT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least ninety (90) DAYS after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect on November 1, 2023 and after all of the following events have occurred:

A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 - SUSPENSION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

ARTICLE 9 - TERMINATION

9.1 TERMINATION FOR CONVENIENCE

Either party may terminate this CONTRACT, in whole or in part, for a party's convenience at any time by providing the other party sixty (60) days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 TERMINATION FOR BREACH OF CONTRACT

9.2.1 Except as provided in Article 21 [FORCE MAJEURE/EXCUSABLE DELAYS ARTICLE], if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: 1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of

services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.
d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of Its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this

CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 9.1 Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 - SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or $10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS / SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this CONTRACT without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

Payment authorization is restricted to StreetsLA operations. Separate contracts, ceilings, funds, and appropriations are required for another BUREAU within the Department of Public Works or other CITY DEPARTMENT.

11.1 BILLINGS

11.1.1 Intentionally Left Blank

11.1.2 Routine and Emergency HAZARDOUS WASTE FIELD SERVICES

Invoices for all services shall be addressed to:

Name: Rose Karagezyan
Title: Chief Management Analyst
Address: Bureau of Street Services – Financial Management Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2815
Cell Phone: (213) 453-1362
E-mail: rose.karagezyan@lacity.org

11.1.2.1 Invoicing totals shall be the itemized services from current year's RATE SCHEDULES [EXHIBIT 17] which shall be at the rates as approved by the CITY PROJECT MANAGER to be charged by the CONTRACTOR.

11.1.2.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY pursuant to Exhibit 17 [RATE SCHEDULES].

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

11.1.2.4 EXHIBIT 17 [RATE SCHEDULES], attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Task Order.

11.1.2.5 Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in Exhibit 17 [RATE SCHEDULES]. The hourly billing rates shall be approved by the CITY PROJECT MANAGER for the CONTRACTOR employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.2.6 Time and Material Billing Rate is applicable for Section 4.2.8 only. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.2.7 The CITY will not pay for the CONTRACTOR's nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

11.2 COMPENSATION

Services shall be invoiced and forwarded to the CITY PROJECT MANAGER for Billings and the CITY shall compensate the CONTRACTOR for all services in accordance with Exhibit 17 [RATE SCHEDULES], including any costs for additional services requested by the CITY. The RATE SCHEDULES as specified in Exhibit 17 are hereby incorporated by reference and made a part of this CONTRACT.

The total CONTRACT ceiling is $10,000,000 for the initial five-year term (approximately $2,000,000 annually) and shall be increased by $8,000,000 for each renewal extension exercised. Additionally, if the CITY extends the CONTRACT on a month-to-month basis, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling, as specified in Article 7.

11.2.1 Intentionally Left Blank

11.2.2 ROUTINE and EMERGENCY FIELD SERVICES

The CONTRACTOR agrees to perform the work specified in Articles 4.2.8, 4.2.10, and the CITY shall compensate the CONTRACTOR based on Exhibit 17 [RATE SCHEDULES] for Section 4.2.8. The CITY shall designate the compensation method in the Task Orders to be issued under this CONTRACT. Hourly rates, SUBCONTRACTOR fees, and other direct/indirect charges shall be in accordance with rates set therein.

Payment shall be made upon the satisfactory completion of the tasks as set forth in the Task Order. The total cost ceiling shall be stated in the Task Order.

11.3 INVOICING AND PAYMENT

11.3.1 Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR's invoice and attachments and notify the CONTRACTOR of any exceptions or disputed items within 7 business days of receipt of the invoice. If an invoice is not properly submitted, then a new 7-business-day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY, the CITY will make a good faith effort to process payments in 45 DAYS.

The CONTRACTOR acknowledges that the process payment duration starts when a complete and accurate invoice is received and approved as noted by the CITY and not the date noted on the original invoice.

11.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. The CONTRACTOR shall submit a SUBCONTRACTOR Utilization Form, Exhibit 2 [Schedule B, MBE/WBE/SBE/EBE/ DVBE/OBE UTILIZATION PROFILE], as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the SUBCONTRACTOR Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this CONTRACT.

11.3.3 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of Exhibit 17 [RATE SCHEDULES] set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Exhibit 17 [RATE SCHEDULES] unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of Exhibit 17 [RATE SCHEDULES] set forth, whether those costs were incurred during the course of the CONTRACT or as a result of termination.

11.3.4 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the

CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

11.3.5 The CONTRACTOR shall submit to the CITY an original invoice for each Routine and Emergency Response, including copies of all timesheets and waste tracking through Certificates of Destruction at no additional cost to the CITY. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of any discrepancies, exceptions, or disputed items. Should an invoice be deemed incomplete, it will be returned to the CONTRACTOR for correction. The CITY shall approve the invoice for payment only after the CITY has received the CONTRACTOR'S corrected invoice. The format of reports and invoices are to be specified in the awarded CONTRACT.

11.3.6 Invoices for individual task orders may be consolidated.

11.3.7 For task orders, the CONTRACTOR shall submit to the CITY, upon the satisfactory completion of each task, an original and three (3) copies of an invoice in a format acceptable to the CITY. The CITY shall review the CONTRACTOR's invoice and notify the CONTRACTOR of exceptions or disputed items and their dollar amount.

The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. The CITY shall pay the CONTRACTOR all amounts approved for payment after the CITY PROJECT MANAGER receives the CONTRACTOR'S invoice.

11.3.8 Annual Rebates

11.3.8.1 Annual Timely Payment Rebate
If 85% or more of all invoices are paid within 45 DAYS of approval and 90% or more of all invoices are paid within 75 DAYS, then a rebate of 3.5% on all invoices will apply. No rebate will be paid if more than 10% of all invoices are paid after the 75-DAY term. The timeframe for calculating the rebate shall begin on the Effective Date of CONTRACT to calendar year end and subsequently shall be based on each calendar year. The rebate will be distributed at the end of the first quarter following the year of record.

11.3.8.2 Annual Volume Rebate
If the amount invoiced by the CONTRACTOR, in any calendar year, exceeds one million three hundred eighty thousand dollars ($1,380,000), then an Annual Volume Rebate of 3.5% will be applied to all invoiced and paid transactions.

The timeframe for calculating the rebate shall begin on the Effective Date of this CONTRACT to that year end and subsequently shall be based on calendar year. CONTRACTOR and CITY will reconcile any applicable rebates during the first quarter of each year for the previous year and rebates owed shall be paid by the end of the second quarter of the year.

11.4 FALSE CLAIMS ACT

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

11.5 COST ADJUSTMENTS

11.5.1 Annual Consumer Price Index (CPI) Increase

The RATE SCHEDULES [Exhibit 17] shall be firm for 12 months of this CONTRACT and will be adjusted as of the first anniversary of the CONTRACT EXECUTION DATE, unless otherwise agreed, to reflect the cumulative changes in the Consumer Price Index (CPI-U), not to exceed 5% each year.

The RATE SCHEDULES as specified in Exhibit 17 are hereby incorporated by reference and made a part of this CONTRACT. Rates shall be adjusted by a formula based on the Consumer Price Index (CPI-U) as follows:

Annual Inflation Factor = ((B-A)/A) X 100)
A = CPI-U on previous CONTRACT anniversary date.
B = CPI-U on current CONTRACT anniversary date.

The CPI-U index that will be used is the Los Angeles-Long Beach-Anaheim, CA for all items, published by the US Bureau of Labor Statistics. For any reason if this CPI-U index is discontinued, then a new one will be selected by mutual agreement.

11.5.2 Living Wage Increase

Whenever the Living Wage Hourly rate increases higher than the allowable CPI increase, the CONTRACTOR retains the right to request a contract amendment to incorporate renegotiated, mutually agreed-upon labor rates in the RATE SCHEDULES.

11.6 INTENTIONALLY LEFT BLANK

ARTICLE 12 - AMENDMENTS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7 [TERM OF AGREEMENT AND TIME OF EFFECTIVENESS ARTICLE].

ARTICLE 13 - INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

Except to the extent caused by the negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including

all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits of the required amounts and types as determined by the Office of the Oty Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 [INSURANCE CONTRACTUAL REQUIREMENTS EXHIBIT] hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

ARTICLE 14 - INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR and not as an agent or employee of the CITY. The 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.

ARTICLE 15 - WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

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

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this CONTRACT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6 [RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY]. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this CONTRACT, as well as recommendations for the correction of such incorrect or misleading information.

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

15.5 Except as specified in Article 13 [INDEMNIFICATION ARTICLE] and as otherwise provided in this CONTRACT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAW, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

15.6 USE OF UNAUTHORIZED HAZARDOUS WASTE FACILITIES

The CONTRACTOR shall not send HAZARDOUS WASTE to any facility that has not been approved by the CITY. In the event that waste is sent to an unauthorized facility, the CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring as a result of managing HAZARDOUS WASTE at the unauthorized facility, and be subject to all damages, including but not limited to waste mitigation and liability claims.

15.7 COMPLAINTS AND INCIDENTS

It is the responsibility of the CONTRACTOR'S site supervisor to notify the CITY PROJECT MANAGER of complaints and incidents within 72 hours of their occurrence.

The CONTRACTOR is responsible for damages to and property missing, to the extent caused by, from participants' vehicles through the act of unloading the vehicle. The CONTRACTOR is responsible for damages, to the extent caused by, to CITY facilities including, but not limited to storage lockers, buildings, and landscaping.

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the

CITY'S actual or intended use of any Work Product (as defined in Article 18 [OWNERSHIP AND UCENSE ARTICLE] furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

ARTICLE 18 - OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 19 - 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 CONTRACT as required under Article 28 [PROHIBITION AGAINST ASSIGNMENT OR DELEGATION ARTICLE].

ARTICLE 20 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY:

CITY PROJECT MANAGER:
Name: Melinda Chou
Title: Sr. Management Analyst II
Address: Bureau of Street Services – Administration Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2822
Cell Phone: (213) 354-3048
E-mail: melinda.chou@lacity.org

CITY PROJECT MANAGER for Billings:
Name: Rose Karagezyan
Title: Chief Management Analyst
Address: Bureau of Street Services – Financial Management Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2815
Cell Phone: (213) 453-1362
E-mail: rose.karagezyan@lacity.org

To the CONTRACTOR:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061
Attention: General Counsel (Urgent Contract Matter)

Copy:

Name Mike De La Torre
Title: Field Services District Manager
Address: Clean Harbors

2500 Victoria E. St.
Compton, CA 90220
Telephone: (323) 216-0470
E-mail: delatorre.mike@cleanharbors.com

ARTICLE 21 - EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 - SEVERABILITY

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

ARTICLE 23 - DISPUTES

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

ARTICLE 24 - ENTIRE CONTRACT

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

ARTICLE 25 - APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

ARTICLE 26 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 27 - WAIVER

A waiver of a default of any part, term, or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 28 - ASSIGNMENT AND DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 - PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses,

permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required, therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 30 - BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder) and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 32 - BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 33 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.I(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 - CHILD SUPPORT ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.I0(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 - LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, L.AAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. (Exhibit 05) [DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE EXHIBIT]

35.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 36 - ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C.

Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CTTY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 - CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 38 - BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this CONTRACT. CONTRACTOR shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/ to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform SUBCONTRACTOR outreach activities through RAMP.CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

ARTICLE 39 - DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 4 [SLAVERY DISCLOSURE ORDINANCE EXHIBIT] is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this CONTRACT at any time if

the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.5.1.

ARTICLE 40 - CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this CONTRACT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the CONTRACT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the CONTRACT. A CONTRACTOR who receives a "Marginal" or Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 41 - MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 11 [MUNICIPAL LOBBYING ORDINANCE EXHIBIT], if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in the Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 42 - FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 43 - RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this CONTRACT is valued at $100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least $100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section

470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least $100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections:

You are a SUBCONTRACTOR on CITY of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethlcs.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 - IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all CONTRACTORS entering into, or renewing contracts with the CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contacting Act of 2010 Compliance Affidavit." (Exhibit 14)

ARTICLE 45 - INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 [AMENDMENTS ARTICLE] hereof.

ARTICLE 46 - DATA PROTECTION

A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"), The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or

participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 - LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code

and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 - POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 - CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 - COUNTERPARTS

This CONTRACT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

ARTICLE 54 - COVID-19

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, SUBCONTRACTORS (collectively, "CONTRACTOR Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, CONTRACTORs, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3} coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since CONTRACTOR Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to CONTRACTOR Personnel as required by law.

ARTICLE 55 - CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: CONTRACTOR'S and any SUBCONTRACTOR'S annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any SUBCONTRACTOR input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

ARTICLE 56 - RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided on a continuous basis, the CONTRACTOR may have provided services prior to the execution of this CONTRACT. To the extent that said services were performed in accordance with the terms and conditions of this CONTRACT, those services are hereby ratified and accepted.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective, duly authorized representatives.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.:

By: _____ Date: 6/3/24

MARC McREYNOLDS, Senior Vice President
Region West

CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS:

By: _____ Date: _____

AURA GARCIA, President
Board of Public Works

CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS:

By: _____ Date: June 6, 2024

Teresa Villegas, Vice President
Board of Public Works

By: _____ Date: June 6, 2024

Susana Reyes, Commissioner
Board of Public Works

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____ Date: 5-23-2024

ADENA M. HOPENSTAND, Deputy City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____ Date: 6/7/2024

Deputy City Clerk

Attachment A: Standard Provisions for City Contracts (Rev. 9/22)[v.1]

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word **"CONTRACTOR"** includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** toperfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third partywithout prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance ContractualRequirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed 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.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract 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, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California 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 it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: RFP-Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services. Date: 04/27/2021

Agreement/Reference: Task B

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✔ **General Liability** At least $2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party. **$1,000,000**

☑ Products/Completed Operations

☐ Fire Legal Liability

☐

☐ Sexual Misconduct

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐

✔ **Pollution Liability** **$1,000,000**

☑ Contractor's Pollution Liability

✔ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Submitted to Mary Benson 213-440-8237 at PW-Sanitation, 4/27/2021

EXHIBITS

Exhibit 01

Schedule A,
List of MBE/WBE/SBE/EBE/DVBE/OBE
Subcontractors

CITY OF LOS ANGELES
SCHEDULE A - MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NEECESSARY. SIGN ALL SHEETS)

PROJECT TITLE: Public Works (PW)
Routine and Emergency Response Hazardous Waste Field Services (Task B)

PROPOSER/BIDDER:	**ADDRESS:**
Clean Harbors Environmental Services	18408 S Laurel Park Road, Rancho Dominguez, CA 90220
CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE/ RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Acrylatex Coatings and Recycling 1001 W Kirkwall Rd Azusa, CA 91702 626-812-0191	Paint Disposal Facility	OBE 63456		$0.00
Action Clean Up Environmental 9144 Rose Street Bellflower, CA 90706 310-864-2418	Hazardous Waste Labor	MBE **SBE** EBE 98182	DGS 2012538	$200,000.00
All Safe 915 Washington Ave Minneapolis MN 55401 612-336-4092	Equipment	OBE		$0.00
Bethlehem Apparatus 890 Front St PO Box Y Hellerton PA 18055 610-838-7034	Disposal Facility	OBE		$0.00
Chempack & Environmental 3721 Karen Ave. Long Beach, CA 90808 (213) 309-4962	Training	**MBE** DBE LBE HARBOR 26093	CCA 11004	$10,000.00
Cirba Solutions 608 E Auto Drive Suite 111 Mesa AZ 800-852-8127 CAL000477117	Disposal Facility	OBE 40815		$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

	Total Dollars	Total % Pledged
TOTAL MBE AMOUNT	$310,000.00	3.10%
TOTAL WBE AMOUNT	$200,000.00	2.00%
TOTAL SBE AMOUNT	$200,000.00	2.00%
TOTAL EBE AMOUNT	$0.00	0.00%
TOTAL DVBE AMOUNT	$0.00	0.00%
TOTAL OBE AMOUNT	$1,700,000.00	17.00%
BASE BID AMOUNT	$10,000,000.00	

Cherylina Jones
Signature of Person Completing this Form

Cherylina Jones
Printed Name of Person Completing this Form

Senior Account Manager 9/18/23
Date

This base proposed amount is the anticipated contract value for the 5-year term.

MUST BE SUBMITTED WITH PROPOSAL/BID

CITY OF LOS ANGELES
SCHEDULE A - MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTORS INFORMATION FORM

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PROJECT TITLE: PW
Routine and Emergency Response Hazardous Waste Field Services (Task B)

PROPOSER/BIDDER:	**ADDRESS:**
Clean Harbors Environmental Services	18408 S Laurel Park Road, Rancho Dominguez, CA 90220
CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Clean Earth 425 Isis Ave. Inglewood, CA 90301 (310) 242-6280	Disposal Facility	OBE 72341		$0.00
CM Industrial 1348 West Gaylord Street Long Beach, CA 90813 (562) 432-7877	Drum and Safety Supplies	MBE 103758	CUCP 37930	$0.00
Crosby and Overton 1610 W. 17th St., Long Beach, CA 90813 (562) 432-5445	Disposal Facility	OBE 45913		$0.00
Cruz Containers, Inc. 2761 S. Lilac Ave. Bloomington, CA 92316 (909) 562-0580	Materials, shipping containers	MBE 77086	CCA 10043	$250,000.00
Demenno Kerdoon / World Oil 2000 N. Alameda St. Compton, CA 90222 (310) 537-7100	Disposal Facility	OBE 77091		$1,500,000.00
D & S Roofing 1042 Harbor Village Harbor City, CA 90710 (310) 480-3448	General Contractor	**OBE** LBE (Harbor) 107571		$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

	Total Dollars	Total % Pledged
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PROJECT TITLE: PW
Routine and Emergency Response Hazardous Waste Field Services (Task B)

PROPOSER/BIDDER:	**ADDRESS:**
Clean Harbors Environmental Services	18408 S Laurel Park Road, Rancho Dominguez, CA 90220
CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Enterprise 17210 S Main st Gardena, CA 90248 310-817-7372	Equipment	OBE 55750		$0.00
Energy Solutions 9125 Rose St Bellflower, CA 90706 562-866-6621	Electrical	OBE 57170		$0.00
E&A Pallet Co 17021 S Figueroa St Gardena CA 90248 310-327-1292	Equipment	OBE 77087		$0.00
E-Recycling of California 7230 Patterson Lane Paramount, CA 90723 (800) 795-0993	Disposal Facility	OBE 17757		$50,000.00
Evoqua Water Technologies 1441 E Washington Blvd Los Angeles CA 90021 941-359-7930	Disposal Facility	OBE LBE 52911		$0.00
Greencastle WDF 3301 S Co Rd 150 W Greencastle IN 46135 800-555-3485	Disposal Facility	OBE		$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

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TOTAL MBE AMOUNT	$310,000.00	3.10%
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BASE BID AMOUNT	$10,000,000.00	

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PROPOSER/BIDDER: Clean Harbors Environmental Services	**ADDRESS:** 18408 S Laurel Park Road, Rancho Dominguez, CA 90220
CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Hazmat 180 W Monte Ave Rialto, CA 92316 909-873-4141	Disposal Facility	OBE 92380		$0.00
Herc Rentals 5556 Vineland Ave. North Hollywood, CA 91601 (818) 762-9282	Equipment Rental	OBE 47307		$0.00
HMT 8707 Sorensen Ave Santa Fe Springs CA 90670 714-632-7821	Tank Inspection	OBE 200865		$0.00
Interstate Batteries 460 Madera St San Gabriel, CA 91778 (626)282-1445	Disposal Facility	OBE 6896		$0.00
IQ Personnel, Inc. 8039 Painter Ave., Suite 200 Whittier, CA 90602 (562) 698-2800	Temporary staffing	**MBE** DBE 27373	CCA 10402	$0.00
Kinsbursky Brothers Inc. 125 E. Commercial St. A Anaheim, CA 92801 (714) 738-8516	Disposal Facility	OBE 71756		$50,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	Total Dollars	**Total % Pledged**
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BASE BID AMOUNT	$10,000,000.00	

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CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Lighting Resources 805 E Francis St Ontario CA 91781 909-923-7252	Disposal Facility	OBE 49376		$0.00
Mariposa Landscape 6232 Santos Diaz St Irwindale, CA 91702 626-960-0196	Landscape	LBE **MBE** 37858		$0.00
Ocean Blue Environmental Services, Inc. 925 W. Esther St., Long Beach, CA 90813 (562) 624-4120	Labor and Equipment	WBE 658		$200,000.00
PDQ Rentals 10826 Shoemaker Ave Santa Fe Springs, CA 9670 (562) 944-3206	Equipment Rental	OBE 106270		$0.00
Pinnacle Disposal & Environmental Services Inc. PO Box 2281 Irwindale, CA 91760 (626) 480-1305	Trash hauling and disposal	OBE 99564		$0.00
Phibro- Tech Inc. 8851 Dice Road Santa Fe Springs, CA 90670 (562) 698-8036	Disposal Facility	OBE 99983		$50,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
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CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

LIST OF ALL SUBCONTRACTORS/SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Philotechnics, LTD 201 Renovare Oak Ridge, TN 37830 (865) 483-1551	Disposal Facility	OBE 71749		$50,000.00
Perimeter Security Systems 1482 Callens Rd Ventura CA 93003 805-644-5482	Security	OBE 45770		$0.00
Southwest Processors Inc. 4120 Bandini Blvd. Vernon, CA 90058 (800) 900-3366	Disposal Facility	OBE 107336		$0.00
Sulliano Corporation 6480 York Mountain Road Templeton, CA 93465 (805) 237-1026	General Contractor	OBE 107321		$0.00
Sunbelt Rentals 14861 Artesia Blvd. La Mirada, CA 90638 (714) 923-1890	Equipment Rental	OBE 33903		$0.00
Superior Awning 14555 Titus St Van Nuys CA 91402 818-780-7200	Awnings	OBE 101819		$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

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Routine and Emergency Response Hazardous Waste Field Services (Task B)

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CONTACT PERSON: Cherylina Jones	**PHONE/EMAIL:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE /RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Total Equipment Rental, Inc. 2828 E. Spring St. Long Beach, CA 90806 (562) 595-6555	Equipment Rental	WBE 40958		$0.00
United Pumping Services 14000 E. Valley Boulevard City of Industry, CA 91746 (951) 427-3715	Transportation Services	MBE 7163	CCA 624	$50,000.00
Veolia 5736 W Jefferson Phoenix, AZ 85034	Disposal Facility	OBE 40815		$0.00
Vortex Industries 20 Odyssey Irvine CA 92618 800-498-6783	Door repair/installation	OBE 32245		$0.00
Waste Connections of CA 3 Waterway Square Place The Woodlands, TX 77380 832-442-2200	Disposal	OBE 24352		$0.00
West Coast Environmental Solution 2683 Lime Ave. Garden Grove, CA 92845 562-448-9510	General Contractor	OBE 44194		$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

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TOTAL DVBE AMOUNT	$0.00	0.00%
TOTAL OBE AMOUNT	$1,700,000.00	17.00%
BASE BID AMOUNT	$10,000,000.00	

Cherylina Jones
Signature of Person Completing this Form

Cherylina Jones
Printed Name of Person Completing this Form

Senior Account Manager
9/18/23
Date

This base proposed amount is the anticipated contract value for the 5-year term.

MUST BE SUBMITTED WITH PROPOSAL/BID

Exhibit 02

Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile for Task/Project Work

CITY OF LOS ANGELES
SCHEDULE B - MBE/WBE/SBE/EBE/DVBE/OBE
SUBCONTRACTOR/SUBCONSULTANT UTILIZATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NEECESSARY. SIGN ALL SHEETS)

PROJECT TITLE:	
Routine and Emergency Response Hazardous Waste Management Services	
CONTRACTOR/CONSULTANT:	**ADDRESS:**
Clean Harbors Environmental Services	18408 S Laurel Park Road, Rancho Dominguez, CA 90220
CONTACT PERSON:	**PHONE/EMAIL:**
Cherylina Jones	310-502-8751 / Jones.Cherylina@cleanharbors.com

Contract Amount (Including Amendments):	**Invoice Number:**	**This Invoice Amount:**	**Invoiced to Date Amount (Includes this Invoice):**

LIST OF ALL SUBCONTRACTORS/SUBCONSULTANTS

Name of Subcontractor/Subconsultant	MBE/WBE/ SBE/EBE/ DVBE/OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date
Action Clean Up Environmental	MBE, SBE EBE	DGS 2012538	$ 200,000			
Cruz Containers, Inc.	MBE	CCA 10043	$250,000			
Chempack & Environmental, LLC	MBE	CCA 11004	$10,000			
United Pumping Services, Inc.	MBE	CCA 624	$50,000			
Ocean Blue Environmental	WBE	CCA 6381	$200,000			
Demenno Kerdoon / World Oil	OBE		$1,500,000			
Kinsbursky Brothers Inc.	OBE		$50,000			
E-Recycling of California	OBE		$50,000			
Phibro- Tech Inc.	OBE		$50,000			
Philotechnics, LTD	OBE		$50,000			

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/ DVBE/OBE PARTICIPATION TO DATE			
	Total Dollars	**Total % Pledged**	
TOTAL MBE AMOUNT		0.00%	Signature of Person Completing this Form
TOTAL WBE AMOUNT		0.00%	
TOTAL SBE AMOUNT		0.00%	
TOTAL EBE AMOUNT		0.00%	Printed Name of Person Completing this Form
TOTAL DVBE AMOUNT		0.00%	
TOTAL OBE AMOUNT		0.00%	
BASE BID AMOUNT			Title Date

MUST BE SUBMITTED WITH EACH INVOICE

Exhibit 03

Insurance Contractual Requirements

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: RFP-Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services. Date: 04/27/2021

Agreement/Reference: Task A

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✔ **General Liability** At least $3,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party. **$2,000,000**

☑ Products/Completed Operations

☐ Fire Legal Liability

☐ Sexual Misconduct

☐

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$2,000,000**

✔ **Professional Liability** (Errors and Omissions) **$1,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐ Replace cost of prop. damage

✔ **Pollution Liability** **$2,000,000**

☑ Contractor's Pollution Liability

✔ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Submitted to Mary Benson 213-440-8237 at PW-Sanitation, 4/27/2021

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: RFP-Scheduled, Emergency and Hazardous Waste from Unsheltered Communities Care Services. Date: 04/27/2021

Agreement/Reference: Task B

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✔ **General Liability** At least $2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party. **$1,000,000**

☑ Products/Completed Operations

☐ Fire Legal Liability

☐

☐ Sexual Misconduct

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐

✔ **Pollution Liability** **$1,000,000**

☑ Contractor's Pollution Liability

✔ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Submitted to Mary Benson 213-440-8237 at PW-Sanitation, 4/27/2021

Exhibit 04

Slavery Disclosure Ordinance

PSC – 13 Slavery Disclosure

LAAC 10.41

Disclosure Ordinances Affidavit on RAMP

Exhibit 05
Compliance with
Living Wage Ordinance

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2017, a wage of at least $11.48 per hour with health benefits of $1.25 per hour, or $12.73 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness(pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at http://bca.lacity.org/index.cfm, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. STATE the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No

   If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing this Form	Signature of Person Completing this Form	
Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Contact:** _____ **Phone #:** _____ **Contract #:** _____

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL**SUB**CONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: _____ Phone #: _____
2. Company Address: _____
3. Awarding Department: _____
4. Project Name: _____

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

THE LIVING WAGE ORDINANCE REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2022, a wage of at least $16.04 per hour with health benefits of $1.25 per hour, or $17.29 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at https://bca.lacity.org/equal-employment-opportunity-enforcement, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing this Form _____ Signature of Person Completing this Form _____

Title _____ Phone # _____ Date _____

Exhibit 06
Contractor Responsibility Ordinance

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Clean Harbors Environmental Services, Inc.			720298
Business Name			Contractor's License Number
2500 East Victoria Street	Compton	CA	90220
Street Address	City	State	Zip
Maria Perez, Account Manager	310.594.4385		310.307.7457
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ■ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated _____/_____/_____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/_____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☑ **Corporation**: Date incorporated: 3 /24 /1980 State of incorporation: Massachusetts

List the corporation's current officers.

President: Eric W. Gerstenberg

Vice President: Michael Battles

Secretary: C. Michael Malm

Treasurer: Gregory Malerbi

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

☐ **Partnership:** Date formed: _____/_____/_____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **Sole Proprietorship:** Date started: _____/_____/_____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

☐ **Joint Venture:** Date formed: _____/_____/_____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

■ Yes ☐ No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document) Clean Harbors Environmental Services, Inc.(CHESI) is a wholly owned subsidiary of the parent holding Company, Clean Harbors, Inc.

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?

☐ **Yes** ■ **No**

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?

☐ Yes ■ **No**

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?

■ Yes ☐ **No**

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

Our licenses are held in the names of Clean Harbors Environmental Services, Inc.(CHESI), Clean Harbors, Inc.(CHI) as well as other subsidiary names. Most of our TSDFs licenses are held in the name of the TSDF subsidiary. Our CA contractors license, CHP Hazardous Materials Transport License, & business licenses are held under CHESI.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ Yes ■ No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 41 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

■ Yes ☐ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)
please see attached additional information.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

■ Yes ☐ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)
Clean Harbors provides hazardous and non-hazardous waste transportation and disposal, and emergency response services to more than 45,000 customers annually. A list of all contracts Clean Harbors has had with any private or governmental entity over the last five years would be too large to attach, and in some cases, would violate the non-disclosure agreements that Clean Harbors has in place with many of its' clients.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

■ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
please see attached additional information.

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ■ No

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☒ Yes ☐ No

(b) Work performance on a contract?

☒ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)
Please see attached additional information.

14. Does your firm have any outstanding judgments pending against it?

☒ Yes ☐ No

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
Please see attached additional information.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☒ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)
Please see attached additional information.

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

(a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

☐ Yes ■ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

☐ Yes ■ No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ■ No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ■ No

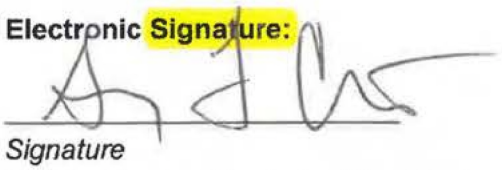
If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:



Signature

7/19/21

Date

■ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE
Additional Information

E.8 Past Contracts with the City of Los Angeles

a) Entity Name with which Contract Held	b) name of a contact & phone number	c) Purpose of Contract	d) Total Cost/ Contract Amount	e) Contract Start Date	f) Contract End Date	g) Contract Number
LAFD	Miguel Telles 213-202-3421	LAFD to utilize the Bureau of Sanitation's Contract Number C-121334 to provide routine and 24-hour Emergency Response Hazardous Waste Management Services	$650,000	11/1/2017	10/31/2020	C-125748-1
LADWP	Jennifer Madden - 213-670-0470	Hazardous/Industrial Waste Mgmt.	$21,000,000	6/1/2017	6/1/2020	474418
LAPD	Louis Laudermilk 213-486-0389	LAPD Routine Hazardous Materials Waste Management Services	$1,200,000	7/1/2017	6/30/2021	C-129868
LAFD	Keenan Porche 213-978-3461	LAFD Routine Hazardous Materials Waste Management Services	$1,050,000	11/1/2020	6/30/2021	C-131261
DPW/BSS	Stephanie Clements (213) 847-3333	Routine & 24-hour Emergency Response Hazardous Waste Management Services	$7,058,333	11/1/2020	11/1/2023	C-124108
DPW/LASAN	John Park 213.485.3970	RSM, CESQG and Permanent Collection Sites Program	$126,000,000	10/1/2012	11/1/2023	C-121334-1
GSD	Alexandria Aguiree 323-526-9200	Piggyback agreement of current City Contract C-121334 with Clean Harbors Environmental Services Inc. Amendment	$2,500,000	11/2/2012	11/2/2023	C-124073-1
DOT	Mario Interno 213.507-0536	Routine hazardous waste management services to DOT.	$300,000	11/2/2012	11/1/2023	C-125191
LADWP	David Geere 213-367-4727	Hazardous Substances Spill and Emergency Response Services	$5,000,000	2/6/2019	2/5/2024	47515
LADWP	Brian Gonzalez 213-367-2612	Hazardous/Industrial Waste Mgmt.	$5,000,000	9/1/2020	4/30/2022	47611
LAPD	Keenan Porche 213-978-3461	LAFD Routine Hazardous Materials Waste Management Services	$1,050,000	7/1/2021	6/30/2024	TBD

E.10, F.13B & 14

As the largest provider of hazardous waste services in North America, Clean Harbors has, on occasion, encountered contract disputes with customers, vendors and employees. Due to confidentiality provisions contained either in the subject matter contracts or in settlement agreements, it is Clean Harbors' policy not to disclose or discuss these disputes. Clean Harbors has pending non-material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceeding may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this contract/proposal.

Clean Harbors Environmental Services, Inc. is a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc. (CHI). As a publicly traded corporation, CHI is required to disclose material legal proceedings pursuant to SEC rules. More detailed descriptions of the most significant Legal Proceedings are included in Clean Harbors SEC 10K form. A copy of the most recent SEC filing, Form 10-K Filing date: February 24, 2021 is available via our website at the link below to the company's financial filings.

See the Notes to Consolidated Financial Staternents Item (17) Commitments and Contingencies on pages 78 through 79 of the document for a listing of our Legal and Administrative Proceedings.
http://ir.cleanharbors.com/sec-filings/sec-filing/10-k/0000822818-21-000003

G.16.

Clean Harbors has pending non-material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceeding may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this contract /proposal. Clean Harbors has conducted a due and diligent search for requested information and provides the following information:

Please see attached OSHA Citation Log for the past 5 years on the following pages.

Clean Harbors Environmental Services OSHA Citation Log – 2016 to July 2021

Location	Date	Standards	Violation	$
Las Vegas, NV	7/31/2019	29 CFR 1910.1025 (d)(2) 29 CFR 1910.1025(j)(3)(i)(B)	Other Other	$3,240 $3,240
Laurel, MD	7/10/2019	29CFR 1910.134(d)(3)(i)	Other	None
Boynton Beach, FL	5/23/2019	29CFR 1910.157(c)(4)	Other	$1169
Benicia, CA	01/18/2019	8CCR 3203(a)(7)(B) 8CCR 3650(u) *[reference 8CCR 5042(a)(9)]*	General Serious	$600 $18,000
Syracuse, NY	1/16/2019	19100212 A01 19100134 M02 I	Other Other	$4,100
Paradise, CA	12/18/2018	Cal/OSHA 1509(C) (18B-CA) Cal/OSHA 3395(I)	Other Other	$240 $240
Archdale, NC	8/21/2018	29 CFR 1910.28(b)(1)(i)	Serious	$7,560
Seymour, CT	12/20/2017	29 CFR 1910.146 (C05) (II)(C) 29 CFR 1910.146 (F08) 29 CFR 1910.146 (K03) 29 CFR 1910.146 (E05) (II) 29 CFR 1910.146 (J03)	Other Other Other Other Other	$5,400 $5,400 $10,800 $1,000 $0
Deer Trail, CO	12/01/2017	29 CFR 1910.28(b)(1)(i) & 29 CFR 1910.22(a)(3) 29 CFR 1910.37(b)(1) 29 CFR 1910.151(c)	 Serious Serious Other	 $7,000 $3,500 $0
Hebron, OH	10/4/2017	29 CFR 1910.119(d)	Serious	$9053.80
Spring Grove, OH	5/17/2017	29 CFR 1910.140 29 CFR 1910.178	Serious Other	$3,667 $1,833
San Jose, CA	12/21/2016	8CCR 2473.1 (b) 8CCR 2473.2 (a) 8CCR 5161 (e)(2) 8CCR 5162 (c)	General General General General	$563 $563 $563 $563
Bridgeport, NJ	9/30/16	5A 0001 29 CFR 1910.0178 M 07	Serious Serious	$17,000 $0
San Diego, CA	7/14/16	29 CFR 1910.0147 C05 I 29 CFR 1910.0147 C07 I A 29 CFR 1904.0039 A02	Serious Serious Other	$2,500 $2,500 $5,500
Elko, NV	6/27/2016	29 CFR 1926.21 (b)(2)	Serious	$1,540
Kent, WA	4/20/16	WAC 296-863-20015	Other	$0

Other = Other Than Serious

Summary of Incident and Corrective Actions regarding 7/31/19 OSHA Citation
Shooting ranges are among the industries Nevada OSHA has selected for its Targeted Inspections and Local Emphasis Program. On 7/31/2019, Nevada OSHA inspected a shooting range while a Clean Harbors' Field Services crew was on-site removing lead debris from the customer's range. Afterwards, the Inspector cited Clean Harbors for two violations of the Lead Standard: Medical Monitoring and Air Monitoring. Clean Harbors completed Corrective Actions immediately. During the informal meeting, Nevada OSHA reduced both Serious violations to Other. On 12/03/2019, Nevada OSHA closed the case.

Summary of Incident and Corrective Actions regarding 7/10/19 OSHA Citation
An employee complaint triggered an OSHA inspection whereby OSHA alleged Clean Harbors did not provide a respirator that was adequate to protect the employee's health and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and foreseeable emergency situations: specifically, that during a vacuum truck transfer of waste flammable liquids, Clean Harbors failed to provide the employee the required respirator and cartridges. During an informal conference, Clean Harbors provided Maryland OSHA (MOSHA) with copies of the fit testing and respiratory protection training rosters for the employee. Clean Harbors explained that employees are issued their own respirators and PPE, including respirator cartridges, are available at will to all employees. Clean Harbors also explained the process for determining when respiratory protection is required. Clean Harbors and MOSHA could not come to an agreement during the informal conference, and MOSHA issued two "Other-than-Serious" citations on 10/24/2019. Clean Harbors formally contested the allegations on 12/5/2019. A settlement agreement was reached and MOSHA deleted one of the two citations. On 6/25/2020, MOSHA closed the case.

Summary of Incident and Corrective Actions regarding 5/23/19 OSHA Citation
OSHA conducted an inspection on 5/23/2019 based on a complaint filed at its Florida state office. Afterwards, Clean Harbors was issued one Other-than-Serious citation. The Inspector alleged that onsite portable fire extinguishers were not maintained in a fully charged and operable condition. Clean Harbors contracted with a third party to complete inspections and tagging of fire extinguishers on a monthly basis. OSHA closed the case on 9/23/2019.

Summary of Incident and Corrective Actions regarding 1/18/19 OSHA Citation
In response to an injury that occurred to a contract employee on 1/15/2019, Cal-OSHA performed an inspection on 1/18/2019 at a Clean Harbors' facility in Benicia, California. The injury occurred during the installation of an upper and lower metal plate to the mounting pins of a centrifuge base plate while installing the centrifuge to a skid. When the equipment was lowered, it became bound and failed to seat properly. As the operator worked to unbind the unit, the contract employee (without Clean Harbors' knowledge or consent) placed his hand underneath the load, resulting in amputation to the tip of his right thumb. Clean Harbors' corrective action taken as a result of the incident was the development of a Centrifuge Base Installation Procedure, which was rolled out to the Company.
The General violation was paid on 5/16/2019. Clean Harbors appealed the Serious violation on 5/13/2019 under the Affirmative Defense: independent employee action caused the violation. An informal conference was held on 6/11/2019 without resolution by Cal-OSHA's Area Director, who deferred to the formal appeal process. The appeal was finalized on 7/24/2020 and Clean Harbors paid the Serious fine. Cal-OSHA closed the case on 9/1/2020.

Summary of Incident and Corrective Actions regarding 1/16/19 OSHA Citation
Following an inspection by the Syracuse area OSHA office because of an industry targeted inspection, the Clean Harbors Syracuse office was initially issued 3 citations. One "Serious" violation for failing to have a tool and chuck guard installed on a drill press used by the vehicle maintenance division, one "Serious" violation for failing have HBV declination letter on file for employees who may encounter blood or OPIM, and one "Other Than Serious" violation for failing to provide fit test records in timely manner. The missing drill press chuck guard was abated immediately, (before a follow up visit a week later). During the informal conference, Clean Harbors proved to the satisfaction of the OSHA Area Director that no employees were at risk of exposure to blood or OPIM without having been vaccinated and the citation was withdrawn. "The "Serious" citation for the drill press guard was reduced to "Other Than Serious" based on "good faith" and that the violation was immediately abated. Clean Harbors challenged the recordkeeping citation. Fit test records were supplied by pulling from various electronic databases, although not in the 4-hour time frame requested by the compliance officer. The OSHA Area Director would not withdraw the "Other than Serious" citation because of concerns regarding our record keeping system. The outcome of the inspection was two "Other Than Serious" citations for a total penalty of $4,106.

Summary of Incident and Corrective Actions regarding 12/18/18 CAL OSHA Citation
Following an inspection by Cal OSHA at a jobsite, one general citation with two issues was received. These included: (1) Employer did not post or make available a code of safe practices at an active construction site; (2) Employer did not make a heat illness prevention plan available to employees. Through discussions with CAL OSHA Clean Harbors demonstrated both concerns had been addressed and received a non-admission judgement to this general citation. CAL OSHA performed an inspection on a hydrovac crew that was working as part of the disaster response

effort on the Camp Fire. The inspector reported the crew was well-hydrated, had an ample supply of drinking water, and were working safely however; they were only able to provide parts of the heat illness prevention program and were unable to provide the injury and illness prevention program. Workers were provided with a review of where these documents are located on the internal SharePoint system and provided with hard copies to be kept on all hydrovac units and support vehicles while working in California.

Summary of Incident and Corrective Actions regarding 08/21/18 OSHA Citation

On 8/21/2018, a Clean Harbors crew from the Archdale, NC Field Service office was preparing to perform an industrial vacuum project at a client site in Danville, VA. The crew had installed a standpipe running down the outside of a 33-foot-high wall. This was accomplished by working within 4 feet of an unprotected fall hazard using person fall protection systems. Once the standpipe was installed, the crew leader went on the roof to inspect the installation. He knowingly crossed the red line demarking the fall protection zone without donning his personal fall protection system (i.e., harness and lanyard). At the time, a VOSH Compliance and a client representative were inspecting the roof. The violation was witnessed and documented with photographs by the VOSH Compliance Officer. The violation was discussed with VOSH and was immediately abated on site and at the time the violation was discovered. VOSH investigated the incident and issued a single "serious" citation for "Failing to ensure that each employee on a walking/working surface with an unprotected edge or side which is 4 feet or more above a lower level was protected from falling." Clean Harbors is committed to the prevention of all preventable incidents and injuries, our employees share in that responsibility of preventing these unwanted incidents. The citation was addressed by region wide safety stand-down addressing fall protection, remedial training for all region employees and improving management accountability by initiation of VPP status for the Archdale, NC branch.

Summary of Incident and Corrective Actions regarding 12/20/17 OSHA Citation

On September 30, 2017, a Clean Harbors' crew was cleaning an open top WWTS holding tank. The tank was pumped of free standing treated water with about 1-2 inches of sludge remaining in the tank. The tank also contained miscellaneous sections of non-connected pipe, broken scrapers and wood, all to be removed by the crew. To enter the tank, the CSE team set up two ladders, one on the outside of the tank and the other was inside of the tank. Above the ladders the rescue retrieval winch was set up attached to a steel I Beam. The entrant entered the tank and started to remove the debris on the floor. The entrant reached up overhead to pass out a section of pipe, and while lifting the object, the entrant stepped back and slipped on a scraper lying on the tank floor causing him to fall; the fall resulted in a right ankle fracture. The entrant was removed from the tank with assistance from the rescue attendant and retrieval winch. Connecticut OSHA investigated the incident and issued five "Other Than Serious" citations for 1) failing to conduct air monitoring prior to entry; air monitoring was documented on the permit at the same time the entrant made entry; 2) failing to document and control hazards inside the confined space; i.e., the scraper the employee slipped on; 3) failing to ensure rescue equipment was used; the rescue entrant entered the tank without using the rescue winch; 4) the Confined Space Entry Supervisor failed to terminate the permit when a condition not allowed by the permit arose; i.e., the injury requiring entry rescue; and 5) the employer failed to ensure the Confined Space Entry Supervisor terminated the permit when a condition not allowed by the permit arose; i.e., the injury requiring entry rescue. All citations were addressed and abated through remedial training.

Summary of Incident and Corrective Actions regarding 12/01/17 OSHA Citation

An employee performed an unauthorized entry into the Treatment Building, without notifying other employees, without the required PPE, without turning on the building lighting, and without the required site radio for emergency communications, and fell into a Stabilization Tank containing a caustic liquid waste. OSHA conducted an investigation as a result of this incident and issued two Serious Citations and one Other than Serious Citation. Corrective Actions included: (1) the guardrail and Center Island access gate were then restored to the closed position, preventing access to the fall hazard; re-training in fall protection requirements for the building, including ensuring the Basin Gates remain closed and the chains preventing access to Center Island remain in place unless personnel in fall protection are accessing the area to unload trucks or for cleaning; (2) the old wood decking was removed and new decking was installed leaving a smooth walking surface; (3) a new lighting circuit was added, providing egress lighting separate from the operational lighting circuit; (4) a hot water heater and mixing control was procured and plumbed in, providing tepid water to the Decon Station shower and eyewash.

Summary of Incident and Corrective Actions regarding 10/4/17 OSHA Citations

Following an incident that occurred on 10/04/17, OSHA opened an investigation. The incident occurred while processing a cumene waste stream, using a thin film evaporator, and a chemical reaction significantly increased the internal pressure causing an explosive failure and fire. No one was injured. Post incident, a highly hazardous chemical was found in the waste stream at concentrations above the threshold limit. The highly hazardous chemical listed in 29 CFR 1910.119 Appendix A, was being processed in the thin film evaporator undetected by facility laboratory analysis which led to the catastrophic event and serious citation for failing to comply with 29 CFR 1910.119(d): process safety information . Clean Harbors met with OSHA in an informal conference to address the proposed citation presenting the

completed corrective actions to prevent future occurrence: 1) develop chemicals of concern list and have them automatically flagged in our internal waste identification network; 2) customize current Clean Harbors Management of change (MOC) form to include special requirements for recycle center processing; 3) develop bulk solvent profile acceptance process to include the requirement to perform an MOC on every existing and new bulk stream to be recycled; and 4) review/revise the current laboratory testing methods and instrumentation to ensure accuracy of analytical results. Documentation showing completion of corrective actions along with working with the agency, in good faith, meant the citation was abated and the penalty reduced.

Summary of Incident and Corrective Actions regarding 5/17/17 OSHA Citations

Following an inspection by the Cincinnati area OSHA office as a result of an ex-employee complaint, the Spring Grove facility was issued a citation consisting of two items, one classified as Serious (1a), and the other as Other Than Serious (1b). Item 1a was a violation of the revised Walking Working Surfaces regulation that became affective 3 months prior. The change in regulation required an overhead anchor point when using fall protection equipment in a safety cage attached to a powered industrial truck. As abatement, the use of fall protection equipment was discontinued as the safety cage provides adequate fall protection. The change in regulations contradicted the best management practice of using fall protection equipment as travel restraint under the above conditions. Item 1b identified a missing data plate on a safety cage. The safety cage was taken out of service and another purchased.

Summary of Incident and Corrective Actions regarding 12/21/16 CAL OSHA Citation

Following an inspection by Cal OSHA at the Lenfest San Jose facility, 4 citations were issued. These included: (1) Missing a cover/breaker in an electrical panel; cover installed within 24 hrs. of inspection; (2) Missing an outlet cover in the employee break room; corrected at the time of the inspection; (3) Blocked exit door; corrected at the time of the inspection; and (4) Blocked emergency eyewash/shower; corrected at the time of the inspection.

Summary of Incident and Corrective Actions regarding 9/30/16 OSHA Citation

Following a complaint filed after an incident that occurred on 4/4/16, OSHA opened an investigation. The incident occurred while a material handler was unloading a tractor-trailer at the loading dock. The operator of the truck, who was not an employee of Clean Harbors, pulled away from the dock while the material handler was still in the trailer with a forklift. The forklift was backing out at the same time and became stuck when the back tires left the trailer. The employee unbuckled from the forklift and jumped from the trailer. The fall resulted in a broken elbow. OSHA proposed two citations, one pertaining to Powered Industrial Truck standards and the other under general duty. Clean Harbors met with OSHA in an informal conference to address the proposed citations. Under the agreement reached, one citation was maintained. Clean Harbors had implemented (prior to the conference date) an operating procedure that established control of all vehicles by the use of glad hand locks, kingpin locks, or dock locks that would be used in addition to chocks and administrative controls. All personnel across the "Truck to Truck" organization were trained in the procedure and all equipment has been provided. Continued performance monitoring is also in place as a normal course of operations now. In addition, all personnel have also been retrained completely on the forklift operations.

Summary of Incident and Corrective Actions regarding 7/14/16 OSHA Citation

Following a complaint filed after an incident that occurred on 4/6/16, OSHA opened an investigation. The incident occurred while a CH technician was assisting with a clean up at a client site. A representative of the client activated a security device which struck and pinned the employee causing injuries to both the head and hand of the employee. OSHA proposed several citations concerning Control of Hazardous Energy (LOTO) and one proposed citation concerning a failure to report the incident to the agency. Clean Harbors met with OSHA in an informal conference to address the proposed citations. An agreement was made which substantially changed the citations and fines. The combined LOTO citations were abated prior to our conference by performing a LOTO awareness course for all personnel affected. Though these employees are not required to conduct control based on their job function, additional awareness training was conducted. Several CH supervisors were provided with full training and also provided appropriate equipment, as defined by the standard, to ensure proper implementation of the procedures if necessary. Although significant information was provided to the agency supporting the fact that reporting of the incident was not required, the agency believed that the intent of the standard should have been adhered to and reporting should have been made. On this point, the agency agreed to a significant fee reduction pertaining to this item; however, would not delete the citation all together.

Summary of Incident and Corrective Actions regarding 6/27/16 OSHA Citation While attempting to offload a piece of mechanized equipment from a tilt deck trailer at a job site, a NV employee suffered a partial amputation of the tip of a finger. OSHA conducted an investigation as a result of this incident and issued one serious citation for failing to instruct employees on the potential hazards of these types of trailers. The investigation into the incident revealed that the trailer supplied with the equipment (which had just been picked up from a rental vendor) was not of adequate size for the piece of equipment being transported. This was a significant contributing factor in the cause of this incident. The resulting corrective action was the development of a trailer towing training program detailing the potential hazards with various types and configurations of tow behind trailers. All field employees are required to complete this training course.
Summary of Incident and Corrective Actions regarding 4/20/16 WA OSHA Citation An OSHA inspection was conducted based upon a complaint filed with the WA State office. During the inspection there were no issues identified in relation to the complaint. The inspector did cite that there was a portable attachment that is used with a forklift and that no secondary plate was on the forklift for reference of different capacity when the attachment was used. The manufacturer of the forklift was contacted and a new plate was obtained and installed on the forklift.

Exhibit 07

Business Tax Registration Certificate

CITY OF LOS ANGELES
OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

22 100-001745 1112 1

CLEAN HARBOR ENVIRONMENTAL SERVICES, INC.
PO BOX 9149
NORWELL MA 02061-9149

2500 E VICTORIA STREET
COMPTON, CA 90220-6013

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 12/25/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002592039-0001-9	L046	Prop/Coll/Sport/Vend/Freight	01/01/2008	Active

DISPLAY TO

CLEAN HARBOR ENVIRONMENTAL SERVICES, INC.

2500 E VICTORIA STREET
COMPTON, CA 90220-6013

POST OFFICE BOX #9149
NORWELL, MA 02061-9149



ISSUED BY:
Controller Ron Galperin

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

FORM 2000 (rev. 6/07)

P.O. BOX 53200, LOS ANGELES CA 90053-0200

Exhibit 08

Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Clean Harbors Environmental Services, Inc.

I. Corporate or Main Office Address:

42 Longwater Dr., Norwell, MA 02061 (corporate office)

2500 East Victoria Street, Compton, CA 90220 (local office)

II Total Number of Employees in Organization: 3207

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

15 and 0.47 %

Exhibit 09

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, George L. Curtis, depose and say that I am

Executive VP- Pricing & Proposals, of Clean Harbors Environmental Services, Inc.,

("President," "Vice-President," etc.) (Insert Name and Address of Organization)

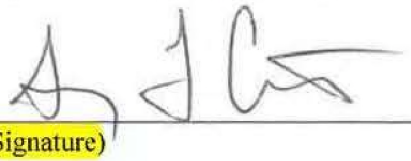
who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 7/19/21 at Norwell, MA

(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.



(Signature)

Exhibit 10

Contract History

Current and Prior Contracts with the City of Los Angeles (for past 10 years)						
a) Entity Name with which Contract Held	b) name of a contact & phone number	c) Purpose of Contract	d) Total Cost/ Contract Amount	e) Contract Start Date	f) Contract End Date	g) Contract Number
LAFD	Miguel Telles 213-202-3421	LAFD to utilize the Bureau of Sanitation's Contract Number C-121334 to provide routine and 24-hour Emergency Response Hazardous Waste Management Services	$650,000	11/1/2017	10/31/2020	C-125748-1
LADWP	Jennifer Madden - 213-670-0470	Hazardous/Industrial Waste Mgmt.	$21,000,000	6/1/2017	6/1/2020	474418
LAPD	Louis Laudermilk 213-486-0389	LAPD Routine Hazardous Materials Waste Management Services	$1,200,000	7/1/2017	6/30/2021	C-129868
LAFD	Keenan Porche 213-978-3461	LAFD Routine Hazardous Materials Waste Management Services	$1,050,000	11/1/2020	6/30/2021	C-131261
DPW/BSS	Stephanie Clements (213) 847-3333	Routine & 24-hour Emergency Response Hazardous Waste Management Services	$7,058,333	11/1/2020	11/1/2023	C-124108
DPW/LASAN	John Park 213.485.3970	RSM, CESQG and Permanent Collection Sites Program	$126,000,000	10/1/2012	11/1/2023	C-121334-1
GSD	Alexandria Aguiree 323-526-9200	Piggyback agreement of current City Contract C-121334 with Clean Harbors Environmental Services Inc. Amendment	$2,500,000	11/2/2012	11/2/2023	C-124073-1
DOT	Mario Interno 213.507-0536	Routine hazardous waste management services to DOT.	$300,000	11/2/2012	11/1/2023	C-125191
LADWP	David Geere 213-367-4727	Hazardous Substances Spill and Emergency Response Services	$5,000,000	2/6/2019	2/5/2024	47515
LADWP	Brian Gonzalez 213-367-2612	Hazardous/Industrial Waste Mgmt.	$5,000,000	9/1/2020	4/30/2022	47611
LAFD	Keenan Porche 213-978-3461	LAFD Routine Hazardous Materials Waste Management Services	$1,050,000	7/1/2021	6/30/2024	TBD

Exhibit 11

Municipal Lobbying Ordinance

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
200061	**Department of Public Works**
Bidder Name: **Clean Harbors Environmental Services, Inc.**	
Address: **2500 East Victoria Street Compton, CA 90220**	
Email Address: **perez.maria@cleanharbors.com**	Phone Number: **310.594.4385 (Maria Perez)**

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

George L. Curtis
Name

Signature

Executive VP- Pricing & Proposals
Title

7-19-21
Date

Exhibit 12

First Source Hiring Ordinance

PSC – 26 EQUAL BENEFITS

LAAC 10.8.2.1

EBO/FSHO Compliance Affidavit on RAMP

Exhibit 13
Contract Bidder Campaign Contribution and Fundraising Restrictions

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Bavn ID 200061 Date Bid Submitted: 7/29/21

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
RSM Program & Scheduled, Emergency & Hazardous Waste from Unsheltered Communities Care Services

Awarding Authority (Department awarding the contract): Dept of Public Works

Bidder Name: Clean Harbors Environmental Services, Inc.

Bidder Address: 2500 East Victoria Street Compton, CA 90220

Bidder Email Address: perez.maria@cleanharbors.com Bidder Phone Number: 310.594.4385

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
Yes ☑ No ☐

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
Yes ☐ No ☑

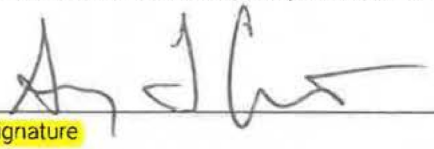
3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 4

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

George L. Curtis
Name

Executive VP- Pricing & Proposals
Title


Signature

7/19/21
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: see attached list of CHESI officers Title:
Address: corporate office: 42 Longwater Drive, Norwell, MA 02061-9149

Name: Tracy Linton (authorized representative) Title: Technical Services Sales Manager
Address: 2500 East Victoria Street Compton, CA 90220

Name: Maria Perez (authorized representative) Title: Account Manager
Address: 2500 East Victoria Street Compton, CA 90220

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

Clean Harbors Environmental Services, Inc. Officers and Directors List

Clean Harbors Environmental Services, Inc.		
42 Longwater Drive P.O. Box 9149 Norwell, MA 02061-9149	**DIRECTORS:**	Alan S. McKim Michael Battles Eric W. Gerstenberg
	OFFICERS:	
	President and Chief Operating Officer:	Eric W. Gerstenberg
A Massachusetts Corporation EIN # 04-2698999	Executive Vice President and Chief Financial Officer:	Michael Battles
	Executive Vice President:	Brian Weber
	Executive Vice President:	Michael Twohig
	Executive Vice President:	George L. Curtis
	Executive Vice President:	Robert Speights
	Executive Vice President:	Jeffrey Knapp
	Executive Vice President:	Sharon Gabriel
	Executive Vice President:	Loan Mansy
	Senior Vice President and Treasurer:	Gregory Malerbi
	Vice President:	Eric J. Dugas
	Secretary:	C. Michael Malm
	Senior Vice President, General Counsel and Assistant Secretary:	Michael R. McDonald

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Ocean Blue Environmental Services, Inc

Subcontractor's Address

925 W. Ester Street, Long Beach, CA 90813

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Maria Lee Title: Chief Executive Officer
Address: 925 West Esther Street, Long Beach, CA 90813

Name: Justin Lee Title: President
Address: 925 West Esther Street, Long Beach, CA 90813

Name: Moonho C. Lee Title: Chief Financial Officer
Address: 925 West Esther Street, Long Beach, CA 90813

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
IQ Personnel, Inc .

Subcontractor's Address
8039 Painter Ave, Whittier, CA 90602

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Anthony Salas Title: President
Address: 8039 Painter Ave Ste 200, Whittier, CA, 90602-2564

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☒ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Cruz Containers, Inc.

Subcontractor's Address
6531 Box Springs Blvd, Riverside, CA 92507

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: William J. Cruz Title: Owner
Address: 6531 Box Springs Blvd, Riverside, CA 92507 (951) 653-0733

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☒ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Chempack & Environmental, LLC

Subcontractor's Address
3721 Karen Ave., Long Beach, CA 90808

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Rod Buck Title: Owner
Address: 3721 Karen Ave., Long Beach, CA 90808

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☒ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Total Equipment Rental, Inc.

Subcontractor's Address

2828 E. Spring St, Long Beach, CA 90806

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Sandra Maness Title: President
Address: 2828 E. Spring St, Long Beach, CA 90806

Name: Kevin Maness Title: Vice President
Address: 2828 E. Spring St, Long Beach, CA 90806

Name: Charles de Armas Title: President
Address: 2828 E. Spring St, Long Beach, CA 90806X

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☒ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Action Clean Up Environmental

Subcontractor's Address
9144 Rose Street, Bellflower, Ca 90706

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Arsenio Hernandez Title: CEO
Address: 9144 Rose Street, Bellflower, Ca 90706

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☒ **Check this box if additional Schedule B pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Pinnacle Disposal and Environmental Services, Inc.
Subcontractor's Address
PO Box 2281, Irwindale, CA91760

Please check one of the following options:

This subcontractor has one or more principals. ☒ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Tim Mally Title: Owner
Address: PO Box 2281, Irwindale, CA91760

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

Exhibit 14

Iran Contracting Act of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Clean Harbors Environmental Services, Inc.		*BTRC (or n/a)* 47459
By (Authorized Signature)		
Print Name and Title of Person Signing George L. Curtis Executive VP- Pricing & Proposals		
Date Executed 7/19/21	*City Approval (Signature)*	*(Print Name)*

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		*BTRC (or n/a)*
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	*City Approval (Signature)*	*(Print Name)*

Exhibit 15

Equal Benefits Ordinance Affidavit

PSC – 26 EQUAL BENEFITS

LAAC 10.8.2.1

EBO/FSHO Compliance Affidavit on RAMP

Exhibit 17

RATE SCHEDULES

Labor, Transportation, Equipment and Supplies Rates

These rates apply to all non RSM, Routine/scheduled and Emergency Services

LABOR RATES JOB POSITION DESCRIPTION	COST PER HOUR	OVERTIME COST PER HOUR
Project Manager /Foreman /Project Supervisor	48.08	64.91
Chemist	44.78	60.45
Supervising Technician	40.00	54.00
Technician / laborer	35.21	47.53
Heavy Equipment Operator	40.00	54.00
Environmental Technician /Field Technician	44.00	66.00
Driver	48.05	64.87
Clerical	18.98	

UNIT COST TRANSPORTATION CHARGES TO PRIMARY TSDF	Cost	Unit
5 Gallon Drum	6.32	Per Container
8 or 10 Gallon Drum	6.32	Per Container
14 to 16 Gallon Drum	12.65	Per Container
20 Gallon Drum	12.65	Per Container
30 Gallon Drum	18.98	Per Container
55 Gallon Drum	18.98	Per Container
85 Gallon Drum	18.98	Per Container
Cubic Yard Box	75.91	Per Container
OTHER		

Miscellaneous Waste Management Services	HazMat Storage Cost Per Day	Hazardous Court Evidence Cost per Day
5 Gal Drum	0.00	2.64
8/10 Gal Drum	0.00	2.64
14/15 Gal Drum	0.00	2.64
20 Gal Drum	0.00	3.95
30 Gal Drum	0.00	3.95

55 Gal Drum	0.00	3.95
85 Gal Drum	0.00	3.95
1 Cubic Yard Box	0.00	6.58
Roll-off Bin	0.00	10.54
Quarterly Waste Management Report, Cost per Report	0.00	0.00
Certificates of Destruction, Cost per Certificate	0.00	0.00
Other Services, Supplies or Equipment Not Listed	QFA	QFA

Subcontract Services and Items Mark-Up		**Markup %**
TSDF Fees or Services		18.00%
Other Subcontract Services		18.00%
Training		18.00%
Equipment Rentals or Purchases		18.00%
Subcontract Storage at Licensed TSDF		18.00%

VEHICLES AND TRANSPORTATION EQUIPMENT	**Cost**	**Unit**
Utility /Personnel Vehicle	18	Per Hour
Flatbed Truck/Supply Van	34.08	Per Hour
Semi-Tractor with Flatbed or Van Trailer, 14-18 wheel, 60-80,000 lb. GVWR	34.08	Per Hour
Dump Truck, 5-15 cu.yd. capacity, Hazardous Waste Rated	40.87	Per Hour
End Dump Truck, 16-24 cu.yd. capacity, Hazardous Waste Rated	54.51	Per Hour
Roll-Off Bin Truck, 40-60,000 lb. GVWR	54.51	Per Hour
Roll-Off Tandem Truck, 16-30 cu.yd. 2 bin capacity, HW Rated	54.51	Per Hour
Vacuum Truck, 500-1500 gal. capacity	24.54	Per Hour
Vacuum Truck, 1500-3000 gal. capacity	40.87	Per Hour
Vacuum Trailer Truck, 3000-6000 gal. capacity	60.00	Per Hour
Vacuum Trailer Truck, 2500-6000 gal. capacity, Stainless steel tank	60.00	Per Hour
High Powered Vacuum Truck/Cusco	124.40	Per Hour
Forklift	29.99	Per Hour
Loader/Backhoe, Case 480E or equivalent	74.95	Per Hour
2 Cubic Yard Sludge Bin with pallet, Hazardous Waste Rated	6.83	Per Hour

Roll-Off Sludge Bin, 10-20 cu.yd. capacity, Haz. Waste Rated	10.90	Per Day
Roll-Off Sludge Bin, 20-40 cu.yd. capacity, Haz. Waste Rated	10.90	Per Day
Roll-Off Vacuum Tank 1500-4000 gal. capacity	340.67	Per Day
15-20 Foot Tow Trailer	74.95	Per Day
Gas-tight "Coffin" for leaking/damaged hazardous gas cylinders	817.64	Per Day
BoxTruck	300.00	Per Day

PERSONAL PROTECTIVE EQUIPMENT	**Rate**	**Unit**
Level "D" PPE	15.00	Per Day, Per Person
Level "C" PPE	29.50	Per Day, Per Person
Level "B" PPE	120.72	Per Day, Per Person
Level "A" PPE with SCBA or ALBA	335.32	Per Day, Per Person

D.O.T. DRUMS, BAGS, AND LINERS	**Rate**	**Unit**
5 Gal. Fiber Drum	10.73	Each
5 Gal. Poly Drum	10.73	Each
5 Gal. Steel Drum	17.44	Each
8 Gal. Poly Drum	21.47	Each
8 Gal. Steel Drum	21.47	Each
10 Gal. Fiber Drum	16.09	Each
14 to 16 Gal. Poly Drum	26.82	Each
14 to 16 Gal Steel Drum	59.01	Each
20 Gal. Fiber Drum	37.56	Each
20 Gal. Poly Drum	36.22	Each
20 Gal. Steel Drum	46.95	Each
30 Gal. Fiber Drum	48.27	Each
30 Gal. Poly Drum	42.91	Each
30 Gal. Steel Drum	65.72	Each
55 Gal. Fiber Drum or Copack box	33.53	Each
55 Gal. Poly Drum	33.53	Each
55 Gal. Steel Drum	45.60	Each
85 Gal. Poly Recovery/Salvage Drum	203.88	Each
85 Gal. Steel Recovery/Salvage Drum	144.85	Each

Tri-Wall Box (1 cubic yard)	53.66	Each
Drum Bung Plug	3.36	Each
Drum Lid	10.73	Each
Drum Ring and Bolt	17.44	Each
Drum Liners, each	2.01	Each
Roll of Drum Liners, 50 count, per roll	101.94	Each
Asbestos Handling Bags	6.70	Each
18 Gal. Disposable Sharps Container	30.00	Each
MISC SUPPLIES AND EUIPMENT	**Rate**	**Unit**
30 Gallon Plastic Bags	2.01	Each
Reactive Bags, each	1.34	Each
Roll-Off Bin Liners, each	46.95	Each
Sheet Plastic, Visqueen, 20' by 50'	53.66	Each
Sheet Plastic, Visqueen, Roll, 20' by 100', per roll	104.62	Each
Flex Hose, 6-inch diameter, per 100 feet	291.11	Each
4 Feet Fluorescent Light Tube Coffin	74.65	Each
8 Feet Fluorescent Light Tube Coffin	74.65	Each
Pallet	12.44	Each
6 Inch Aluminum Pipe Per Feet Per Day	3.74	Each
OPERATIONAL EQUIPMENT	**Rate**	**Unit**
Compressor, 10-20 cfm at 100 psi	12.06	Per Hour
Compressor, 150+ cfm at 100 psi	12.06	Per Hour
Drum Crusher	5.36	Per Hour
Extension Cord	1.34	Per Hour
Generator, 2500-5000 watts	12.06	Per Hour
Hydroblaster / Pressure Washer	73.78	Per Hour
Jack Hammer	9.39	Per Hour
Lighting, 2500-5000 watts	5.36	Per Hour
Power Saw	6.70	Per Hour
Pneumatic Chipping Hammer	6.70	Per Hour
Rivet Buster	6.70	Per Hour
Chop Saw, metal cutting	6.70	Per Hour

Sawzall	6.70	Per Hour
Skilsaw	8.06	Per Hour
Steam Cleaner	46.95	Per Hour
55 Gallon HEPA Vacuum	16.09	Per Hour
Ventilation Blower	16.09	Per Hour
Confined Space Entry Gear	62.21	Per Hour
Decontamination Center, Asbestos	93.87	Per Four Hour Period
Decontamination Center, Non-Asbestos	93.87	Per Four Hour Period
Foam Unit	22.80	Per Four Hour Period
Pump, 1.0-2.90 inch suction diameter	22.80	Per Four Hour Period
Pump, 3-6 inch suction diameter	22.80	Per Four Hour Period
Pump, acid compatible	22.80	Per Four Hour Period
Sand Blaster	46.95	Per Four Hour Period
Dewatering Bin	155.50	Per Day
Barricades / Traffic Cones	1.34	Per Day
CLEAN-UP SUPPLIES	**Rate**	**Unit**
Absorbant Booms, 5"x10'	21.47	Each
Absorbant Booms, 8"x10'	28.15	Each
Absorbant Pillows, 17"x17", Polypropylene	10.73	Each
Absorbant Sheets/Pads, Economy, 17"x19" or 18"x18"	2.70	Each
Absorbant Sheets/Pads, Polypropylene, 17"x19" or 18"x18"	1.34	Each
Absorbant Socks, 3"x 8'	16.77	Each
Acid Neutralizer, 50 lb. bag or drum	10.73	Each
Solvent Adsorbant, Carbon-based, 50 lb. bag or drum	13.41	Each
Caustic Neutralizer, 42 lb. bag or drum	14.76	Each
Cement, 94-100 lb. bag	11.40	Each
CKD, Cement Kiln Dust, 1 cu. ft. bag	10.73	Each
Clay Absorbant, 50 lb. bag	20.12	Each
Fly Ash, 100 lb. bag	13.41	Each
Formaldehyde Polymerizer	12.06	Each
Pozzalonic Ash, 1 cu. ft. bag	6.70	Unit
Pozzalonic Ash, 1 ton	53.66	Each

Sand Bags, empty	3.03	Each
Solid-a-Sorb, diatomaceous earth, 25 lb. bag	8.06	Each
Vermiculite, 4 cu. ft. bag	20.12	Each
Bleach/EPA Registered Product	10.00	Gallon

MISC. TOOLS, EQUIPMENT, AND MATERIALS	**Rate**	**Unit**
Duct Tape, roll	2.70	Each
Ear Plugs, pair	0.05	Each
Eyewash Solution, Buffered, 16 oz. bottle	1.34	Each
Glass Sampling Tubes	2.70	Each
Hazard Tape, roll	2.70	Each
Hazardous Waste Labels	1.34	Each
HazCat Equipment per test	5.36	Each
Instant Ice Packs	0.68	Each
Rags	1.34	Each
Sampling Jars, 8 oz.	1.34	Each
Sampling Jars, 4 oz.	1.34	Each
Shrink Wrap, roll	20.12	Each
Polaroid Camera, per picture	1.34	Each
Safety Blanket	1.34	Each
Air Sampling Pump	36.22	Per Four Hour
Drager Air Pump or equivalent	20.12	Per Four Hour Period
Four-Gas Detector	29.50	Per Four Hour Period
Mercury Vapor Analyzer	29.50	Per Four Hour Period
Organic Vapor Analyzer, full-size PID-type	29.50	Per Four Hour Period
OVA, Organic Vapor Analyzer, FID-type	29.50	Per Four Hour Period
Radiation Detector/Monitor	37.56	Per Four Hour Period
Safety Harness with Lanyard	8.06	Per Four Hour Period
Decontamination Materials	8.06	Per Day
Eye Wash Station	2.70	Per Day
Fire Extinguisher, 20 lb. dry chem, ABC-type	2.70	Per Day
Water Cooler	0.00	
Drager Colorimetric Tubes or equivalent,	18.00%	% Markup

Other	250.00	Per Day
Antiviral Sprayer	180.00	Per Day
Antiviral Disinfectant Fogger	46.00	Per Gal
Antiviral Disinfectant Solution	7.60	Per Gal
Sodium Hypochlorite 15%	23.00	Per Gal

Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group, but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locations outside of Southern California.

TASK B - SCHEDULED & EMERGENCY DISPOSAL RATES

These rates apply to all non RSM, Routine/scheduled and Emergency Services.

Sept 2022 5% disposal Discount Calculation

Pickup at pre assigned EPA site locations includes Manifesting

Waste Type	Profile numbers or Waste	5 gal Drum	8/10 gal Drum	15-20 gal. drum	30 gal. drum	55 gal. drum	85 gal. drum	Bulk Cost per unit	Bulk Unit
Acid, Bulked	B22A, B36A, B26A,	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Acid, Chromic, Conc>5%	B22A	54.09	108.2	108.2	135.22	180.32	261.15	2.15	gallon
Acid, Flam. Liquid	LCCRA, CCRC, LAWSP-0040	135.22	270.47	270.47	338.08	450.78	653.63	4.29	gallon
Acid, Flam. Solid	LCCRA	135.22	270.47	270.47	338.08	450.78	653.63		
Acid, HF, Conc>5%	B22F	81.15	162.27	162.27	202.85	270.47	392.17	3.79	gallon
Acid, Inorg. Liq.	B22A, B36A, B26A,	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Acid, Inorg. Sld.	CCS	46.88	93.77	93.77	117.2	156.27	226.58	0.93	pound
Acid, Orgn'c. Liq.	LCCRA	135.22	270.47	270.47	338.08	450.78	653.63	4.29	gallon
Acid, Orgn'c Sld.	LCCRA	135.22	270.47	270.47	338.08	450.78	653.63	0.93	pound
Acid, Nitric, Conc>20%	B22NC, B22N,	70.31	140.66	140.66	175.81	234.4	339.89	2.72	gallon
Acid Solns, Inorg, Conc<1%	B26A	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Acid Solns, Inorganic, Non-oxidizer, Conc 1 to 5%	B26A	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Acid Solns, Inorganic, Non-oxidzr, Conc 5 to 20%	B36A, CH649624	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Acid Solns, Nitric, 2 to 20%	B22N	70.31	140.66	140.66	175.81	234.4	339.89	4.33	gallon
Acid Solns, Nitric, Conc<2%	B22N	70.31	140.66	140.66	175.81	234.4	339.89	1.9	gallon
Acid, Sulfuric, Conc>20%	B22AC, LASTM-0035	54.09	108.2	108.2	135.22	180.32	261.15	4.56	gallon
Aerosol Cans, Corrosive	LCCRQ	84.08	168.15	168.15	210.19	280.25	406.36	980.88	Fbin/ CYB
Aerosol Cans, Flammable	LCCRQ	84.08	168.15	168.15	210.19	280.25	406.36	980.88	Fbin/ CYB
Aerosol Cans, Inorg'c Poison	LCCRQ	84.08	168.15	168.15	210.19	280.25	406.36	980.88	Fbin/ CYB
Aerosol Cans, Org'c Poison	LCCRQ	84.08	168.15	168.15	210.19	280.25	406.36	980.88	Fbin/ CYB
Alcohols, Flammable	FB1, LAWSP-0014	34.2	46.88	46.88	58.61	78.14	113.31	1.24	gallon
Alcohols, Flam. Poison	FB1	34.2	46.88	46.88	58.61	78.14	113.31	1.24	gallon
Ammunition, Small Arms	A99X, LRCT,	0	865.51	865.51	N/A	N/A	N/A	8.43	pound
Ammuniton, Special	A99X	QFA	QFA	QFA	QFA	QFA	QFA		
Antifreeze, Reclaimable	B35, LACITY-0010, LAPTP-0	35.63	71.25	71.25	89.06	118.75	172.19	0.6	gallon
Asbestos-Containing Mat'ls	CNIA, LAWSP-0032, LASTM	42.75	85.5	85.5	106.88	142.5	206.63	0.12	pound
Base, Low-Conc Solns	B26B	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Base, High-Conc Solns	B22B	54.09	108.2	108.2	135.22	180.32	261.45	3.19	gallon
Base, Flam. Liquid	LCCRB	135.22	270.47	270.47	338.08	450.78	653.63	4.29	gallon
Base, Flam. Solid	CCRC	135.22	270.47	270.47	338.08	450.78	653.63		
Base, Inorganic Liquid	B26B, B36B, LASTM-9034	45.08	90.16	90.16	112.69	150.26	217.87	1.9	gallon
Base, Inorganic Solid	CCS	46.88	93.77	93.77	117.2	156.27	226.58	0.93	pound
Base, Organic Liquid	LCCRC, CH1713603	135.22	270.47	270.47	338.08	450.78	653.63	4.29	gallon
Base, Organic Solid	LCCRC	135.22	270.47	270.47	338.08	450.78	653.63	0.93	pound
Batteries, Lead Acid	LBLA, CH107034	34.2	36.07	36.07	45.08	60.1	87.16	270.94	Fbin/ CYB/pallet
Batteries, Non-Recyclable	CBP	34.2	39.67	39.67	49.58	66.12	95.87		
Batteries, Recyc'ble	LBD, LBD1,LBD2, LDB3, LBL	126.21	252.44	252.44	315.56	420.74	610.06		
Batteries, Lithium	LBR, LBRR, DS-BGB-LOS098	171.29	342.6	342.6	428.25	570.99	827.94		
Caustic, Bulked	B22B, B36B, B26B, CH4310	45.08	90.16	90.16	112.69	150.26	217.87	1.52	pound
Cyanide Cmpds, Solid	CA5, CA4,	171.29	342.6	342.6	428.25	570.99	827.94		
Cyanide Solutions, CN<5%	B29O, B29,	117.2	234.4	234.4	293	390.68	566.49	4.33	gallon
CN Solns, Conc 5% to 10%	B29O, B29,	117.2	234.4	234.4	293	390.68	566.49	4.33	gallon
Cyanide Solns, CN>10%	B29O, B29,	117.2	234.4	234.4	293	390.68	566.49	4.33	gallon
Cyanide Sludge, CN<5%	B29O	171.29	342.6	342.6	428.25	570.99	827.94	1.05	pound
Cyanide Sludge, CN>5%	B29O	171.29	342.6	342.6	428.25	570.99	827.94	1.05	pound
Cyanide, w/ Inerts, CN<5%	CA3	171.29	342.6	342.6	428.25	570.99	827.94	1.05	pound
Cyanide, w/ Inerts, CN>5%	CA5, CA4,	158.67	317.37	317.37	396.69	528.91	766.93	1.05	pound
Cyanide Cmpds Labpack	LRCTB	432.74	865.51	865.51	1081.87	1442.5	2091.62		
Cyanide Solns Labpack	LRCTB	432.74	865.51	865.51	1081.87	1442.5	2091.62		
Dioxin Prec'sr-No Trtmt Stds	LCCRP	126.21	252.44	252.44	315.56	420.74	610.06	8.66	gallon
Dioxin Prec'sr-w/ Trtmt Stds	LCCRP	126.21	252.44	252.44	315.56	420.74	610.06	8.66	gallon
Drums, Empty, Non-recyc.	D23I , D23P,	34.2	50.48	50.48	63.11	84.13	122.02	190	Fbin/ CYB
Drums, Empty, For Recon.	D23	14.25	28.5	28.5	35.63	47.5	68.88		

Drums, Empty, Recyclable	D23, LAWSP-0010, CH2156	14.25	28.5	28.5	35.63	47.5	68.88		
Flammable Liquid, Bulk	LCCRD, LFB1, LAWSP-0014	135.24	270.47	270.47	338.09	450.78	653.64		
Flam. Liquid, Labpack	FB1, LABSM-0008, LASTM-	34.2	46.88	46.88	58.61	78.14	113.31	1.24	gallon
Flam. Liquid, Poison	D90K	99.17	198.35	198.35	247.92	330.58	479.33	1.24	gallon
Flammable Solid	CCRK, FB5, LAWSP-0019, C	99.75	199.5	199.5	249.38	332.5	482.13		
Flam. Solid with Asbestos	D92K	117.2	234.4	234.4	293	390.68	566.49		
Fluor. Lites w/ Blsts or Strs	D80L, CHBL, CH395291, CH	71.25	140.66	140.66	175.81	234.4	339.89	1.2	each
Fluor. Light Tubes, Broken	CFL9	214.58	429.15	429.15	536.44	715.25	1037.1		
Fluor. Light Strt. Tubes	CFL1, CH851070, CH57211	N/A	N/A	N/A	N/A	N/A	N/A	0.22	linear foot
Fluor. Light U-Tubes	CFL2, CH959662, CH47221	N/A	N/A	N/A	N/A	N/A	N/A	1.19	each
Freon for Recycling	LCY2	N/A	N/A	N/A	N/A	N/A	N/A	71.25	ea sm-med cyl
Fuel Gas Cyls, wt<20 lbs.	LCY6, LCY1, LCY3, LCY13, L	108.2	216.37	216.37	270.47	360.62	522.91		
Fuel Gas Cyls, wt>20 lbs.	LCY6, LCY1, LCY3,	N/A	216.37	216.37	270.47	360.62	522.91		
H.I. Discharge Bulbs	CFL4, CFL8, CFL6, CH85108	214.58	429.15	429.15	536.44	715.25	1037.1		
Isocyanide Compounds	CCC	144.25	288.52	288.52	360.62	480.83	697.21	8.66	gallon
Lead	CCSR	46.88	93.77	93.77	117.2	156.27	226.58		
Liquid Fuels Labpack	LFB1	64.13	128.25	128.25	160.31	213.75	309.94		
Liq/Sludge for Stabilization	CCSS, CH666051	46.88	93.77	93.77	117.2	156.27	226.58	1.9	gallon
Medical/Biohaz's Waste (Human Feces)	D20R, CCRK, D20, LASTM-2	126.21	252.44	252.44	315.56	420.74	610.06		
Medical/Biohaz's Waste (SHARPS only) for Incineration	D20X	N/A	N/A	252.44	315.56	N/A	N/A		
Medical/Biohaz's Waste (SHARPS only) in DISPOSABLE container for Autoclave	D20AC	N/A	N/A	85.5	N/A	142.5			
Medical/Biohaz's Waste (SHARPS only) in Reusable containers for Autoclave	D20AC					$142.50/ 43g			
Medicines, Liquid	RXHZ, RXNH,	117.2	234.4	234.4	293	390.68			
Medicines, Solid	RXHZ, LACITY-0036	117.2	234.4	234.4	293	390.68			
Mercury Compounds, Bulk	CHG4	432.74	865.51	865.51	1081.87	1442.5	2091.62		
Mercury Cmpds Labpack	LCHG4, LCHG2,	522.5	2565	2565	3206.25	4275	6198.75		
Mercury-Containing Debris	CHG	522.5	1995	1995	2493.75	3325	4821.25		
Mercury LP, Slds & Met. Hg	LCHG4	$57.00/lb w $522.5	QFA	QFA	QFA	QFA	QFA	QFA	
Mercury LP, Recyc'ble	LCHG2, LCHG4, LAPTP-004	522.5	1995	1995	2493.75	3325	4821.25		
Mercury, Metallic, Bulk	CHG1, LCHG1,	$57.00/lb w $522.50 min	$57.00/lb w $2565.00 min	$57.00/lb w $2565.00 min	$57.00/lb w $3206.25 mi	$57.00/lb w $4275.00 min			
Meth'l. Chloride, Reclaimable	A11	43.26	86.55	86.55	108.2	144.25	209.15	1.71	gallon
Motor Oil, Bulk, Recyclable	A31, CH1413864, LAWSP-0	34.2	39.67	39.67	49.58	66.12	95.87	0.72	gallon
Motor Oil, Bulk, Incin/Fuel or other Non-RCRA bulk Liquids for Incin/Fuel	FB1, LAWSP-0040, CH6101	34.2	46.88	46.88	58.61	78.14	113.31	0.72	gallon
Motor Oil LP, Incin/Fuel	LFB1, LAWSP-0003,LAWSP	64.13	128.25	128.25	160.31	213.75	309.94	748.13	fbin
Non-RCRA Liquid, Bulk for Landfill	CBPS, LAWSP-0027	34.2	50.48	50.48	63.11	84.13	122.02	1.2	gallon
Non-RCRA Liquid, Labpack	LCCRN, LFB1, LLF,	135.24	270.47	270.47	338.09	450.78	653.64	1577.75	fbin
Non-RCRA Solid	CBP, CCRN. LLF, LACITY-W	34.2	57.7	57.7	72.12	96.17	139.45	$0.10/ lb bulk or $541.91/Fbin	Bulk or Fbin
Non-RCRA Solids/Debris	CBP, CNO, lacity-debris, LA	34.2	57.7	57.7	72.12	96.17	139.45	$0.10/ lb bulk or $541.91/Fbin	Bulk or Fbin
Non-RCRA Sludges & Liquids	CBPS, A22K,A99P, LLF, CH3	34.2	64.91	64.91	81.15	108.2	156.86	1.43	gallon
Non-RCRA Waters &W/O	A32, 315549	35.63	71.25	71.25	89.06	118.75	172.19	0.95	gallon
Non-RCRA Waste Oil	A31, FB1,	34.2	39.67	39.67	49.58	66.12	95.87	0.72	gallon
Oil Filters	COF, lacity-0014,CH390667	34.2	43.26	43.26	54.09	72.12	104.59		
Oil/Water Clarifier Waste	A32, CBPS,	35.63	71.25	71.25	89.06	118.75	172.19	0.95	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<2in.	FB2, , LASTM-0007	34.2	64.91	64.91	81.15	108.2	156.86	1.24	gallon
OLPF, BTU>5K/lb, HOC10-20 pH 3 to 11, and Sludge<2in.	A40, LAPTP-2357268	48.7	97.36	97.36	121.7	162.27	235.31	1.52	gallon
OLPF,BTU>5K/lb, HOC>20% pH 3 to 11, and Sludge<2in.	A40	48.7	97.36	97.36	121.7	162.27	235.31	1.52	gallon
OLPF, BTU>10K/lb, HOC<10 pH 3 to 11, and Sludge<15in.	FB3	52.73	105.45	105.45	131.81	175.75	254.84	1.71	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<15in.	FB3, LASTM-0006, LAWSP-	52.73	105.45	105.45	131.81	175.75	254.84	1.71	gallon
OLPF, BTU>10K/lb, HOC<10 pH 3 to11, and Sludge>15in.	FB3	52.73	105.45	105.45	131.81	175.75	254.84	1.71	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge>15in.	A40, FB2,	48.7	97.36	97.36	121.7	162.27	235.31	1.71	gallon
Org'c Liq, BTU>5K/lb, HOCs<10%, pH 3 to 11, Sludge>15in.	FB3, FB2, A40, LACITY-004	52.73	105.45	105.45	131.81	175.75	254.84	1.71	gallon
OrgLiq Fuel, Acid, BTU>5K/lb, HOC's<10, pH<3, Sludge<2in	CCRC, CCRCF, LAWSP-0040	135.22	270.47	270.47	338.08	450.78	653.63	3.37	gallon
OrgLiq Fuel, Alk., BTU>5K/lb, HOC<10, pH>11, Sludge<2in.	CCRC, CCRCF, CH2084638	135.22	270.47	270.47	338.08	450.78	653.63	3.37	gallon
Organic Peroxide	LRCTO, A99,	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Oxidizer, Acidic Liquid	B28I	81.15	162.27	162.27	202.85	270.47	392.17	4.56	gallon
Oxidizer, Acidic Solid	CAXI, LCCRO,	180.32	360.62	360.62	450.78	601.04	871.5		
Oxidizer, Basic Liquid	B28I, B28, CH76150	81.15	162.27	162.27	202.85	270.47	392.17	4	gallon
Oxidizer, Basic Solid	CAXI, LCCRO,	180.32	360.62	360.62	450.78	601.04	871.5		
Oxidizer, Inorg, LC Soln	B28, B28I, CH1718710	81.15	162.27	162.27	202.85	270.47	392.17	4	gallon

Oxidizer Labpack	LCCRO	144.25	288.52	288.52	360.62	480.83	697.21		
Oxidizer, Liquid	B28I, B28,	81.15	162.27	162.27	202.85	270.47	392.17	5.26	gallon
Oxidizer, Solid, Lo Conc	CAXI, LCCRO,	180.32	360.62	360.62	450.78	601.04	871.5		
Oxidizer, Solid	CAXI, LCCRO,	180.32	360.62	360.62	450.78	601.04	871.5		
PCB Compounds	CHSI, DH3,DH4,	108.2	216.37	216.37	270.47	360.62	522.91	8.43	gallon
PCB-Cntng Capcrs &Sm Trs	CHBI, CHBD,	108.2	216.37	216.37	270.47	360.62	522.91		
PCB-Cntng Flrsct Light Blsts	CHBI, CHBD, LACITY-0020,	108.2	216.37	216.37	270.47	360.62	522.91		
PCB-Cntng Lg Transfrmrs	CHTL, CHTR,	N/A	N/A	N/A	N/A	N/A	N/A	1.2	pound
Paint, Bulk Recyc'ble Latex	FB3R,	42.75	82.94	82.94	103.68	138.24	200.44	0.38	pound
Paint, Bulk Non-Recyc. Latex	FB3, CH472447, LABSM-00	52.73	105.45	105.45	131.81	175.75	254.84	0.22	pound
Paint, Bulk Recyc'ble O-Base	FB2, FB3, LAWSP-0007	34.2	64.91	64.91	81.15	108.2	156.86	0.22	pound
Paint, Bulk Non-Recy OBase	FB3, FB4,	52.73	105.45	105.45	131.81	175.75	254.84	0.22	pound
Paint, LP Recyc'ble Latex	LFB3, LPTP,	64.91	129.82	129.82	162.27	216.37	313.75	547.91	Fbin/ CYB
Paint, LP Recyc'ble Oil-Base	LPTP, LAPTP-0055	99.17	198.35	198.35	247.92	330.58	479.33	547.91	Fbin/ CYB
Paint, LP Non-Rec Latex	LPTN,	64.91	129.82	129.82	162.27	216.37	313.75	547.91	Fbin/ CYB
Paint, LP Non-Recy O-Base	LPTN, LFB3,	64.91	129.82	129.82	162.27	216.37	313.75	547.91	Fbin/ CYB
Paint, Slds/Sludge for Recyc.	FB4	99.17	198.35	198.35	247.92	330.58	479.33		
Paint, Slds/Sldge, Non-Recy.	FB4, LPTN, CCRK, FB3, LAST	99.17	198.35	198.35	247.92	330.58	479.33		
Perchloroethylene, Recl'ble	A14	36.07	72.12	72.12	90.16	120.21	174.3	1.9	gallon
Poison, Flammable Liquid	D90K, LCCRD, CH1718710,	99.17	198.35	198.35	247.92	330.58	479.33	1.86	gallon
Poison, Liquid	D90K, LCCRD,	99.17	198.35	198.35	247.92	330.58	479.33	1.86	gallon
Poison, Solid	D92K, CCSM, LCCRC, LCCRI	117.2	234.4	234.4	293	390.68	566.49	0.88	pound
Rags, for Incineration	FB5, LAPTP-0003	81.15	162.27	162.27	202.85	270.47	392.17	0.83	pound
Rags and Debris	CBP, FB5, CBPR,	34.2	57.7	57.7	72.12	96.17	139.45	0.83	pound
Reactive Cpds, Air Reac've	LRCT, A99, LA99H,	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Reactive Cpds, Wtr Rctive	LRCT, A99, LA99H,	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Reactive Cpds, Wtr R, Corr.	LRCT, A99, LA99H,	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Reactive Cpds, Wtr R, Pois.	LRCT, A99, LA99H,	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Reactive Cpds Other	LRCT, A99, LA99H,	QFA	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	
Solids, Non-regulated or Non RCRA	CBP, CNO, LAFSV-0001, LA	34.2	57.7	57.7	72.12	96.17	139.45	$0.10/ lb bulk or $541.91/Fbin	Bulk or Fbin
Solid Fuels, Blendable	FB4, LAWSP-0020	99.17	198.35	198.35	247.92	330.58	479.33	0.43	pound
Sld Fuels, BTU>5K,HOC<20	FB5, CCRK,	99.17	198.35	198.35	247.92	330.58	479.33	0.43	pound
Slds, Non-Paint, for Repack	CCRK, CCRKS, LASTM-0006	99.75	199.5	199.5	249.38	332.5	482.13	0.83	pound
Smokeless Powder	LRCTD	432.74	865.51	865.51	1081.87	1442.5			
Spont'sly Combustible Cpds	LRCTD	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Thorium and Uranium Cpds	Rad	QFA	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	
Trichloroethane, Recl'ble	A12	54.09	108.2	108.2	135.22	180.32	261.45	1.9	gallon
Trichloroethylene, Recl'ble	B40	54.09	108.2	108.2	135.22	180.32	261.45	1.9	gallon
Wastewater	B26B, LABSM-0002BB, CH4	45.08	90.16	90.16	112.69	150.26	217.87	0.97	gallon
Reactive Compressed Gas Cartridges	LRCTQ	432.74	865.51	865.51	1081.87	1442.5	2091.62	8.43	pound
Paint, Bulk Non-Recyc. Latex (for Landfill)	CBPS, CNOS, LABSM-0036	34.2	64.91	64.91	81.15	108.2	156.86	0.38	
High Hazard Liquid for Direct Feed Incineration	A99DB, CH1933781	2.71/lb w $190.00 min ch	2.71/lb w $339.15 min char	2.71/lb w $339.15 min charg	2.71/lb w $514.90 min ch	2.71/lb w $948.10 min ch	2.71/lb w $1374.65 min charge		
Disinfected Infectious Waste (CH Addded Line)	D20RV, CH2019230, CH204	99.75	179.55	179.55	224.44	299.25			
NON PCB BALLASTS for landfill (line added by CH)	D80L, CH395291	71.25	140.66	140.66	175.81	234.4	339.89		
NON PCB BALLASTS for Reclaim or Incinl (line added by CH)	D80B, LACITY-0019	108.2	216.37	216.37	270.47	360.62	522.91		
E-waste (CH added)	EEE, CH137054, CH685973	0.48/lb $47.50 min	0.48/lb $99.75min	0.48/lb $99.75min	0.48/lb $124.45 min	0.48/lb $166.25 min	0.48/lb $237.50 min	0.48/lb $285.00 min	pound
Manifest Charge per Manifest (EPA) to CH/SK facility								20	each
Manifest Charge per Manifest (EPA) to non CH/SK facility (CH added line)								cost +18%	each
Low BTU Organic Liquids w < 5k BTU	A22K , A23, LACSW-0001, I	57	114	114	142.5	190	275.5	1.43	gallon

Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an

For the Oil Pump Out Stop Fee, if crude oil WTI falls below $38/BBL, both parties agree to renegotiate this rate.

Exhibit 18
Facilities List

ATTACHMENT O Proposed TSDFs

Facility Name and Address	PHONE	EPA ID #
Clean Harbors Wilmington, LLC **1737 E. Denni Street, Wilmington, CA 90744**	310.835.9998	CADO44429835
Clean Harbors Environmental Services, Inc. **2247 South Highway 71, Kimball, NE 69145**	308.235.8201	NED981723513
Clean Harbors Aragonite, LLC **11600 North Aptus Rd, Aragonite, UT 84022**	435.884.8351	UTD981552177
Clean Harbors Deer Park, LLC 2027 Independence Pkwy S., La Porte, TX 77571	281.930.4594	TXD055141378
Clean Harbors La Porte, LLC 500 Independence Pkwy S., La Porte, TX 77571	281.884.5512	TXD982290140
Clean Harbors El Dorado, LLC 309 American Circle, El Dorado, AR 71730	870.864.3692	ARD069748192
Clean Harbors Buttonwillow, LLC 2500 West Lokern Road, Buttonwillow, CA 93206	661.762.6200	CAD980675276
Clean Harbors of San Jose, LLC 1021 Berryessa Road, San Jose, CA 95133	408.441.0962	CAD059494310
Clean Harbors Grassy Mountain, LLC P.O. Box 22750, Salt Lake City, UT 84122	435.884.8976	UTD991301748
Safety-Kleen Systems, Inc. - (A Clean Harbors company) 2170 South Yale Street, Santa Ana, CA 92704	714-429-4356	CAT000613976
Industrial Services Oil Co, Inc. - a Safety-Kleen company 1700 S. Soto St Los Angeles, Ca 90023	949-289-3130	CAD099452708
Safety-Kleen Systems, Inc. 22211 Bango Road., Fallon, Nevada 89406	775.867.5082	NVR000080655
Bethlehem Apparatus 935 Bethlehem Drive, Bethlehem, PA 18017	610.838.7034	PA0000453084
Cleanlites Recycling 7806 Anthony Wayne Ave., Cincinnati, OH 45216	513.641.4155	OHR000109819
Kinsbursky Brothers, Inc. 125 East Commercial St, Suite A, Anaheim, CA 92801	714.738.8516	CAD088504881
Retriev Technologies 8090 Lancaster Newark Rd, Baltimore, OH 43105	877.461.2345	OHR000038513
Lighting Resources LLC 805 E Francis Street, Ontario, CA 91761	909.923.7252	None- Recycler
WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	484.322.0300	AZD982434185
All Safe Fire & Security 915 Washington Avenue, North, Minneapolis, MN 55401	612.332.3473	MNR000001164
Cylinder Depot 2606 Commercial Blvd, Centralia, WA 98531	714.744.1036	None- Recycler

Facility Name and Address	PHONE	EPA ID #
AAA Propane 621 Maulhardt Avenue, Oxnard, CA 93030	805.988.9688	None- Recycler
Quemetco 720 S 7th Ave, City of Industry, CA 91746	626.364.1281	None- Recycler
Battery Solutions, Inc. 2618 North Ogden, Ste 105, Mesa, AZ 85215	800.852.8127	AZR000504902
World Oil Recycling Formerly: Demenno Kerdoon 2000 Alameda St., Compton, CA 90222	310.537.7100	CAT080013352
Veolia 5736 West Jefferson, Phoenix AZ 85043	602.233.2955	AZ0000337360

Facilities shown in bold font are the primary TSDFs Clean Harbors intends to utilize under the contract. Clean Harbors reserves the right to modify the above proposed TSDFs.

Exhibit 19

Proposal

1. Title Page

Proposal To
City of Los Angeles
LA Sanitation & Environment

For BOTH
Task A - Residential Special Materials Program and
Scheduled, Emergency Services &
Task B - Hazardous Waste Cleanup from Unsheltered Communities Care Services

"NOTICE"

"The data on the pages of this proposal identified by an asterisk (*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSER'S competitive position. The PROPOSER requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the CITY determines is proper under federal, state, and local law."

City of Los Angeles

SIGNATURE SHEET AND AFFIDAVIT

Selected Awarding Department	Selected Contract Number

I/We INSERT NAME(S)
George L. Curtis & Gregory Malerbi

depose and say that I am/We are Owner
Executive VP & SVP Treasurer

of (INSERT FIRM NAME OF BIDDER)	MAILING ADDRESS LINE 1
Clean Harbors Environmental Services, Inc.	2500 E Victoria Street (local address)

MAILING ADDRESS LINE 2	CITY	STATE	ZIP CODE
	Compton	CA	90220

LICENSE NUMBER	LICENSE CLASSIFICATION	LICENSE EXPIRATION DATE
720298	C-12 HAZ A	3/31/2022

who submit this proposal to the Board of Public Works and hereby declare:

(1) That I/We have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications, for the unit prices or lump sums named in the Schedule of Work and Prices. Furthermore, I/WE have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/WE understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our firm.

(2) That this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.

(3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.

(4) That I/We as principal(s), acknowledge myself/ourselves as being bound by the accompanying Bid Bond when completed by the Surety.

(5) That I have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and the Board of Public Work's Policy of "Zero Sanitary Sewer Overflows" requirements as contained in this Proposal. If awarded this contract, I/ We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and clean up of any sewage or other pollutants spills or leaks occurring during the performance of this contract. I/WE further agree to act immediately, without instructions from City staff, to contain and clean up any spill in any way involved with my/ our activities on this project without concern for who or what caused the spill.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

Addenda 1, 2, 3, 4, 5, 6

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders of this proposal.

	NAME	SIGNATURE	TITLE	DATE
1.	George L. Curtis		Executive VP	7/19/2021
2.	Gregory Malerbi		SVP Treasurer	7/19/2021

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Massachusetts
County of Plymouth)

On July 19, 2021 (Date) before me, Gregory Malerbi, SVP Treasurer George L. Curtis Executive VP- Pricing & Proposals (insert name and title of the officer)

personally appeared Gregory Malerbi and George L. Curtis , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CARRIE ANN HENNESSEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 7, 2025

Signature _____ **(Seal)**

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4. Executive Summary

Serving the largest populated City in California requires a contractor that has the expertise and resources to manage some of the largest Waste Programs in the state. A highly qualified contractor is essential to the success of the City's RSM and Hazardous Waste Programs, which ultimately provide safe communities for the City's residents.

With over 41 years of experience in the hazardous waste industry, Clean Harbors brings the necessary expertise to ensure the success of the City's Programs in the future. Our international recognition as a leader attests to our expertise, and our focus on safety and quality places our services as the best in the industry.

Why Clean Harbors

In addition to our extensive experience and expertise, there are a few key reasons why the City will benefit from continuing to work with Clean Harbors.

- Cost Reductions. Clean Harbors is offering the City substantial cost reductions in two of the largest volume waste streams currently generated by the City, RDM Loosepacked Flammable Liquids and Task B Sharps; together these cost reductions could produce annual cost savings to the City up to $450,000. Additionally, we are offering a 3.5% prompt payment discount to the City for more cost savings.
- Experience. Clean Harbors has extensive experience in providing the requested services to the City of Los Angeles with over 8 years of RSM experience and over 14 years' experience in providing routine and emergency services to multiple City of Los Angeles departments. Additionally, we have been providing similar services to other large governmental clients throughout California for the past 20 years.
- Vast Local Resources. We are a Local Business Enterprise (LBE) with our primary TSDF located within the City limits of Los Angeles. Additionally, we have over 150 highly qualified and experienced environmental professionals in Southern California. This vast amount of local staff allows us to quickly respond to the City's various needs.
- Internal Waste Management Facilities. Clean Harbors is one of the largest operators of hazardous waste management facilities (hazardous waste incinerators, landfills and treatment, storage and disposal facilities "TSDFs") in North America. Our internal resources include over 100 waste management facilities in North America capable of managing the City's waste.

In working with Clean Harbors, the City can rest assured that you are receiving top-quality services and waste management from industry experts. Our history of completing similar projects with in California and the rest of the United States speaks to our expertise and attention to quality. We look forward to supporting City in the future success of your programs.

5. General Company, Staff Information and Organization Chart

5.1 General Company and Staff Information

Company Legal Name: Clean Harbors Environmental Services, Inc.
Corporate Address: 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149

Clean Harbors Mission, Vision & Values:

Mission: *Creating a safer, cleaner environment through the treatment, recycling, and disposal of hazardous materials*

Vision: *To be recognized as the premier provider of environmental, energy & industrial services*

Values



Names of officers legally authorized to sign the CONTRACT:

Primary Contact to Contractually Obligate:

Marc McReynolds, Senior Vice President, US West
26328 79th Ave. S
Kent, WA 98032
P: 425.406.5298 F: 253.639.4249
McReynolds.Marc@cleanharbors.com

Please note additional Authorized signers include Loan Mansy, EVP and Eric Gerstenberg, COO.

The services proposed to the City will be provided out of our local offices in Rancho Dominguez, California and Compton, California. Our Technical Services will provide the HHW, CESQG and routine Hazardous Waste Management services to the City and our Field Services location in Compton, California will the hazardous Waste Cleanup and Emergency Response services The addresses of the two primary service centers are:

Clean Harbors Environmental Services, Inc. -Technical Services
18408 S Laurel Park Rd, Rancho Dominguez, CA 90220

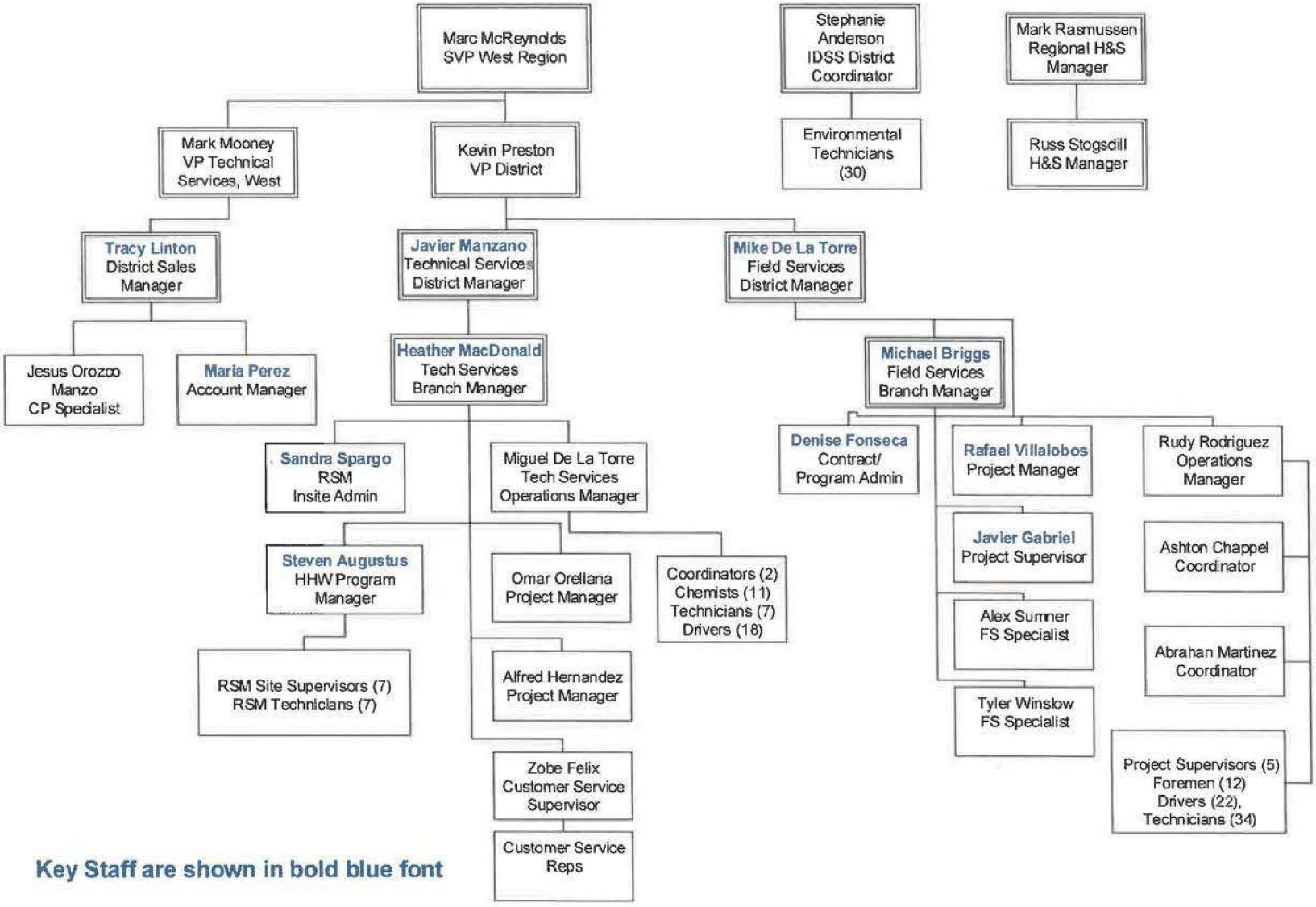
Clean Harbors Environmental Services, Inc- Field Services
2500 East Victoria Street, Compton, CA 90220

We have over 150 highly qualified and experienced field personnel in our Southern California locations ready to provide high quality professional services to the City. See key staff below.

Task A Key Staff		**Task B Key Staff**	
Name	**Title**	**Name**	**Title**
Steven Augustus	**HHW Project Manager**	**Rafael Villalobos**	**Project Manager**
Deborah Owens	Site Supervisor	**Javier Gabriel**	**Project Supervisor**
Sergio Gutierrez	Site Supervisor	Glenn Larson	Supervisor
Richard Perkinson	Site Supervisor	Terrell Knoles	Foreman / B Driver
Elizabeth Duran	Site Supervisor	Jose Castellanos	Foreman
Raymond Borunda	Site Supervisor	Fernando Diaz	Foreman
Francisco Herrera	Site Supervisor	Manuel Luna	Foreman
Giovanni Borunda	Site Supervisor	Miguel Renteria	Foreman
Jose Torres	Technician	Jeremy Silvett	Foreman
Sergio De Luna	Technician	Ricardo Aguilar	Field Tech.
Manuel Castaneda	Technician	Daniel Castaneda	Field Tech.
Eric Gil	Technician	Joseph Elorrega	Field Tech.
James Jimenez	Technician	Nicole Iadipaolo	Field Tech.
Alexandro Rodriguez	Technician	Jose Lopez	Field Tech.
Ivan Estevez	Technician	Andrea Mancillas	Field Tech.
Geraldine Cuevas	Back up Supervisor	Brandon McCowan	Field Tech.
Sandra Spargo	HHW Administrator	Daniel Munoz	Field Tech.
		Gerardo Munoz	Field Tech.
		Alberto Ortiz	Field Tech.
		Andrew Quezada	Field Tech.
		Jose Quezada	Field Tech.
		Francisco Reyes	Field Tech.
		Larry Sanchez	Field Tech.
		Nolan Sax	Field Tech.
		Kevin Willis	Field Tech.
		Guadalupe Escobar	Driver
		Hugo Esparza	Class B Driver
		Kevin Millan	Class B Driver
		Lisa Muench	Class B Driver
		Daniel Munoz	Class B Driver
		Art Ramirez	Class B Driver
		Danny Romo	Class B Driver
		Felipe Castellanos	Class A Driver
Our RSM staff have over 115 years combined experience with the RSM contract and over 160 years industry experience.		**Our Field Services field staff have over 135 years combined industry.**	

Please see representative organizational chart on the following page:

5.2 Clean Harbors Organizational Chart for City of Los Angeles



6. Qualifications and Experience

6.1 Statement of Qualifications

Clean Harbors meets the requirement to currently be in actual operation of transporting, processing, and/or disposing of RSM/ HHW wastes and has been in operation for the past forty-one consecutive years.

Clean Harbors meets the requirement not to be in default on any material contract obligations in the last two (2) years.

6.1.1 Clean Harbors Technical Services Capabilities

Clean Harbors ***Technical Services*** line of service has been developed specifically for the collection and transportation of all containerized and bulk waste (*Transportation and Disposal*) as well as the categorizing, packaging, and removal of laboratory chemicals for disposal (*CleanPack®*). Through a highly coordinated transportation fleet, Clean Harbors provides reliable, cost-effective Transportation and Disposal to customers across North America. Our vast service network consists of over 400 service locations. From our Technical Service Centers, we dispatch our trucks to pick up customers' wastes on a pre-determined schedule as well as on demand, and then deliver it to one of our nearby Transfer, Storage, and Disposal (TSD) facilities.

Clean Harbors CleanPack services provide specialized handling, packaging, transportation and disposal of non-bulk containerized quantities of hazardous chemicals and household hazardous wastes. CleanPack chemists utilize the company's proprietary waste management software system to support the lab pack services and complete the regulatory information required for every pick-up.

CleanPack Chemical Management Services

- Household Hazardous Waste Management
- Lab Packing Services
- CustomPack Services (client performed lab packing)
- Cylinder and Compressed Gas Management
- Reactive Material Services
- Laboratory and/or Chemical Moves
- Facility Closures
- Clean Harbors Insite Services (environmental services outsourcing)

6.1.2 Clean Harbors HHW Qualifications & Experience

Choose Clean Harbors for the best in flexibility, efficiency and rapid service. Communities and organizations rely on Clean Harbors to handle hazardous materials because they know we'll do it safely and efficiently, with the highest regard for the environment.

Clean Harbors has over 36 years' experience in providing all types of HHW services, including:

- Temporary and Satellite Household Hazardous Waste Collection Events
- Permanent Household Hazardous Waste Collection Facility Management
- Door-to-Door Collection Programs
- Special Collection Events (e.g. E-Waste, Recycle Only, Pharmaceuticals, etc.)
- Landfill Load Check Programs

- CESQG Programs
- Material Re-Use Programs
- Agricultural Pesticide Collection Programs
- Emergency / Disaster-Related Household Hazardous Waste Programs

Our Household Hazardous Waste Management Services include:

- Program Management
- Technical & Operational Support
- Transportation & Disposal Services
- Regulatory and Reporting Assistance

6.1.2.a HHW Client References

Listed below are several HHW clients Clean Harbors currently provides services to in California.

Riverside County Waste Management Department
Lisa Thompson, Program Coordinator
14310 Frederick Street, Moreno Valley, California 92553
Phone: 951.315-3960 Email: ethompson@RIVCO.ORG
Contract Value: $1,000,000 / year Service Dates: 1997 to Present
Clean Harbors provides turnkey operation of Riverside County's two permanent household hazardous waste collection facilities, and three recycle-only collection facilities. This includes a program for collecting CESQG waste and turnkey operation of temporary HHW collection events held at remote locations within the County.

County of Kern Waste Management Department
Denise Saucedo, Environmental Coordinator
2700 M Street, Suite 500, Bakersfield, California 93301
Phone: 661.862.8957 Email: saucedoD@kerncounty.com
Contract Value: $500,000 / year Service Dates: 1995 to Present
Clean Harbors provides transportation and disposal of household hazardous waste from Kern County's permanent HHW collection facility. Other services provided include turnkey operation of temporary HHW collection events held at remote locations within the County; as well as packing, transporting, and disposing of landfill load check materials. The program accepts HHW, universal waste, e-waste and sharps.

County Sanitation District of Los Angeles
Lisa Scales, Project Engineer
1955 Workman Mill Road, Whittier, California 90607
Phone: 562.908.4288 Email: lscales@lacsd.org
Contract Value: $1,200,000 / year Service Dates: 1996 to Present
Clean Harbors provides Los Angeles County with turnkey operation of mobile household hazardous waste collection events; including electronic waste disposal. We also operate a door-to-door collection program for homebound residents that are otherwise unable to attend an event. We also operate the Sanitation District's only PHHWCF in Signal Hill, CA, we have operated the permanent center since it opened in March 2013. The program accepts HHW, universal waste, e-waste and sharps

County of San Diego, Department of Environmental Health
Melissa Porter, , Environmental Health Specialist
5500 Overland Avenue, MS-0-560, San Diego, California 92123
Phone: 858.694.2801 Email: melissa.porter@sdcounty.ca.gov
Contract Value: $350,000 / year Service Dates: July 2013 to Present
Clean Harbors provides turnkey operation of the County's PHHWCF. The PHHWCF is open the first Friday of each month for CESQG waste collection; and the first and third Saturdays of each month for HHW collections. In addition to the PHHWCF, Clean Harbors provides temporary HHW collection events periodically in the outlying unincorporated areas of San Diego County; door-to-door collection services for elderly residents and residents with disabilities; electronic waste recycling; and managing home-generated sharps transportation and disposal. The sharps are collected at kiosk drop off locations which Clean Harbors services twice monthly.

Alameda County Household Hazardous Waste Program
Bruce Fritz, Program Manager
1131 Harbor Bay Parkway, Alameda, California 94502
Phone: 510.670.6460 Email: bruce.fritz@acgov.org
Contract Value: $1,400,000 / year Service Dates: January 2009 to Present
The County operates three permanent HHW collection facilities with their own staff. Clean Harbors provides supplemental chemists / technicians to the County as needed; as well as training services, and transportation and disposal / recycling of household hazardous waste. The County also offers periodic temporary HHW collection events which are staffed and operated by Clean Harbors staff.

County of Orange, OC Waste and Recycling
Jeovany Gomez Materials Regulation Specialist
601 N. Ross., 5th Floor, Santa Ana, California 92701
Phone: 714.834.4131 Email: Jeovany.Gomez@ocwr.ocgov.com
Contract Value: $5,000,000 / year Service Dates: 1992 to Present
Clean Harbors provides operational services at the County's four Permanent Household Hazardous Waste Facilities, including a Materials Exchange Program (MEP). Each permanent facility is open 5 days a week. Additionally, we provide routine Landfill Load Check Services. We have provided Temporary Household Hazardous Collection Event Services in the past upon the County's request. Clean Harbors provides staffing, collection, packaging, transportation, treatment, recycling and disposal services for the HHW services.

Clean Harbors has successfully completed all proposed services within the contract terms. We provide the complete management services for four PHHWCFs with MEPs, Door-to- Door collections and Landfill Load Check services. Approximately 5 to10 Door-to-Door collections are performed per month. The program also includes sharps collections and management. The County's program serves an average of 7500 vehicles per month.

City of San Diego Environmental Services Department
Timothy R. Lee, HHW Hazardous Materials Inspector III
9601 Ridgehaven Court, Suite 320, San Diego, California 92123
Phone: (858) 492-5039 Email : TRLee@sandiego.gov

RFP for Residential Special Materials Program and Scheduled, Emergency & Hazardous Waste From Unsheltered Communities Care Services

Contract Value: $700,000 / year Service Dates: 1998 to Present
Clean Harbors provides the operational services at the City's Permanent Household Hazardous Waste Facility, Temporary HHW & Universal Waste Collection Event Services, Door-to-Door Collection Services and Landfill Load Check Services. The permanent facility is open on Saturdays from 9:00 a.m. to 3:00 p.m. except for holidays. Clean Harbors provides CESQG collection and disposal services by appointment on Fridays at the PHHWCF. Clean Harbors provides staffing, collection, packaging, transportation, treatment, recycling, and disposal services. The City's program serves an average of 700 vehicles per month.

We provide the complete management services for a PHHWCF, THHWCFs, Door-to-Door collections and by appointment CESQG collections. The program also includes sharps collections and management.

6.1.2.b HHW Facility Staffing

The City's HHW program will be managed by a dedicated team of experienced Clean Harbors' HHW professionals who will ensure quality service, cost control, and risk containment. Clean Harbors will staff and operate the City's RSM SAFE Centers with the same experienced, qualified personnel currently providing these services to the City. The number of personnel allocated to the HHW Facility will depend upon the anticipated participation levels. A copy of our current staffing schedule is included in **Attachment 6**, these levels may require adjustment if participation levels change.

6.1.3 Clean Harbors Site Services Capabilities

The Site Services product line is responsible for providing trained, skilled labor and specialty equipment to perform various services on a customer's site or other location. Field Service crews and equipment are dispatched on a planned or emergency basis to manage routine cleaning in hazardous environments or emergencies such as a chemical or oil spill cleanup. Industrial Services crews focus on industrial cleaning and maintenance projects that typically require fast turnaround.

Whether the action is planned, corrective or the result of an emergency response, Clean Harbors' multidisciplinary team of remedial action professionals can provide solutions to a variety of industrial cleanup problems. We perform facility decontamination and plant closures as a result of fires, process malfunctions, accidents or decommissioning activities. Clean Harbors' highly trained personnel are also equipped to respond to abandoned waste sites, contaminated soil and groundwater, leaking tanks and surface impoundments.

6.1.3.a Field Services

Clean Harbors Field Services offers a wide variety of services including Emergency Response, Site Decontamination, Excavation and Removal, Product Recovery & Transfer, Scarifying and Media-Blasting, Tank Cleaning, Vacuum Services, Utility Services, Demolition, PCB Management and Disposal, Remediation and Environmental Construction Services. Our Field Services group provides Homeless Encampment Cleanup services throughout the Western United States.

Clean Harbors manages over four thousand environmental emergency responses or disaster recovery operations on land and water throughout North America each year. Whether it is a cleanup and removal of a single mercury bottle, a large-scale multiphase containment and

cleanup of a coastal oil spill, or damage from a natural disaster, companies and governmental agencies trust our expertise and technical knowledge to handle any emergency with the highest regard to the environment and health and safety.

Clean Harbors employs over 120 supervisors and approximately 500 other employees who are experienced in performing emergency response services. Clean Harbors can rapidly deploy hundreds of experienced, 40-hour-trained and certified workers to meet the needs of any incident. Our health and safety specialists closely supervise these projects during and after the cleanup.

The following activities may be provided as part of Clean Harbors' Emergency Response Services:

- ✓ Spill containment / control
- ✓ Product recovery, transfer, recycling
- ✓ Site restoration
- ✓ Coverage for the Oil Pollution Act of 1990 (OPA 90)
- ✓ Contingency plan preparation
- ✓ Confined space entries
- ✓ Emergency waste disposal

Limitation: we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group, but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locations outside of Southern California.

6.1.3.b Field Services Client References

Los Angeles Department of Water and Power
PO BOX 51111, RM 1050, Los Angeles, CA 90051-5700
David Geere, 213.367.4727 and Michael Silverman, 213.367.3995
Scope: Clean Harbors has provided routine hazardous waste management, recycling of transformers, wastewaters, parts cleaning services, and large volume solid waste project services to LADWP in the past 5 years. Tasks won in the past 5 years by Clean Harbors include:
Task 527, 602, 633- Incinerable & Corrosive Liquids Hazardous Waste Management
Task 523, 606, 634- Parts Washers
Task 601, 635- Solid Hazardous and Industrial Wastes and Mercury Related Waste Management
Task 638- Trans, Treatment and Recycling or Disposal of Wastewater, Waste Oil and Coolant

City of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 400, Los Angeles, CA 90012-0000
Lisa Walldez, 213.202.2664, lisa.walldez@lacity.org
Scope: services include routine transportation and disposal of hazardous waste, chemical lab packing, vacuum services, remediation, demolition projects, steam cleaning, tank cleaning, decontamination, sump/clarifier/catch basin/vault and man hole cleaning, oil / chemical / bio waste and hazardous material spill response.

Northrop Grumman Aerospace Systems
800 North Douglas, El Segundo, CA 90245-0000
Arlen Fuhrman, Hazardous Materials Manager, 310.813.5994, Arlen.fuhrman@ngc.com

Scope: Clean Harbors provides routine drum and bulk waste management services to Northrop. Safety-Kleen provides parts cleaner services.

Northrop Grumman Corporation
401 East Hendy Avenue, MS 62-1,Sunnyvale, California 94088
Adam Saylor, Sr. Environmental Engineer, 410.993.7080, adam.saylor@ngc.com
Scope: From June 2013 to May 2016, Clean Harbors provided staff and equipment to perform remediation services for PCB contaminants. Several excavations were made throughout the facility, including active production areas. Clean Harbors backfilled all excavations to original grade with backfilled achieved in 6-12" lifts with 90% compaction. Clean Harbors managed the transportation and disposal of over 5000 tons of soil and debris from the project. Waste disposal was completed by Clean Harbors disposal facilities in Buttonwillow, CA, Grassy Mountain, UT and Aragonite, UT.

Los Angeles Fire Department
200 N. Main Street, Los Angeles, CA 90012
Keenan Porche, Captain II, 213.202.3421, keenan.prche@lacity.org
Scope: Lab packing, routine hazardous waste management, tank cleaning and Emergency Response Services

Southern California Edison
PO Box 7002244 Walnut Grove Avenue Rosemead, CA 91770
Daniel Thomason, Safety Environmental Specialist, 714.614.1452, daniel.thomason@sce.com
Scope: Clean Harbors has provided full service hazardous waste management services to SCE during the past 5 years. Services include non-routine waste abatement, soil remediation and emergency responses services. The abatement services include disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal. Clean Harbors has been providing hazardous waste management services to SCE for more than 10 years.

CalTrans
464 W 4th Street, San Bernardino, CA 92401
Adrian Shum, Caltrans Maintenance Area Superintendent, 909.383.6040,
adrian.shum@dot.ca.gov
Scope: Clean Harbors provides complete homeless encampment abatement services at various sites throughout the Caltrans District 8. Services include disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal. The size of the homeless encampments vary widely, some take a few hours to complete, whereas other very large encampments take a few days to complete the abatement.

6.1.4 Training Management and Records

The employee's Manager, coordinating with the Training Department or external training contractor, is responsible for overseeing the enrollment of new personnel into training courses, including what portions of the course the employee is required to complete. The employee's Manager is responsible for scheduling and coordinating the courses and for verifying employee attendance.

The location (service center or facility) is the Office of Record for the hard copy training documents that are to be filed in the individual's training files. Copies of training records will be maintained at the SAFE Centers, as well as in the Clean Harbors local base office.

A centralized database of all training records is maintained in PeopleSoft's Human Resource Management System. Information contained within this system includes:

- Employee data
- Streamlined download to Employee Account creation in many of our systems
- Payroll Interfaces
- Training management system
- OSHA Management and Reporting system

Each member of the training network, which consists of the Environmental Compliance Department, General Managers, Health & Safety Representatives, the Training Department and Shared Service Administrators, has direct access to the PeopleSoft HR database to facilitate report generation for tracking. However, database additions or modifications can only be made by the Training Department or by authorized employees.

More details on our employee training are included in **Attachment 5.**

6.1.5 Disposal Capabilities

Clean Harbors is one of the largest operators of hazardous waste management facilities (hazardous waste incinerators, landfills and treatment, storage and disposal facilities "TSDFs") in North America. We own and operate more than 100 waste management facilities throughout North America.

Through a highly coordinated truck, rail and ship transportation network, Clean Harbors provides reliable, cost-effective transportation and waste disposal. From incineration, wastewater treatment, recycling and landfill disposal, to more specialized services such as fuel blending and explosives management, we employ the most advanced technologies to recycle, treat or dispose of your waste materials.

6.1.6 Waste Tracking

Clean Harbors has a proven automated program that tracks all waste from point of generation through any transfer facility to the ultimate TSD facility. This system is able to generate periodic reports indicating the status of each shipment at the various stages of the process.

All waste shipped to Clean Harbors' facilities must be profiled and pre-approved prior to shipping. All data pertinent to that waste stream is stored in our PROFILE database. When the profile is approved, it is quoted, and a Clean Harbors disposal code is assigned along with an outgoing disposal site and code. Special disposal restriction information is also noted here. DOT information is also stored in PROFILE, which allows for automated manifests and labels.

All manifests are centrally received at our corporate headquarters. This transaction assigns the bar code tracking numbers to the load and establishes a record in the WINS (Waste Information Network System) database.

When waste arrives at the plant, a compliance check is done on all paperwork (manifests, Bills of Lading, LDR's, TSCA sheets, etc.). When complete, the manifest is plant received and dated. A receiving document and bar code labels are printed at this time.

The receiving team QC's the load. Screening tests are done on dock and samples are taken when required and sent to the lab. Bar code labels are applied to drums.

The lab will run all required analytical based on Clean Harbors' disposal code. Lab results and final code are entered into the lab system. No drum will be processed until final coded.

Drums are moved from the receiving dock and taken to process areas or placed in inventory. Process schedules and inventory reports are run daily. Prior to waste being processed, all drums are reviewed for compliance with customers' restrictions. When waste is processed, the activity is recorded via bar code and entered by waste tracking. If waste is being transferred off site, waste is tracked to outgoing manifest number and TSDF.

6.1.6.a Waste Tracking Reports

A waste tracking report is available to show all process activity for each individual shipped unit. The report specifies where and when the waste was processed or shipped and outbound manifest number if required.

Clean Harbors will provide tracking reports as needed to the City. These tracking reports are a comprehensive summary of all waste shipped from the City to Clean Harbors' TSDFs, including the incoming manifest information, a description of each container on that manifest, and information on the ultimate disposition of that waste including the final disposal site, the manifest it was shipped on, and the disposal technology that was used.

6.1.7 Permits Licenses and Registrations

Clean Harbors will transport all waste to approved and licensed hazardous waste facilities. Permits and registrations necessary to transport hazardous waste are summarized in the tables below. Copies of key permits and our DOT Safety Rating are included in **Attachment 1**. Proposed transporters are Clean Harbors and our subsidiary Safety-Kleen, Safety-Kleen may we utilized for waste oil transportation and recycling.

Clean Harbors Environmental Services, Inc. - Transportation Permits Summary

Authority	License / Permit Number	Expiration
US EPA - *Hazardous Waste Transporter**	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration *Hazardous Materials Certificate of Registration**	060320550422CE	06/30/23
US DOT Federal Motor Carrier Safety Administration *Hazardous Material Safety Permit**	US-180743-MA-HMSP	03/31/22
CHP -*Hazardous Materials Transport License**	132665	01/31/22
DTSC - *Hazardous Waste Transporter Registration**	3500	04/30/22
CA DMV - *Non-Expiring Motor Carrier Permit**	CA-0188448	N/A
CDHS - *Medical Waste Transporter Verification**	3500	N/A

Safety Kleen Systems Inc. - Transportation Permits Summary

Authority	License / Permit Number	Expiration
US EPA - *Hazardous Waste Transporter**	TXR0000081205	N/A
US DOT Pipeline & Hazardous Materials Safety Administration *Hazardous Materials Certificate of Registration**	060519550241BD	06/30/22
US DOT Federal Motor Carrier Safety Administration *Hazardous Material Safety Permit**	US-151288-TX-HMSP	08/31/22
CHP - *Hazardous Materials Transport License**	247198	08/31/21
DTSC - *Hazardous Waste Transporter Registration**	1406	02/28/22
CA DMV - *Non-Expiring Motor Carrier Permit**	0000989	N/A
CDPH - *Medical Waste Treatment and Transfer Station Permit**	TSOST-151	10/13/2025

6.1.7.a Statement of Permit Issues, Areas of Concern, and Violations

A summary of the Regulatory violations received in the past 5 years by Clean Harbors and its subsidiary facilities in the Southern California counties identified in the RFP is provided **Attachment 2**. Compliance histories for the secondary TSDFs and recycling facilities included in our proposed waste management plan are available upon request.

Copies of DTSC VSP Scores and Training Certifications for our proposed Southern California facilities are located in **Attachment 1**.

Clean Harbors fleet complies with CARB)-Certified Best Available Control Technology (BACT) for Particulate Matter (PM) and Nitrogen Oxide (NOX) reduction and any regulations under the South Coast Air Quality Management District's Fleet Rules. A copy of our CARB compliance Certification is included in **Attachment 1.**

6.1.7.b Statement of Criminal/Civil Litigations

Clean Harbors has pending non-material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceeding may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this contract/proposal. We have no criminal litigation against us.

Clean Harbors Environmental Services, Inc. is a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc. (CHI). As a publicly traded corporation, CHI is required to disclose material legal proceedings pursuant to SEC rules. More detailed descriptions of the most significant Legal Proceedings are included in Clean Harbors SEC 10K form. A copy of the most recent SEC filing, Form 10-K Filing date: February 24, 2021 is available via our website at the link below to the company's financial filings.

See the Notes to Consolidated Financial Statements Item (17) Commitments and Contingencies on pages 78 through 79 of the document for a listing of our Legal & Administrative Proceedings.
http://ir.cleanharbors.com/sec-filings/sec-filing/10-k/0000822818-21-000003

6.1.8 Additional Qualifications

There are no additional qualifications we wish to present.

7. Workplace Safety Requirements

7.1 Safety Plans

Please see our rigorous training policies and procedures in **Attachment 5.**
Our workplace safety plans are included in **Attachment 6** and **Attachment 8.**
Attachment 6 contains a copy of our Contingency Plan which addresses incident response and reporting.

7.2 OSHA LOG

Please see **Attachment 3.**

7.3 Business and Operations Plan (BOP)

The various inspection reports in **Attachment 4** are integral parts of our Operations Plans.
Please see our rigorous training policies and procedures in **Attachment 5.**

7.4 Citations

Please see listing in our CRO form, section 11 page 11-12.

7.5 Proposed Facilities

Please see completed ATTACHMENT O in section 11 of proposal.

8. Technical Requirements and Project Description

Clean Harbors will continue to establish and maintain satisfactory working relations with the City. We will ensure our billing formats are acceptable to the City; and strictly adhere to and comply with existing, modified and/or future Operations Plans and all federal, state and local permits, laws and regulations specific to each facility / site.

8.1 RSM Services

Clean Harbors has the experience, knowledge and resources to provide all the RSM tasks in the RFP to the City. Pleases see our sample Operations Manual and Operations Guide and Health a& Safety Program in **Attachment 6** for details of how we will perform the majority of the RSM technical requirements and tasks. Please also see **Attachment 4** containing various inspection reports which are integral parts of our Operations Plans.

Tasks not addressed in the Attachments above will be approached as follows:

Waste Oil shipments from the SAFE centers will be pumped, transported and recycled by our Safety-Kleen subsidiary.

Our staff will set aside waste eligible for the City's reuse program.

Clean Harbors will handle all aspects of the SQG program from scheduling through disposal (independent of the HHW waste).

Clean Harbors will test the secondary spill containment reservoirs of the pallets and storage module buildings at each SAFE CENTER annually and provide the City with completed inspection reports.

The operations at the Mobile Collection Events will be similar to the Operations utilized at the SAFE Centers. Tasks will be performed in accordance with section 5.6 of the RFP, **with the exception** that costs for Tents and Canopies will be charged in addition to the mobilization fee, as outlined in the Rate Schedule.

At the close of the Mobile Events we will shall ship any partially filled containers of waste directly from the mobile collection event site to the nearest SAFE CENTER for further consolidation.

We currently provide consolidated invoicing on a monthly basis for the RSM sharps and marina collections, oil filters, oil pump outs. Each SAFE Center receives one invoice on a monthly basis.

8.2 Scheduled Services

Location of Base Stations: 18408 S Laurel Park Rd, Rancho Dominguez, CA 90220 & 2500 East Victoria Street, Compton, CA 90220

Clean Harbors plans to continue providing the wide variety of hazardous waste management services to the City. These services include waste packaging, transporting and disposing of universal and hazardous wastes from various City locations and facilities. A dedicated team of professionals consisting of our District Managers, Branch/General Managers, Health & Safety Manager, and an Account Manager will manage City's contract.

Within the Clean Harbors organization, a majority of Routine Hazardous Waste Management projects are the responsibility of the Technical Services organization. Technical Services provides the collection and transporting of all containerized and bulk waste (Transportation and Disposal), as well as the categorizing, packaging and removal of laboratory chemicals (CleanPack®).

Our Field Services branch in Compton, CA will provide the City with most of the Specialized Hazardous Waste Management services such as emergency response, tank cleaning, tank removal, excavation & removal, facility decontamination / remediation as well as the scheduled a homeless encampment cleanups.

We typically have up to 25 response teams available between our Rancho Dominguez and Compton locations.

Typically, scheduled services will be provided within 1-5 days of the request for service date.

Non RSM Scheduled services will be invoiced in accordance with the Task B Rate Schedules.

We currently provide consolidated invoicing for OHS Cleanups (weekly) and Venice Cleanups (monthly). We are open to work with the City to see if additional consolidated invoicing is feasible.

8.3 Field Services-Emergency Services

Location of Base Station: 2500 East Victoria Street, Compton, CA 90220

Clean Harbors' Compton Field Service Center will provide a team of experienced professionals to manage the City's Emergency service needs. A dedicated team of professionals consisting of a Field Services Branch Manager, a Project Manager/ Field Services Specialist and an Account Manager will manage the services provided to LAWDP. Together, the team will ensure quality service, cost control, and risk containment. Should the need arise additional personnel and equipment can be mobilized from other Clean Harbors locations though out North America as well as via local subcontractors.

Mike De La Torre, Field Services District Manager, will provide management oversight for the Hazardous Substance Spill / Emergency Response program.

Rafael Villalobos, Field Services Project Manager, will have overall project responsibility and will serve as the Project Manager and primary operational contact for the City. The Project Manager has responsibility for managing and overseeing all services provided by subcontractors.

We typically have up to 30 teams available to provide Emergency Services.

Clean Harbors stands ready to serve our client base on a 24-hour, 7 days per week basis for Emergency Response Services. When an emergency event arises, we will respond by mobilizing the appropriate labor, equipment, and materials in an expeditious time frame.

While Clean Harbors cannot guarantee our response time, we will commit to utilize our best efforts to respond within a 3 hour time frame and will contact the City if this time frame cannot be met in an emergency situation.

Emergency services will be invoiced in accordance with the Task B Rate Schedules.

Each Emergency service is typically invoiced separately.

8.4 Manifesting and Disposal Services Task A and Task B

Clean Harbors will ensure all waste is properly packaged labeled and marked prior to transferring, processing and disposing of the City's waste at the facilities identified in ATTACHMENT O.

All manifesting will be provided by Clean Harbors in full compliance with all regulations. Currently, Clean Harbors creates paper manifests for all our waste shipments. When those paper manifests are plant received at the end disposal site, the TSDF uploads the manifest image and manifest data to the RCRA e-manifest system. We have an automated process that validates whether a manifest requires uploading to e-manifest and then based on passing the criteria it will then feed over from our system to the RCRA system in a data load that we send each night. Once those are available in the e-manifest system, our TSDF representative will electronically sign that they are complete and the generator (as long as they are registered with the RCRA e-manifest system) may then view their completed manifest through the RCRA website.

A manifest must meet one of these 4 criteria in order to be E-manifest eligible…

1. Contains RCRA waste code
2. Contains a State regulated waste code
3. Contains TSCA regulated waste (PCB)
4. Contains any waste "required" to ship on a UHWM. Examples are IL "special" non haz state waste with IL waste code, TX industrial class 1 waste that cannot be recycled, MA98 in MA.

Certificates of Disposal will be provided to the City as requested.

The primary TSDF will be our facility in Wilmington, Ca, see **Attachment 1** for a permit summary on this facility.

9. Financial Requirements

Please see our 2020 Annual Report with audited financial statements in the following insert.

10. Proposed Rate Charts

Please find our completed Attachment P Rate Sheets on the following pages.

Clean Harbors is offering multiple rate reductions and hierarchy improvements, including the following RSM bulk waste oil for re-refining, RSM Flammable Liquids Loosepack (may create annual saving of $150,000 or more) and Task B Sharps for autoclave (may create annual saving of $300,000 or more).

Desired Terms and Discount Offer

Clean Harbors requests to utilize the below the Invoicing and Payment Terms which are from our current contract C-121334 with the City.

10.2 INVOICING AND PAYMENT
The CONTRACTOR shall prepare an invoice for each collection event and a monthly invoice for each SAFE CENTER. The CONTRACTOR shall prepare separate invoices for other related work completed in support of the CITY's RSM Program as directed by the CITY. The CONTRACTOR is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form (see sample invoice included in the original RFP) and supported by copies of third party invoices and supporting documents as listed in Article 10.2.1 below, as required by the CITY to establish the amount of such invoices for being allowable. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request in writing changes to the content and format of the invoice and supporting documentation at any time.

10.2.1 SUPPORTING DOCUMENTATION
An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein:

10.2.5 INVOICE APPROVAL AND PROCESSING
Payments shall be made upon the submission of a complete and accurate invoice. The CTIY shall review the CON'TRAGOR's invoice and attachments and notify the CONTRAGOR of any exceptions or disputed items within 15 days of receipt of the invoice. If an invoice is not properly submitted, then a new 15-day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY, the CITY will make a good faith effort to process payments in 60 days. No expedition of payment or explanation of payment progress shall be made within the total 75-day processing period. To expedite the approval process, the CONTRACTOR is encouraged to submit draft invoices for review before submitting a final invoice.

Discount Offer
If the City will reduce the review period to 7 days, Clean Harbors is willing to offer a discount to the City as described below.

> Clean Harbors will offer a rebate of 3.5% for payment of invoices within 45 day terms on all resultant contracts from this proposal. The rebate will only apply if 85% or more of all invoices are paid within 45 day terms. No rebate will be paid if more than 10% of all invoices are paid beyond 75 day terms. The rebate will be distributed at the end of the first quarter following the year of record.

11. City Policy Compliance

Please find our completed required City Policy compliance form and documents on the following pages.

KAREN BASS
MAYOR

EMERGENCY EXECUTIVE ORDER NO. 1
Return and Rebuild

Issue Date: January 13, 2025
Revised: March 18, 2025

Subject: Expedited Community Rebuilding and Recovery

INTRODUCTION
On January 13, 2025, I issued Emergency Executive Order 1 to aid in the community rebuilding and recovery efforts in the aftermath of the Wildfires of January 2025.

On February 13, 2025, the Governor signed Executive Order N-20-25, which updated Executive Order N-4-25, to clarify the projects eligible for the emergency suspension of CEQA and the Coastal Act to rebuild and restore structures and improvements damaged or destroyed by the wildfire. The Governor's new order also suspended other state laws applicable to rebuilding or restoring structures in the wildfire disaster areas. The Governor also previously adopted Executive Orders N-9-25 and N-14-25 to clarify N-4-25.

This Order is intended to bring consistency between the Governor's latest orders and the previously issued Emergency Executive Order 1 and should be read in a manner consistent with, and intended to implement to the fullest extent possible, the Governor's Executive Orders Nos. N-4-25, N-9-25, N-14-25, and N-20-25.

Therefore, to provide a streamlined path for the rebuilding of the City of Los Angeles' fire-devastated communities, pursuant to City Charter Section 231, subsection (i), and under the provisions of the Los Angeles Administrative Code Section 8.29 that authorize me to promulgate, issue and enforce emergency rules, regulations, orders, and directives, I hereby declare the following order to be necessary for the protection of life and property and I hereby order, effective immediately that:

A. Clean Up Efforts

1. **Debris Removal:** To clear the way for people to return to their communities and rebuild their homes, the five Bureaus of the Board of Public Works shall immediately establish a Debris Removal Task Force to develop a comprehensive and streamlined program for debris removal, unifying with the California Office of Emergency Services and other City, County, State and Federal agencies pursuant to Governor Gavin Newsom's Executive Order N-5-25. The Mayor's Office shall designate a Debris Manager charged with identifying City roles and responsibilities and coordinating debris removal and disposal operations across all levels of government. The debris removal program shall ensure clean-up occurs in compliance with all local, state, and federal hazardous materials and contamination regulations intended to protect human health and protect against groundwater and air contamination, including but not limited to the Resource Conservation and Recovery Act, the Clean Air Act, and the Porter-Cologne Water Quality Control Act, and complies with adopted standards intended for the protection of worker safety, and facilitates rebuilding as fast as possible while also maximizing the opportunity for federal reimbursement. EMD shall realign the existing Debris Removal Task Force into a structure that aligns with FEMA and CalOES standards, as applicable.

2. **Watershed Hazards Mitigation:** The five Bureaus of the Board of Public Works shall immediately establish a Watershed Hazards Task Force to conduct post-fire debris-flow hazard assessments to mitigate the risks of flash floods, mudslides, and debris flows in response to rain events, uniting with the California Office of Emergency Services and other City, County, and State agencies pursuant to Governor Gavin Newsom's Executive Order N-5-25. The Task Force shall evaluate and recommend mitigation measures to protect infrastructure and implement emergency measures as necessary. EMD shall realign the existing Watershed Hazards Mitigation Task Force into a structure that aligns with FEMA and CalOES standards, as applicable.

B. Rebuilding

1. **One-Stop Rebuilding Center:** Establish a One-Stop Rebuilding Center in or near the impacted burn area(s) with representatives from all development services departments necessary for rebuilding-related permits. During the initial stages of recovery, this Center shall be operational and staffed by all Departments and Bureaus listed below, subject to change based on need:

    - Department of Building and Safety
    - Department of City Planning
    - Department of Transportation
    - Department of Water and Power
    - Department of Public Works:
        - Bureau of Contract Administration

    - Bureau of Engineering
    - Bureau of Sanitation
    - Bureau of Street Services - Urban Forestry Division
- Los Angeles Fire Department
- Los Angeles Housing Department

2. **Department Strike Force:** Establish a development services and building permit unified task force to work with the Mayor's Office of Business and Economic Development with participation from all development services departments, as enumerated in paragraph B.1. above, including representation from City Council Offices that are fully or partially within any of the burn areas. This task force will be charged with further streamlining of administration of this order as well as identifying and addressing any roadblocks to an expeditious reconstruction process.

3. **Review Rules for Eligible Projects:**

    a. **Definitions**. The following definitions shall be used for purposes of this paragraph, B.3., and this Order.

        i. "Eligible Projects" shall be projects that meet all of the following criteria:

            1. The project is to repair, restore, demolish, or replace property or facilities substantially damaged or destroyed by the Wildfires;

            2. The project shall be for the same use as the last use of the structure or facility prior to the Wildfires. Without limitation, the project does not result in a change of use from residential to commercial, a less intensive use to a more intensive use, or an increase in primary dwelling units, including but not limited to a change from a single-family use to a multi-family use;

            3. The project obtains building permits for repair or reconstruction within seven years from issuance of this Order; and the work is completed within three years of obtaining building permits; subject to extension by a subsequent Order or Council resolution; and

            4. The project involves one or more of the following:

                a. Primary structures and facilities that are in substantially the same location as, and do not exceed 110% of the footprint and height of, the primary structures and facilities that existed immediately before the Wildfires;

b. Accessory structures that do not exceed 110% of the footprint and height of the accessory structures that existed immediately before the Wildfires, and that are in substantially the same location relative to the primary structure as the accessory structures that existed immediately before the Wildfires. For properties subject to Coastal Commission Categorical Exclusion Order E-79-8, accessory structures covered by this subparagraph include accessory structures that are in substantially the same location relative to a primary residence as the accessory structures that existed immediately before the Wildfires, regardless of the size or location of the primary residence;

c. New accessory dwelling units on a residential property on which a primary residence was substantially damaged or destroyed as a result of the Wildfires, but only to the extent that such accessory dwelling units are built at least 10 feet from a canyon bluff or 25 feet from a coastal bluff; and/or

d. Supportive infrastructure, including, but not limited to, foundation systems, utilities, and driveways, that is necessary to construct, install, or use the structures and facilities described in subparagraphs (a)-(c), above.

ii. "Wildfires" shall mean, individually or collectively, the Palisades, Hurst, Kenneth, Archer, and Sunset Fires that occurred in January 2025, in whole or in part within the City of Los Angeles.

b. **Project Review Provisions:** An Eligible Project shall be subject to all of the following rules in subparagraphs i. through xi., below. A project that does not meet the definition of an Eligible Project shall be subject to all applicable requirements of the Los Angeles Municipal Code (LAMC), or any plan, policy, guideline adopted pursuant to the LAMC, including discretionary review if applicable, except as otherwise provided in this Order.

i. Non-Conforming Buildings and Uses: An Eligible Project is not subject to non-conforming use rules in LAMC Section 12.23 and the emergency provisions in LAMC 16.03.

ii. Waiver of Discretionary Processes: Applications for an Eligible Project shall be, and hereby are deemed exempt from City discretionary review processes otherwise required by Chapter I or

1A of the LAMC, or any plan, policy, or guidelines, adopted pursuant to the LAMC.

iii. Documentation: The City Planning Department and the Department of Building and Safety shall develop a set of joint guidelines to review Eligible Projects. The guidelines shall establish the method to determine compliance with the definition of Eligible Project, which may include, but is not limited to using, prior building permits, certificates of occupancy, county assessor data, Coastal Commission records, photographic sources, such as Google Maps and Light Detection and Ranging (LiDAR), and any other reasonably available sources of information accessible to or provided to the City. The Applicant shall provide documentation of compliance with the definition of Eligible Project in this Executive Order, and any documentation required by the department guidelines implementing this Order.

iv. Building Codes: Unless otherwise expressly provided in this Order, the project shall comply with the following:

1. The current City of Los Angeles Building Codes, or

2. The reconstruction of residential dwellings that were originally designed and constructed to the 2019 California Building Standards Code and were subsequently destroyed as a result of this emergency in Los Angeles County may be permitted for reconstruction using the same design of the original dwelling that met the 2019 Codes without additional plan review at the discretion of the local enforcing agency. Notwithstanding the foregoing, any applicable minimum elevation standards established in the 2022 California Building Standards Code and any subsequent updates (consistent with federal guidance on the implementation of the National Flood Insurance Program), and any applicable requirement to produce a required elevation certificate, shall continue to apply to dwellings subject to this subparagraph.

    i. For an Eligible Project proposing to replace a damaged or destroyed structure that was originally designed and constructed pursuant to the 2019 California Building Standards Code or later, and using previously approved plans by the Department of Building and Safety, DBS shall collect the plan check fees based on the hourly rate specified in Section 98.0415(e) of the LAMC and applicable surcharges instead of Section 91.107.3 of the LAMC. The project's replacement

structure will be based on the building plans previously reviewed and approved by DBS for the project site.

v. Dedication and Improvements: Neither the footing nor any portion of the replacement building or reconstruction shall encroach into any area designated within the applicable street width standard, as determined by the City Engineer.

For the purposes of interpretation of LAMC Section 12.37(B), the proposed construction shall be compared to the buildings and residential unit counts that existed prior to the Wildfires, as determined by the City Engineer.

vi. Eligible Projects shall not be subject to the provisions of LAMC Section 12.21 C.10(i).

vii. Planning Overlay and Permanent Q Conditions of Ordinance No. 170,768: Eligible Projects are not subject to the requirements of any Planning Overlay, such as the Pacific Palisades Village Specific Plan and the Pacific Palisades Village Design Review Board Guidelines, any other specific plans that are applicable to impacted areas, and the Permanent Q Conditions of Ordinance No. 170,768.

viii. Haul Route and Public Works Exemptions: Notwithstanding any contrary provision of the LAMC, a haul route approval for an Eligible Project shall be approved ministerially and shall be exempt from any discretionary approval processes in the LAMC, including but not limited to noticing, hearings, findings, and appeals. The Department of Transportation and the Department of Public Works - Bureau of Street Services shall report back with recommendations on safely managing individual and potential concurrent haul routes for Eligible Projects relative to any overconcentrations of haul truck traffic and associated nuisance and safety impacts.

Additionally, Public Works reviews set forth in LAMC Sections 46.00 through 46.06 and 62.161 through 62.162 are exempt from otherwise required permits, discretionary processes, including but not limited to noticing, hearings, findings, and appeals.

ix. Coastal Zone: Consistent with the Governor's Emergency Orders, such Eligible Projects in the Coastal Zone are not subject to any requirement to obtain a permit under the California Coastal Act, including but not limited to requirements set forth in LAMC Chapter 1A, Section 13B.9.

x. All-Electric Building Code Provisions: Notwithstanding anything to the contrary in the LAMC, all requirements related to Ordinance No. 187,714 shall be waived for Eligible Projects. Although not required, Eligible Projects may choose to opt in to the provisions of Ordinance No. 187,714.

xi. Low Impact Development. Eligible Projects shall not be required to comply with locally-established Low Impact Development (LID) standards, to the extent consistent with State and Federal law.

4. General Rebuilding and Reconstruction Rules:

a. **Expedited Permit Review:** I further direct all applicable City departments to conduct and conclude all of the City's initial building permitting reviews required for reconstruction projects that are on a site with a structure substantially damaged or destroyed by the Wildfires, and to complete all appropriate reviews for such projects within 30 days following the submission of a complete application, subject to and consistent with the California Coastal Act (Division 20 of the Public Resources Code, commencing with section 30000), as applicable. To the extent practicable, all required reviews and approvals shall be conducted simultaneously, not sequentially, by all City Departments so as to meet the time periods specified in this paragraph.[1]

(1) Inspections by the Department of Building and Safety shall be conducted within two business days of a submitted request.
(2) I further direct all applicable City Departments to process clearances and utility releases related to building permit applications, certificates of occupancy, or temporary certificates of occupancy within five business days for all rebuild projects.
(3) Nothing in this subparagraph a. is intended to change timelines for review and approval of discretionary entitlements by the City Planning Department under LAMC Chapter I or Chapter 1A.

b. For reconstruction projects that are on a site with a structure substantially damaged or destroyed by the Wildfires but that do not qualify as Eligible Projects, Public Works reviews set forth in LAMC Sections 46.00 through 46.06 and 62.161 through 62.162 are exempt from otherwise required discretionary processes, including but not limited to noticing, hearings, findings, and appeals. Applicable clearances, department reviews, fees, and tree replacements shall be required, and shall be reviewed through a ministerial administrative process.

[1] For purposes of this Order, "Wildfires," shall collectively mean the Palisades, Hurst, Kenneth, Archer, and Sunset Fires that occurred in January 2025, in whole or in part within the City of Los Angeles.

c. **Mello Act.** Consistent with the Governor's Emergency Order, for purposes of the Mello Act, projects to repair, restore, demolish, or replace any residential structure which contains less than three dwelling units that was substantially damaged or destroyed by the Wildfires shall not be considered a conversion or demolition of existing residential dwelling units or construction of a new housing development if the repaired, restored, or replacement structure contains three or fewer dwelling units. To the extent any provision of section 65590 provides otherwise, it is suspended.

d. **Resident Protection Ordinance**. Notwithstanding Ordinance No. (188,481), a project to repair, restore, demolish or replace any residential dwelling units substantially damaged or destroyed by the Wildfire shall not be required to provide replacement housing greater than that required under paragraph 9 of the Governor's Order No. 20-25. The City Planning Department and the Housing Department shall prepare guidelines to implement the Governor's Order and this subparagraph within 15 days.

5. **Tolling of Permits:**

a. For permits issued or plan check application in progress prior to January 7, 2025 on sites with property or structures damaged or destroyed by the Wildfires, the time limits in Chapter 1A and Chapter 9 for utilization of any entitlement or permit, shall be tolled for three years from February 13, 2025.

b. Timelines for Building Permits filed on or after January 7, 2025. For applications for building permits for repair or reconstruction projects that do not meet the definition of an Eligible Projects on a site where a structure or property was damaged by the Wildfires, all timelines to pull or exercise rights under a building permit shall be extended provided the project obtains building permits for repair or reconstruction in seven years from issuance of this Order; and the work is completed within three years of obtaining building permits; subject to extension by a subsequent Order or Council resolution. Nothing in this subparagraph c. is intended to override any applicable requirement of LAMC 13B.9.1.

6. **Demolition Permit:** Notwithstanding any contrary provision of the LAMC, or policy, plan or guidelines adopted pursuant to the LAMC, for the demolition of any structure, improvement, or facility substantially damaged or destroyed by the Wildfires, a demolition permit is not required provided the applicant has submitted a timely notification prior to demolition to the Department of Building and Safety through an online portal or other electronic means with information and documentation specified by the Department, with the exception of the removal deep or step foundations or retaining walls as set forth below.

A demolition of a structure, improvement or facility substantially damaged or destroyed by the Wildfires shall comply with all local, state and federal regulations

for the disposal of waste, including but not limited to any regulations set forth by the California Department of Toxic Substances Control or the City's Sanitation Department.

The removal of a deep or step foundation or retaining wall shall require a permit by the Department of Building and Safety to ensure that said removal and subsequent grading or compaction of soils does not exacerbate any life and safety risks.

The Department of Building and Safety shall publish guidelines to implement this paragraph.

7. **Building Plans:** On a site that had property damaged or destroyed by the Wildfires, in conformity with Executive Order N-20-25, persons authorized to obtain a copy of building plans need not obtain the written permission of the certified, licensed, or registered professional or his or her successor who signed the original building plans as otherwise required by Health and Safety Code Section 19851. The Department of Building and Safety shall, however, require that the person requesting to duplicate the building plans sign an affidavit containing the information in Health and Safety Code Sections 19851(c)(2)-(3). Further, the Department of Building and Safety shall publish guidelines to implement this paragraph within 15 days.

8. **Allowance For Recreational Vehicles, Tiny Homes, Modular Structures, and Mobile Homes on Affected Properties During Rebuild:** On a site with a structure, improvement, or facility substantially damaged or destroyed by the Wildfires, the use of Recreational Vehicles, Tiny Homes, Modular Structures, and Mobile Homes (temporary housing projects) on the site during rebuilding to house displaced resident(s) shall be permitted for up to three years, or while an active building permit is applicable to said property, whichever is longer. Additionally, a property owner shall be permitted to locate a storage unit or shed on said property for up to three years. The owner of a temporary housing project shall obtain permits for water, waste, and electrical connections.

9. **Expediting Temporary Certificates of Occupancy for Multi-family Residential Projects Near Completion:** Form an interdepartmental task force to help multi-family residential projects nearing completion obtain their Temporary Certificate of Occupancy (TCO) expeditiously so as to create more available units in the market. The task force shall include the Department of Building and Safety, City Planning, Bureau of Engineering, Los Angeles Fire Department, Department of Water and Power, Bureau of Sanitation and others as necessary and shall proactively reach out to project applicants to assist. The Department of Building and Safety shall issue guidelines for the implementation of this provision.

10. **Implementation Guidance**: In addition to any other implementation guidelines specifically required in this Order, the Department of Building and Safety, the Department of City Planning, and other applicable City Departments shall issue guidelines as necessary to implement all other provisions of this Executive Order in consultation with the Mayor's Office. Implementation guidelines may be amended and updated from time to time, as may be necessary.

Executed this 18th day of March, 2025

Karen Bass

KAREN BASS
Mayor

Dated at Los Angeles, California
Date: March 18, 2025
Time: 2:50 p.m.

Filed with the City Clerk
Date: March 18, 2025
Time: 2:52 p.m.
By: Melinda Nava

BPW-2026-0173

BPW-2025-0685

PATRICE Y. LATTIMORE
CITY CLERK

RUBEN VIRAMONTES
EXECUTIVE OFFICER

City of Los Angeles
CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF THE
CITY CLERK

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213)978-1040

APPROVED BY THE BOARD
PUBLIC WORKS OF THE
CITY OF LOS ANGELES
CALIFORNIA

CLERK.LACITY.ORG OCT 29 2025

Executive Officer
Board of Public Works

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

Council File No.: 24-0512-S1

Council Meeting Date: October 7, 2025

Agenda Item No.: 43

Agenda Description: COMMUNICATION FROM THE CITY ADMINISTRATIVE OFFICER (CAO) relative to the First Amendment to the contract with Clean Harbors Environmental Services, Inc. for Routine and Emergency Response Hazardous Waste Management Services.

Council Action: COMMUNICATION FROM THE CITY ADMINISTRATIVE OFFICER - ADOPTED FORTHWITH

Council Vote:

YES	Blumenfield	YES	Harris-Dawson	YES	Hernandez
YES	Hutt	YES	Jurado	YES	Lee
NO	McOsker	YES	Nazarian	YES	Padilla
YES	Park	ABSENT	Price Jr.	YES	Raman
YES	Rodriguez	YES	Soto-Martínez	YES	Yaroslavsky

Pat Y. Latt

PATRICE Y. LATTIMORE
CITY CLERK

Adopted Report(s)Title
Report from City Administrative Officer dated 9-03-25

0150-12604-0002

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	9/5/2025	25-0512
FROM		**COUNCIL DISTRICT**
The Mayor		Citywide

Request for Authority to Execute a First Amendment to C-145476 with Clean Harbors Environmental Services, Inc. (Clean Harbors) for Routine and Emergency Response Hazardous Waste Management Services

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act; otherwise, the contract will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a.).

See the City Administrative Officer report attached.

MAYOR
(Jenny Delwood for)

MWS:WYR:06260012t

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 09-03-25	C.D. No. Citywide	CAO File No.: 0150-12604-0002
Contracting Department/Bureau: Department of Public Works Bureau of Street Services		Contact: Rose Karagezyan (213) 453-1362	
Reference: Request from the Board of Public Works dated August 18, 2025; Referred for report on August 22, 2025			
Purpose of Contract: To provide routine and emergency response hazardous waste management services, and disaster recovery services in the City's public rights-of-way.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-145476		Contract Term Dates: November 1, 2023 through October 31, 2028, with two three-year renewal options (original contract) January 22, 2025 through January 21, 2026 (first amendment)	
Contract/Amendment Amount: $41,000,000 Proposed amount $ 15,000,000 + Prior award(s) $ 26,000,000 (consisting of $10,000,000 for the initial five-year term and $16,000,000 for the two three-year renewal extensions) = Total $ 41,000,000			
Source of funds: General Fund			
Name of Contractor: Clean Harbors Environmental Services, Inc. (Clean Harbors) Address: 42 Longwater Drive, Norwell, MA 02061			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0.5 %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the Council:

1. Authorize the President of the Board of Public Works (Board), or two members of the Board, to execute a First Amendment to Contract No. C-145476 with Clean Harbors Environmental Services, Inc. to add a scope of services for Disaster Recovery Services, include a price schedule of prevailing wage rates for Disaster Recovery Services that are limited to a one-year term, from January 22, 2025 to January 21, 2026, and increase the compensation amount for the initial five-year contract term by $15,000,000, for a revised total not-to-exceed amount of $25,000,000 for the initial five years, in substantial conformance with the proposed amendment, subject to the approval of the City Attorney as to form; and,

2. Instruct the Bureau of Street Services to develop a Request for Proposal for disaster recovery services.

Wendy Renteria			[signature]
WYR	Analyst	0150-12604-0002	City Administrative Officer

SUMMARY

The Bureau of Street Services (Bureau) requests authority to execute the First Amendment (Amendment) to the contract with Clean Harbors Environmental Services, Inc. (Clean Harbors) to provide disaster recovery services for one year, from January 22, 2025 through January 21, 2026, for a cost of up to $15 million. This will increase the cost ceiling amount for the initial five-year term of the contract from $10 million to $25 million. Clean Harbors provides routine and emergency response hazardous waste management services as a contractor for the Bureau under the current contract as authorized by the Board with an effective date of November 1, 2023 for a term of five years, with two three-year renewal options. Each renewal amount is for a maximum of $8 million. Additionally, if the City extends the contract on a month-to-month basis for up to six months, the contract ceiling shall be increased by a maximum of 11 percent of the contract ceiling in effect at that time.

Following the windstorm and wildfire events in the Los Angeles area on January 7, 2025, the Mayor declared a local emergency and issued Emergency Executive Order No. 1. On January 14, 2025, the City Council resolved that there exists a local emergency and ratified the Mayor's Declaration of Local Emergency (C.F. 25-0030). The City Council further resolved that competitive bidding restrictions in City Charter Section 371 and LAAC Section 10.15 be suspended for contracts entered into by the City with respect to purchases and contracts needed to respond to the declared state of emergency. Clean Harbors has performed fire-related emergency hazardous waste cleanup and disposal in the Palisades area on behalf of the Bureau per the Mayor's Emergency Executive Order No. 1.

This Amendment includes a new rate sheet for Disaster Recovery Services inclusive of prevailing wage as the Bureau's Contract with Clean Harbors must include prevailing wage requirements in order to be eligible for federal reimbursement. This Amendment also adds new scopes of work including tree removals and soil remediation. The new scopes of work and new rate sheet allows Clean Harbors to invoice the City for its fire-related cleanup work separate from other routine services to facilitate the reimbursement process.

On March 30, 2023, the Personnel Department determined that City employees do not have the expertise to perform the work nor does the City have facilities that can be used to properly handle, store, and dispose of hazardous materials. The proposed Contract has been approved as to form by the City Attorney. The City Standard Provisions are included as part of the Contract and the City's financial liability is limited to the extent that appropriations are approved by the Council and Mayor. This Office has confirmed that the Contractor is in compliance with City contracting requirements.

FISCAL IMPACT STATEMENT

Funding for routine and emergency, non-disaster related services for this Contract for this fiscal year is budgeted within the Bureau of Street Services Fund 100, Department 86, Appropriation Account No. 003040 (Contractual Services). Any additional costs for disaster related services would have to be absorbed by the Bureau or funded by the 2025 Wildfire Emergency Response and Recovery funds. There may be a potential General Fund impact if the costs exceed the funding available in the Bureau's Contractual Services Account or there are ineligible expenses that cannot be reimbursed by the 2025 Wildfire Emergency Response and Recovery Wildfire funds. The City's liability is limited to the extent that the Council and Mayor provide an appropriation for this purpose.

FINANCIAL POLICIES STATEMENT

Approval of the contract complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

MWS:WYR:06260012t

Attachment 1: Transmittal from the Board of Public Works dated August 18, 2025.

BOARD OF PUBLIC WORKS
MEMBERS

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

ELYSE MATSON
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

http://bpw.lacity.org

August 18, 2025

BPW-2025-0519

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

REQUEST FOR AUTHORITY – CLEAN HARBORS ENVIRONMENTAL SERVICES, INC

As recommended in the accompanying report from the Directors of the Bureaus of Street Services and Contract Administration which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE to execute the Amendment No. 1 to Personal Services Contract for Routine and Emergency Response Hazardous Waste Management Services with Clean Harbors Environmental Services, Inc. in order to: (1) add a scope of services for Disaster Recovery Services and a Disaster Recovery Services price schedule inclusive of prevailing wage rates that are limited to a one-year term; (2) increase the estimated contract ceiling to $25,000,000;

2. AUTHORIZE the President or two members of the Board to execute the First Amendment upon approval by the Mayor's Office and City Council; and

3. DIRECT the Bureau of Street Services to develop a Request for Proposals (RFP) for Disaster Recovery Services and return the Board for authorization to release the RFP.

(W.O.: M0017209, M0017318, C-145476)

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

DEPARTMENT OF PUBLIC WORKS

BPW-2025-0519

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
Date: August 18, 2025

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

AUG 18 2025
AND REFERRED TO THE CITY COUNCIL

Executive Officer
Board of Public Works

COUNCIL DISTRICT: ALL

REQUEST AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT C-145476 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES (W.O. # M0017209 and #M0017318)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **APPROVE** and **FORWARD** this report with transmittals, to the Mayor's Office (pursuant to Mayoral Executive Directive No. 3 [Villaraigosa Series]) with the request that the Board be authorized to execute the Amendment No. 1 to Personal Services Contract (PSC) C-145476 for *Routine and Emergency Response Hazardous Waste Management Services* with Clean Harbors Environmental Services, Inc. (Clean Harbors) in order to: 1) add a scope of services for *Disaster Recovery Services* and a *Disaster Recovery Services* price schedule inclusive of prevailing wage rates that are limited to a one-year term; 2) increase the estimated contract ceiling to $25,000,000;

2. **AUTHORIZE** the President or two members of the Board to execute the First Amendment upon approval by the Mayor's Office and City Council; and

3. **DIRECT** the Bureau of Street Services (StreetsLA) to develop a Request for Proposals (RFP) for *Disaster Recovery Services* and return the Board for authorization to release the RFP.

TRANSMITTALS

1. Board Report adopted November 15, 2023 authorizing StreetsLA to execute a contract with Clean Harbors for Routine and Emergency Response Hazardous Waste Services.

2. Contract C-145476 between the City and Clean Harbors for Routine and Emergency Response Hazardous Waste Management Services.

3. Emergency Executive Order No. 1, Return and Rebuild.

4. Proposed Contract C-145476 - Amendment No. 1 with Clean Harbors.

5. Council File No. 25-0006-S48, Report from the City Administrative Officer.

DISCUSSION

Background

StreetsLA performs a variety of maintenance and construction activities and endeavors to ensure that the City's public rights-of-way (PROW) infrastructure is safe, passable, and sustainable. During the course of these operations, certain hazardous waste materials are generated in the PROW that must be disposed of in a safe and responsible manner. This can include bio-hazardous waste; tar and oil from sumps such as La Brea Tarpits-related services; clarifier waste; petroleum products; lead; pesticides; mercury; explosives; syringes; drug lab contents; polychlorinated biphenyls; paints and solvents; used batteries; gasoline; and asbestos-containing materials. StreetsLA does not have the necessary expertise or resources to contain, identify, clean up, package, transport, and permanently dispose of such hazardous waste, and therefore must contract out the work and is budgeted in the City's annual budget to fund this contracted service.

The current Department of Public Works/StreetsLA contractor for *Routine and Emergency Response Hazardous Waste Management Services* (as authorized by the Board with an effective date of November 1, 2023) is Clean Harbors, with a current contract term of 5 years ($10 million contact ceiling), along with two (2) three-year renewal options and a maximum six months optional extension. (Contract C-145476) - (Transmittals No. 1 and No. 2).

Board Recommendation Nos. 1 & 2 – Contract 145476 – Amendment No.1

On January 7, 2025, the City of Los Angeles faced an unusually intense wind event resulting in a catastrophic fire outbreak in and near the Palisades area that rapidly spiraled out of control. The Wildfires of January 2025 escalated dramatically, and ultimately 7,000 structures and homes were destroyed. On January 7th, a local emergency was declared by the Mayor, and on January 13th, the Mayor issued Emergency Executive Order No. 1 (Transmittal No. 3) that directed all City Departments to 'take the necessary steps for the protection of life, health, and safety in the City of Los Angeles in addressing the windstorms, extreme fire danger, and rebuilding effort'.

To date, StreetsLA has been a key participant in this declared emergency and has been assigned many scopes of work that its personnel/forces couldn't complete. Therefore, StreetsLA utilized its *Emergency Response Hazardous Waste* contractor, Clean Harbors, to perform a variety of emergency tasks, including, but not limited to, the prompt and safe clearing of debris disposal and storm mitigation efforts to prevent additional damage or risk to the public. The existing Clean Harbors contract, however,

did not contemplate the scope nor the around-the-clock nature of the emergency fire-related cleanup work Clean Harbors is performing in the Palisades.

StreetsLA is recommending the proposed Amendment No. 1 to the existing contract with Clean Harbors to add a specific scope of work and fee schedule for fire-related cleanup services (specialized handling and disposal of contaminated material in the public right-of-way, tree removals, soil remediation, etc.). The amendment would support the City's reimbursement efforts, as it would allow Clean Harbors to invoice the City for its fire-related cleanup work separately from other routine services it performs under the existing contract. Having those costs clearly delineated would benefit any audit or scrutiny by other government entities.

C-145476 - Amendment No. 1 Contract Ceiling and Funding

StreetsLA has been informed that in order for the City to receive governmental reimbursements for the January 2025 wind and fire events, its contract with Clean Harbors must include prevailing wage requirements. However, the current Clean Harbors contract rates are not inclusive of prevailing wage requirements. Therefore, StreetsLA is requesting that the Board approve Amendment No. 1 (Transmittal No. 4) to C-145476 to add services and prevailing wage rates related to the wind and fire events that began on January 7, 2025. The proposed Amendment No. 1 also includes a ratification clause back to January 22, 2025.

StreetsLA is recommending that the proposed Amendment No. 1 contract ceiling also be increased from $10.0 Million to $25.0 Million. The $15.0 Million additional contract ceiling increase is needed to fund the varied scopes of work being assigned to the contractor in the affected areas. There are still many unknowns about future Clean Harbors-related disaster recovery scopes of work, but this increase will allow the City to continue utilizing Clean Harbors as needed. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract and StreetsLA is not obligated to spend up to the contract ceiling.

The City has set aside an initial $50.0 Million in the General City Purposes (GCP) Fund to assist Departments with fire recovery efforts (Council File No. 25-0006-S48) – (Transmittal No. 5). To date, StreetsLA has received $1.0 Million from the $50.0 Million GCP allocation for this purpose, and StreetsLA will request additional funds for this contract as appropriate.

Board Recommendation No. 3: New RFP for Disaster Recovery Services

The City Attorney's Office has advised StreetsLA that in order to meet governmental reimbursement requirements, the term for the Disaster Recovery Services scope of

work and price schedule added by Amendment No. 1 must be limited to one year, and StreetsLA must immediately proceed with issuing a RFP for more long-term fire-related cleanup services.

Business Inclusion Program (BIP) – C-145476 Amendment No. 1

For Amendment No. 1, Clean Harbors pledged subcontractor participation levels are 2.14% MBE, 0.80% WBE, 0.80% SBE, 0.80% EBE, 0.00% DVBE, and 7.80% OBE based on the total cost ceiling of $25,000,000, as summarized in Table 1 below.

Table 1: Schedule A - MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, dated January 22, 2025.

Subcontractor	MBE/WBE/SBE/ EBE/DVBE/OBE	Gender/ Ethnicity	% of Contract	Pledged Subcontract Amount
Ace and Sons	OBE	-	0.04%	$ 10,000.00
Action Cleanup Environmental Services, Inc.	MBE, SBE, EBE	M/HA	0.80%	$ 200,000.00
Austin Hose	OBE	-	0.06%	$ 15,000.00
Bradley Tanks (BTI)	OBE		0.04%	$ 10,000.00
Brite View Landscaping	OBE	-	0.02%	$ 5,000.00
Chempack & Environmental, LLC	MBE	M/AA	0.04%	$ 10,000.00
Cruz Containers, Inc.	MBE	M/HA	1.00%	$ 250,000.00
Demenno Kerdoon / World Oil Environmental Service	OBE	-	6.00%	$ 1,500,000.00
E-Recycling of California	OBE	-	0.20%	$ 50,000.00
GS Brothers Landscaping	OBE	-	0.04%	$ 10,000.00
Kinsbursky Brothers, Inc.	OBE	-	0.20%	$ 50,000.00
Kleen Sweep Parking Lot Services	OBE		0.06%	$ 15,000.00
Ocean Blue Environmental, Inc.*	WBE	F/HA	0.80%	$ 200,000.00
Paramount Resource Recycling	OBE		0.02%	$ 50,000.00
PDQ Rentals	OBE	-	0.20%	$ 50,000.00
Phibro-tech, Inc.	OBE	-	0.20%	$ 50,000.00
Philotechnics, LTD	OBE	-	0.20%	$ 50,000.00
Rust and Sons Trucking	OBE		0.04%	$ 10,000.00
Traffic Management, Inc.	MBE	M/HA	0.10%	$ 25,000.00
United Rental Trench Safety	OBE		0.10%	$ 25,000.00
United Pumping Services, Inc.	MBE	F/HA	0.20%	$ 50,000.00
West Coast Sand & Gravel	OBE		0.20%	$ 50,000.00
Total MBE Participation			2.14%	$ 535,000.00
Total WBE Participation			0.80%	$ 200,000.00

Total SBE Participation	0.80%	$ 200,000.00
Total EBE Participation	0.80%	$ 200,000.00
Total DVBE Participation	0.00%	$ 0.00
Total OBE Participation	7.80%	$ 1,950,000.00
Base Bid Amount **		**$ 25,000,000.00**

** = The Base Bid Amount is the anticipated contract value for the initial five-year term, which includes this Amendment No. 1.

Compliance with the City's Non-Discrimination Policies

Contractors shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, Disclosure of Border Wall Contracting Ordinance, and other requirements as presented in the RFP.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of the personal services contract shall submit a Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Prevailing Wage/Apprenticeship Requirements (Amendment No. 1 only)

Disaster Recovery Services, under this amendment, are subject to the payment of prevailing wages and the utilization of apprentices as mandated by California Labor Code Sections 1720-1815. Certified payrolls shall be submitted weekly by the contractor and all subcontractors. The Bureau of Contract Administration, Office of Contract Compliance (OCC) shall be responsible for the monitoring and enforcement of all certified payrolls, prevailing wage, and apprenticeship requirements.

Contract Administration

Responsibility for the administration and management of the contract for *Routine and Emergency Response Hazardous Waste Management Services* shall rest with the Administration Division of StreetsLA.

Term of Agreement

The contract for *Routine and Emergency Response Hazardous Waste Management Services* shall remain unchanged, effective November 1, 2023 for five years with two (2) three-year renewal options to be exercised at the City's sole discretion, and an optional extension up to a maximum of six months. The term for the scope of services for Disaster Recovery Services and Disaster Recovery Rate Schedule added by Amendment No. 1 shall be limited to one year, effective from January 22, 2025 through January 21, 2026 (Transmittal No. 4).

City Attorney Review

The proposed contract has been approved as to form by the Office of the City Attorney.

STATUS OF FUNDING

If Amendment No. 1 is approved, the contract ceiling would be $25,000,000 for the initial five-year term and shall be increased by $8,000,000 for each three-year renewal extension exercised. This is an as-needed contract and as recommended, the City would not be obligated to spend this amount if not needed.

Funding for *Routine and Emergency Field Services* is budgeted annually in Fund 100, Department 86 – Account 003040 entitled Contractual Services. Funding for Amendment No. 1 for *Disaster Recovery Services* will also be available in Fund 100 – Department 86 – Account No. 003040 entitled Contractual Services after appropriations are provided from the GCP allocation earmarked for Departmental disaster recovery efforts (Council File 25-0006-S48 – Transmittal No. 5).

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(Signature Page to Follow)

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO. 1

SIGNATURE PAGE

Respectfully Submitted,

for
KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Ian Monteilh (for)
Ian Monteilh (for) (Aug 4, 2025 13:59:14 PDT)
LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

APPROVED AS TO FUNDS:

for MIGUEL DE LA PENA
Director
Office of Accounting

Date: 07/24/2025
Fund 100, Dept. 86, Appr. 003040, $25,000,000

KM/SHC/MC:mmy

Questions regarding this report may be referred to:
Martha Yniguez, Sr. Management Analyst I
(213) 543-9282
martha.yniguez@lacity.org
StreetsLA, Contract Services | bss.contract@lacity.org

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/19/2025

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Bureau of Street Services

CONTACT PERSON: Martha Yniguez PHONE: (213)543-9282

CONTRACT NO.: C-145476 COUNCIL FILE NO.: 24-0512-S1

ADOPTED BY COUNCIL: 10/7/2025
DATE

APPROVED BY BPW: 10/25/25
DATE

NEW CONTRACT ___
AMENDED AND RESTATED X
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Clean Harbors Environmental Services, Inc.

TERM OF CONTRACT: 11/1/2023 THROUGH: 10/31/2028

TOTAL AMOUNT: $25,000,000.00

PURPOSE OF CONTRACT:

This amendment amends C-145476 with Clean Harbors Environmental Services, Inc. to add scope of services for Disaster Recovery Services and a Disaster Recovery Services Price Schedule inclusive of prevailing wage for a one-year term (January 22, 2025 to January 21, 2026) concurrent with the existing term of the contract. The amendment also increases the contract ceiling from $10,000,000 to $25,000,000.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

FIRST AMENDMENT TO CONTRACT C-145476

BETWEEN

CITY OF LOS ANGELES

AND

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

FOR

ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES

City of Los Angeles
Department of Public Works

Bureau of Street Services
https://streetsla.lacity.org/

Department of Public Works, Bureau of Street Services
Keith Mozee, Executive Director and General Manager
1149 S. Broadway Street, Suite 400
Los Angeles, CA 90015

FIRST AMENDMENT TO CONTRACT C-145476 ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This First Amendment to Contract No. C-145476 ("AMENDMENT"), made and entered into by and between the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Public Works, hereinafter called the "CITY", and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "CONTRACTOR" or "Clean Harbors," is set forth as follows:

RECITALS

WHEREAS, certain emergency response and recovery work that stems from an emergency or catastrophic incident, such as destructive wildfires in the CITY resulting from extreme weather conditions, may be beyond the capabilities of the CITY's workforce and may also require acquisition of goods and/or services on an emergency basis;

WHEREAS, beginning on January 7, 2025, the CITY and the Los Angeles metropolitan area were impacted by critical fire weather, severe straight-line winds, and catastrophic wildfires ("Wind and Fire Events");

WHEREAS, these unprecedented Wind and Fire Events have caused loss of life and widespread damage and destruction to residential structures, businesses, and public facilities and infrastructure;

WHEREAS, the Wind and Fire Events caused power outages, downed trees, rockslides, and significant debris and prompted numerous evacuation orders and road closures, resulting in impacts to the provision of CITY services, including, but not limited to, utility services, public safety services, and transportation services;

WHEREAS, the Wind and Fire Events have displaced thousands of families, the elderly, vulnerable people, animals, and pets;

WHEREAS, on January 7, 2025, the Mayor of Los Angeles ("Mayor") declared a state of local emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.27 relating to the life-threatening extreme weather and wind conditions that ultimately resulted in wildfires ("January 7 Declaration of Local Emergency");

WHEREAS, also on January 7, 2025, the Governor of the State of California proclaimed a state of emergency in response to the extreme weather conditions and resulting wildfires;

WHEREAS, on January 7, 2025, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed the existence of a local emergency ("Proclamation of Local Emergency") in response to the extreme weather conditions and resulting wildfires;

WHEREAS, on January 8, 2025, the Governor issued Executive Order (EO) N-2-25, which suspended State environmental statues, rules, regulations, and requirements to expedite debris removal and other fire recovery activities;

WHEREAS, on January 8, 2025, the President of the United States ("President Biden") issued a Major Disaster Declaration in order to support ongoing emergency response efforts, and ordered that federal funding be available for such efforts;

WHEREAS, on January 10, 2025, the County Health Officer issued a Declaration of a Local Health Emergency due to the serious health impacts of the January 2025 Windstorm and Critical Fire Events in the County;

WHEREAS, on January 12, 2025, the Governor issued EO N-5-25 to coordinate debris removal and mitigate post-fire hazards and directing the California Governor's Office of Emergency Services ("CalOES") to develop a comprehensive plan for expeditiously removing debris from impacted properties, including the prompt execution of contracts for debris removal services;

WHEREAS, on January 13, 2025, President Biden amended his Major Disaster Declaration and increased to 100 percent the amount of federal funds assistance for total eligible costs for debris removal and emergency protective measures for a specified period of time;

WHEREAS, on January 13, 2025, the Mayor issued an Updated Declaration of Local Emergency (together with the January 7 Declaration of Local Emergency, the "Declaration of Local Emergency") pursuant to LAAC Sections 8.27 and 8.29;

WHEREAS, and as set forth more fully in the Declaration of Local Emergency, it is necessary for the CITY to take immediate steps to continue the provision of public services and restore public services and infrastructure interrupted and/or impacted by the windstorm and Wildfires, and protect life and property;

WHEREAS, even after the fires are fully contained, emergency responses to help support displaced communities and Angelenos will be necessary to continue to protect and preserve the public health and safety of Angelenos across the CITY;

WHEREAS, pursuant to LAAC Section 8.29, the Mayor is the Director of the Emergency Operations Organization and, pursuant to LAAC Section 8.30, may obtain vital supplies and property and may requisition personnel and material as is needed for the protection of the people, and bind the CITY for the fair value thereof; and

WHEREAS, on January 14, 2025, the Los Angeles City Council unanimously resolved that there exists a local emergency resulting from the Wind and Fire Events, and ratified the Mayor's Declaration of Local Emergency (Council File # 25-0030);

WHEREAS, the City Council further unanimously resolved that competitive bidding restrictions in City Charter Section 371 and LAAC Section 10.15 be suspended for contracts entered into by the CITY with respect to purchases and contracts needed to respond to the declared state of emergency;

WHEREAS, on January 14, 2025, the Board ratified the County Proclamation of Local Emergency and the County Declaration of a Local Health Emergency;

WHEREAS, the CONTRACTOR has experience with providing municipalities with goods and services, and has familiarity with all federal, state, and local laws relating to emergency management, including cost reimbursement requirements under applicable law and FEMA rules and regulations;

WHEREAS, the Wind and Fire Events pose a unique health and public safety concern, and the CITY has need to amend this contract, which was competitively procured, with the CONTRACTOR to facilitate the acquisition of various services and goods as needed as part of the CITY's response to the Local Emergency; and

WHEREAS, Clean Harbors is capable, available, and willing to provide disaster recovery services for the Wind and Fire Events.

NOW, THEREFORE, the parties hereby covenant and agree as follows, effective January 22, 2025:

Contract No. C-145476 is amended accordingly:

ATTACHMENTS is hereby amended by deleting it in its entirety and replacing it with the following and incorporating by reference the Standard Provisions for City Contracts (Rev. 1/25 [V.2]).

ATTACHMENTS

ATTACHMENT A: STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 1/25 [V.2])

EXHIBITS is hereby amended to add Exhibit 20, Exhibit 21 and Exhibit 22 as follows:

Exhibit 20 Supplemental Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS, Effective January 22, 2025
Exhibit 21 DISASTER RECOVERY RATE SCHEDULES
Exhibit 22 Summary of Senate Bill 854 (Prevailing Wage)

ARTICLE 2 - DEFINITIONS is hereby amended to add the following definitions as follows:

DISASTER RECOVERY RATE SCHEDULE	Forms which list the UNIT RATE for items and services provided for the Wind and Fire Events that began on January 7, 2025.
DISASTER RECOVERY SERVICES	CONTRACTOR-provided services specifically related to the Wind and Fire Events that began on January 7, 2025.
OVERTIME RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. Up to four (4) hours worked in excess of eight (8) hours within a DAY on any day of the week, including Saturdays, Sundays, and HOLIDAYS. (Only the hours worked in the performance of this CONTRACT, not the employee's overall schedule, will be utilized to determine if the OVERTIME RATE will be applied.)
PREMIUM RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. All hours worked in excess of twelve (12) hours within a DAY on any DAY of the week, including Saturdays, Sundays, and HOLIDAYS. (Only the hours worked in the performance of this CONTRACT, not the employee's overall schedule, will be utilized to determine if PREMIUM RATE will be applied.)
STANDARD RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. First eight (8)

hours worked within a DAY on any day of the week, including Saturdays, Sundays, and HOLIDAYS.

ARTICLE 3 - PROJECT DESCRIPTION is hereby amended to add Section **3.4 DISASTER RECOVERY SERVICES** to read as follows:

3.4 DISASTER RECOVERY SERVICES

CONTRACTOR shall provide DISASTER RECOVERY SERVICES to remove and dispose of hazardous materials and/or other debris, perform damage control and restoration, test mud and soil for hazardous contamination, and other services, as requested by the CITY in response to the Wind and Fire Events, which began on January 7, 2025.

The CONTRACTOR must, in addition to the services specified in the above paragraph, provide all necessary personnel, materials, supplies, supporting documentation and recordkeeping for DISASTER RECOVERY SERVICES routine HAZARDOUS WASTE management. In addition, CONTRACTOR and shall make available technical assistance in the HAZARDOUS WASTE management and completion of related documents, including manifests, and Land Disposal Restriction forms (LDRs), and reports.

ARTICLE 4 - RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY THE CONTRACTOR is hereby amended to add Section **4.3 DISASTER RECOVER SERVICES** to read as follows:

4.3 DISASTER RECOVERY SERVICES

Nothing in this Section will serve as a guarantee of a minimum or maximum number of requests for service, a minimum or maximum number of DAYS of operation, or a minimum or maximum quantity of work to be managed by the CONTRACTOR. CONTRACTOR shall provide all services on an as needed basis, 24 hours a DAY on any CALENDAR DAY (365 days a year), as requested by CITY.

Services shall include, but are not limited to the following:

4.3.1 CONTRACTOR shall perform the services described in Article 4.3.10. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services.

4.3.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3.3 Maintenance of Records
CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY

regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g., USB flash drive, at the expiration or termination of this CONTRACT.

4.3.4 Safety Plan

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all APPLICABLE LAWS, building, and construction codes as outlined in Title 8 of the California Code of Regulations (Code), safety and health regulations in the Code, and all City of Los Angeles Safety Policies (https://personnel.lacity.gov/employee-resources/safety-health.html). The CONTRACTOR shall also comply with CalOSHA's requirements.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the work until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the work.

4.3.5 Contractor State License and Certification Requirements

Throughout the duration of the CONTRACT, the CONTRACTOR shall hold all necessary licenses, including, but not limited to, an effective California Contractor's State License Board Class A - General Engineering Contractor issued License with Certifications in asbestos (ASB Certification) and hazardous substance removal (HAZ Certification). Additionally, CONTRACTOR or SUBCONTRACTOR, depending on which party is performing tree, branch, stump, or root trimming or removal, shall hold an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) Arborist Certificate. The CONTRACTOR further certifies that it will inform the CITY of any suspension, termination, lapses, non-renewals, or restrictions of its licenses, certificates, or other required documents immediately, but no later than 72 hours after being notified of the same.

All CONTRACTOR and SUBCONTRACTOR personnel performing any type of DISASTER RECOVERY SERVICES shall have appropriate training including, but not limited to, Hazardous Waste Operator training required under the Code of Federal Regulations, Title 29, Part 1910, Section 120. These records shall be retained for a period of no less than five (5) years. The records and certificates will be subject to examination and audit by authorized CITY personnel or CITY representatives at any time. All personnel shall be trained for their job duties and in the use of job equipment and personnel protective equipment, and in recognizing and avoiding exposure to hazards which may occur. All personnel operating heavy equipment such as forklifts, loaders, cranes, backhoes and excavators, and other heavy powered equipment shall be trained and certified in the use of the equipment. A record shall be kept of the completed training including the signature of the person doing the training verifying that all equipment operators have completed the training and have demonstrated satisfactory competence in the use of the equipment.

All costs of maintaining licenses and/or certifications, as specified herein, shall be borne by the CONTRACTOR.

4.3.6 Compensation and Payment

All compensation shall be in accordance with the Labor, Transportation, Equipment and Supplies Rates, as well as Disposal Rates, associated with all DISASTER RECOVERY SERVICES detailed in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES].

4.3.7 PERMIT Status Notification

CONTRACTOR shall immediately notify CITY PROJECT MANAGER of any suspension, termination, lapses, non-renewals, or restrictions of PERMITS or other documents.

4.3.8 Ancillary Equipment Supplies and Services

The CONTRACTOR shall provide ancillary equipment and supplies as the CITY finds necessary for the implementation and optimization of the DISASTER RECOVERY SERVICES. Specific costs and terms shall be negotiated on a case-by-case basis.

4.3.9 Traffic Control

All traffic control in the work area shall conform to the edition of the Work Area Traffic Control Handbook (W.A.T.C.H) in effect at the time of service.

Vehicles and personnel not complying with this requirement shall be ordered to be removed immediately from the area by the CITY and shall not be utilized again for the remainder of the workday.

CONTRACTOR shall coordinate traffic control with all other contractors at service locations at no additional cost to the CITY.

4.3.10 Scope of Services

4.3.10.1 DISASTER RECOVERY SERVICES

CONTRACTOR shall provide DISASTER RECOVERY SERVICES in response to the Wind and Fire Events as determined by the CITY PROJECT MANAGER or designee.

For DISASTER RECOVERY SERVICES, CONTRACTOR shall maintain response capability including personnel, response vehicles, equipment, and supplies as determined by the CITY. All costs to maintain DISASTER RECOVERY SERVICE response capability, as specified herein, shall be borne by the CONTRACTOR. The CONTRACTOR will maintain the capability to perform on-site hazard categorization ("HAZCATTING") of unknown wastes when requested by the CITY at a HAZARDOUS WASTE response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures, removal of materials and/or debris, damage control, restoration, testing for hazardous substances, and/or other recovery services as listed on the Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES]. The CONTRACTOR will maintain in-house or subcontract the capability to perform in-lab testing for hazardous substances in waste samples as requested by CITY. The CONTRACTOR will maintain in-house or subcontract the capability to deploy heavy equipment and

operating personnel. The CITY reserves the right to submit to the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S DISASTER RECOVERY SERVICES.

CONTRACTOR or CONTRACTOR'S SUBCONTRACTORS shall provide services listed in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], which include, but is not limited to, the following services upon CITY's request:

1. Debris, mud, and soil collection and removal.
2. Soil and mud testing for hazardous materials or non-natural substances, such as Volatile Organic Compounds (VOCs), lead, Household Hazardous Materials, etc.
3. Debris, mud, and soil disposal.
4. Tree, branch, and stump removals, mulching, and recycling. A Tree Risk Assessment Qualified (TRAQ) certified arborist must oversee the tree removals. A copy of the TRAQ certificate will be required with the invoice. CONTRACTOR will provide the quantity of the tree removals.
5. Removal, containment, and disposal of hazardous debris, soil, mud, and ash. Contained hazardous materials shall be disposed of at a landfill that will accept the material. CONTRACTOR shall provide dump tickets as supporting documentation of disposed materials.
6. Backfill/remediate, with clean soil as approved by the CITY, locations where hazardous soil or tree stumps have been removed.
7. Installation and removal of K-rails, sandbags, or other items to prevent loss of life or property.

CONTRACTOR and CONTRACTOR'S SUBCONTRACTORS will track the progress of all work performed, work to be performed under this CONTRACT, and other data, such as when tree removals are scheduled, status of soil testing, final destination of debris, etc., utilizing StreetsLA GIS mobile app.

CONTRACTOR and CONTRACTOR'S SUBCONTRACTORS will take and provide to the CITY before, during, and after photographs for each DISASTER RECOVERY SERVICE performed.

The CITY will provide the service location, type of specialized equipment CONTRACTOR shall need, and type of work CONTRACTOR will be performing.

It is the CONTRACTOR's sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. All vehicles and equipment utilized by CONTRACTOR under this CONTRACT shall clearly display its company name on the exterior.

The CONTRACTOR acknowledges that the requests for DISASTER RECOVERY SERVICE may include service at locations where conditions may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, equipment, vehicles, appliances, safety gear, and personnel with the required expertise and knowledge necessary for completing the service required in the manner and within the time stipulated by the CITY.

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure, including, but not limited to, sidewalks, curbs, streets, and public surrounding areas, or to private property. If such damage occurs, it is the CONTRACTOR'S responsibility to make repairs as agreed between the CITY and the CONTRACTOR within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

The CONTRACTOR shall meet the requirements specified in Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, Permit No. CAS004004 (and subsequent iterations), Table 5 Required Conditions for Conditionally Exempt Non-Stormwater Discharges: Discharge Category-Street/Sidewalk wash water, details of which can be found at https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/regional_permit.html. All costs of meeting such requirements shall be borne by the CONTRACTOR.

Throughout all phases of the DISASTER RECOVERY SERVICES, the CONTRACTOR shall keep work sites clean and free from rubbish and debris including two (2) feet outside the perimeter of the work site(s). The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or through other means as necessary. Upon completion of the work, the CONTRACTOR shall remove all its tools, materials, vehicles, and other articles from the property of the CITY or public right-of-way.

CONTRATOR shall submit an electronic table in Microsoft Excel and/or other acceptable format to the CITY PROJECT MANAGER on a monthly basis at no additional cost to the CITY.

The Excel table shall include the following information for each DISASTER RECOVERY SERVICE:

A. Date of service
B. Street name
C. Nearest cross street
D. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
E. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
F. Quantity of items used (K-rails, sandbags, etc.)
G. Any relevant comments
H. Additional information as required by the CITY

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the DISASTER RECOVERY SERVICE shall result in invoices for that DISASTER RECOVERY SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR for completion.

4.3.10.1.2 DISASTER RECOVERY SERVICES Working Hours and HOLIDAYS

The CONTRACTOR'S authorized working hours for DISASTER RECOVERY SERVICES are twenty-four (24) hours a day, Monday through Sunday. The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT.

4.3.10.1.3 Duration

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the DISASTER RECOVERY SERVICES are of the essence. The duration of work performed for a DISASTER RECOVERY SERVICES request shall not exceed one DAY unless pre-authorized by the CITY PROJECT MANAGER. Failure to complete the agreed upon DISASTER RECOVERY SERVICES per the deadline will subject the CONTRACTOR to liquidated damages.

4.3.10.1.4 Liquidated Damages for Late DISASTER RECOVERY SERVICES

CONTRACTOR-caused delays in the DISASTER RECOVERY SERVICES will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per each CALENDAR DAY beyond the date of the service request. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each service request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in DISASTER RECOVERY SERVICES, due to causes not reasonably foreseeable by both parties at the time of the execution of the service request and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemic, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS is hereby amended by deleting it in its entirety and replacing it with the following:

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS

7.1 ROUTINE AND EMERGENCY FIELD SERVICES

This CONTRACT shall be effective November 1, 2023 for a term of five (5) years with two (2) 3-year renewal options at the CITY'S sole discretion, unless terminated as provided under Article 9 [TERMINATION ARTICLE] or extended by a duly approved amendment to this CONTRACT and signed by the parties. In addition to the two (2) 3-year renewal options, the CITY may elect to extend the CONTRACT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this CONTRACT.

The CITY may extend the CONTRACT on a month-to-month basis prior to the end of either the initial 5-year term if the CITY elects not to renew, or the end of the 8 or 11-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 180 DAYS prior to expiration of the CONTRACT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least ninety (90) DAYS after written notice from the terminating party.

7.2 DISASTER RECOVERY SERVICES

The term of Section 3.4, Section 4.3, and the DISASTER RECOVERY RATE SCHEDULE, [Exhibit 21] shall be for one (1) year, effective January 22, 2025, and shall expire on January 21, 2026.

The CONTRACTOR and the CITY have agreed to amend the services and conditions addressed in this AMENDMENT.

Unless otherwise provided, the effective date of this AMENDMENT is January 22, 2025, and this AMENDMENT shall take effect after all of the following events have occurred:

A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

SECTION 11.1 BILLINGS of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended to add Subsection **11.1.3 DISASTER RECOVERY SERVICES** to read as follows:

11.1.3 DISASTER RECOVERY SERVICES
Invoices for all services shall be addressed to:

Name: Rose Karagezyan
Title: Chief Management Analyst
Address: Bureau of Street Services – Financial Management Div.
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2815
Cell Phone: (213) 453-1362
E-mail: rose.karagezyan@lacity.org

11.1.3.1 Invoicing totals shall be the itemized services from current year's DISASTER RECOVERY RATE SCHEDULES [EXHIBIT 21] which shall be at the rates as approved by the CITY PROJECT MANAGER to be charged by the CONTRACTOR.

11.1.3.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY pursuant to the DISASTER RECOVERY RATE SCHEDULES [EXHIBIT 21].

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

11.1.3.4 Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Task Order.

11.1.3.5 Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES]. The hourly billing rates shall be approved by the CITY PROJECT MANAGER for the CONTRACTOR employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.3.6 Time and Material Billing Rate is applicable to Section 4.3.8 only. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.3.7 The CITY will not pay for the CONTRACTOR's nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

SECTION 11.2 - COMPENSATION of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.2 COMPENSATION

Services shall be invoiced and forwarded to the CITY PROJECT MANAGER for Billings and the CITY shall compensate the CONTRACTOR for ROUTINE and EMERGENCY FIELD SERVICES in accordance with Exhibit 17 [RATE SCHEDULES] and for DISASTER RECOVERY SERVICES in accordance with Exhibit 21, including any costs for additional services requested by the CITY. The RATE SCHEDULES as specified in Exhibit 17 and Exhibit 21 are hereby incorporated by reference and made a part of this CONTRACT.

ROUTINE and EMERGENCY FIELD SERVICES and DISASTER RECOVERY SERVICES shall not be combined onto a single invoice and shall be billed separately.

The total CONTRACT ceiling is $25,000,000 for the initial five-year term and shall be increased by $8,000,000 for each renewal extension exercised. Additionally, if the CITY extends the CONTRACT on a month-to-month basis, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling, as specified in Article 7.

A particular volume of business is not guaranteed. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

SUBSECTION 11.3.2 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended to add the following:

11.3.2 CONTRACTOR shall include the following information on invoices for DISASTER RECOVERY SERVICES:

1. Type of debris collected
2. Location and GPS coordinates of debris.
3. If debris was staged prior to disposal, include the staging location, GPS coordinates, and length of time debris was staged.
4. Final disposition of debris or recycled materials, including address location and GPS coordinates.
5. Copies of disposal trip tickets with tonnage amounts.
6. Before, during, and after photograph images of all services provided.

SUBSECTION 11.3.3 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.3.3 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred

in excess of Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] set forth, whether those costs were incurred during the course of the CONTRACT or as a result of termination.

SUBSECTION 11.3.5 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.3.5 The CONTRACTOR shall submit to the CITY an original invoice for each ROUTINE and EMERGENCY FIELD SERVICE rendered, including copies of all timesheets and waste tracking through Certificates of Destruction at no additional cost to the CITY.

The CONTRACTOR shall also submit to the CITY an original invoice for each DISASTER RECOVERY SERVICE rendered, including but not limited to, photographs, copies of timesheets, and waste tracking through Certificates of Destruction, and SUBCONTRACTOR invoices at no additional cost to the CITY.

Additionally, any invoices that includes services or items with Quote for All (QFA) rates as listed in Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], CONTRACTOR must attach a copy of the CITY-approved quote for those services. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of any discrepancies, exceptions, or disputed items. Should an invoice be deemed incomplete, it will be returned to the CONTRACTOR for correction. The CITY shall approve the invoice for payment only after the CITY has received the CONTRACTOR'S corrected invoice. The format of reports and invoices are to be specified in the awarded CONTRACT.

ARTICLE 57 - PREVAILING WAGE is hereby added to read as follows:

ARTICLE 57 - PREVAILING WAGE (SENATE BILL 854)

For services/tasks performed by CONTRACTOR or CONTRACTOR'S SUBCONTRACTORS under Article 4.3 DISASTER RECOVERY SERVICES, CONTRACTOR shall comply with the provisions of the California Labor Code relating to public works wages (Exhibit 22). These provisions require the CONTRACTOR to register with the State of California Department of Industrial Relations (DIR) and to pay not less than the "General Prevailing Wage Rates" to all workers performing work subject to prevailing wage requirements and to post a copy of the "General Prevailing Wage Rates" at the Facility Site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the DIR. Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 847-2662 or (213) 847-1922.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774 or via email at Statistics@dir.ca.gov.

CONTRACTOR shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the City's On-Line Certified Payroll System (OCPS) throughout the Project until completion of the Project. In addition, the Project Company shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

ARTICLE 58 - DISASTER RECOVERY SERVICES RATIFICATION CLAUSE is hereby added to read as follows:

ARTICLE 58 - DISASTER RECOVERY SERVICES RATIFICATION CLAUSE

Due to the need for DISASTER RECOVERY SERVICES to be provided immediately and on a continuous basis, the CONTRACTOR may have provided services prior to the execution of this AMENDMENT. To the extent that said services were performed in accordance with the terms and conditions of this AMENDMENT, those services are hereby ratified and accepted.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: 11/19/25

By: _____
Name:
Title:
Board of Public Works

Date: _____

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
*Approved Signature Methods:
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

By: Signed by: _____
FFABAE4EEC0B491...
Name: Jeroen Diderich
Title: President

By: DocuSigned by: Timmery Fitzpatrick
BE99F77F2...
Name: Timmery Fitzpatrick
Title: Assistant Secretary

Date: 11/14/2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

By: Darrelle Field
Darrelle Field
Deputy City Attorney

Date: 11/19/2025

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: Rita Ramirez
Name:
Deputy City Clerk

Date: Nov 19, 2025

City Business License Number (BTRC NO.): **0002592039-0001-9**
Internal Revenue Service Taxpayer Identification Number: **04-2698999**
Said First Amendment is Number **C-145476** of City Contracts.

EXHIBIT 20

Clean Harbors Environmental Services
4900 E Victoria Street
Rancho Dominguez, CA 90220

January 22, 2025

Mrs. Melinda Chou
Bureau of Street Services
1149 S Broadway Street 4th Floor
Los Angeles, CA 90015

Re: Additions to Schedule A for Contract C-145476

Dear Mrs. Chou,

In light of the recent events with the Wild Fires in Southern California we would like to add subcontractors to Schedule A under contract C-145476 between Clean Harbors and The City of Los Angeles Public Works Bureau of Street Services Division to assist in providing Emergency Response services along with clean up activities. We request to have the following subcontractors added:

Ace and Sons	Austin Hose	GS Brothers Landscaping
Bradley Tanks Inc.	Brite View Landscapes	Rust & Sons Trucking Inc.
Kleen Sweep Parking Lot Service, Inc.	PDQ Rentals	West Coast Sand & Gravel
Traffic Management	United Rentals Trench Safety	Paramount Resources Recycling

Please reach out if any additional information is needed.

Sincerely,

Cherylina Jones

Cherylina Jones
Senior Account Manager

cc: Kevin Preston, Vice President District SoCal Central
Javier Manzano, Technical Services District Manager
Mike De La Torre, Field Service District Manager
Marc McReynolds, Senior Vice President US West Region

PROJECT TITLE: C-145476
Bureau of Street Services
SUPPLEMENTAL SCHEDULE A

PROPOSER/BIDDER:	**ADDRESS:**
Clean Harbors Environmental Services	2500 E Victoria St. Rancho Dominguez, CA 90220
CONTACT PERSON:	**PH/EM:**
Cherylina Jones	310-502-8751 / Jones.Cherylina@cleanharbors.com

LIST OF ALL SUBCONTRACTORS/SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE/ RAMP ID	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT
Ace and Sons 22022 Moneta Ave Carson, CA 90745 310-518-0259	Transportation Services	OBE		$10,000.00
Acrylatex Coatings and Recycling 1001 W Kirkwall Rd Azusa, CA 91702 626-812-0191	Paint Disposal Facility	OBE 63456		$0.00
Action Clean Up Environmental 9144 Rose Street Bellflower, CA 90706 310-864-2418	Hazardous Waste Labor	MBE **SBE** EBE 98182	DGS 2012538	$200,000.00
All Safe 915 Washington Ave Minneapolis MN 55401 612-336-4092	Equipment	OBE		$0.00
Austin Hose 3051 East Maria St Rancho Dominguez, CA 90221 562-436-9088	Equipment	OBE		$15,000.00
Advanced Technology Laboratories 3275 Walnut Ave Signal Hill, CA 90755 800-499-4388	Laboratory	OBE		$0.00

Bradley Tanks (BTI) 3272 Greyhawk Carlsbad, CA 9200 760-642-2712	Transportation Services	OBE 55885		$10,000.00
Brite View Landscaping 17813 Main St Gardena, CA 90248 310-327-8700	Landscape	OBE		$5,000.00
Chempack & Environmental 3721 Karen Ave. Long Beach, CA 90808 (213) 309-4962	Training	**MBE** DBE LBE (HARBOR) 26093	CCA 11004	$10,000.00
Cirba Solutions 608 E Auto Drive Suite 111 Mesa AZ 800-852-8127 CAL000477117	Disposal Facility	OBE 40815		$0.00
Clean Earth 425 Isis Ave. Inglewood, CA 90301 (310) 242-6280	Disposal Facility	OBE 72341		$0.00
CM Industrial 1348 West Gaylord Street Long Beach, CA 90813 (562) 432-7877	Drum and Safety Supplies	MBE 103758	CUCP 37930	$0.00
Cotton Holdings 840 West Sam Houston Houston, TX 77024 877-511-2962	Disposal Facility	OBE 45913		$0.00
Crosby and Overton 1610 W. 17th St., Long Beach, CA 90813 (562) 432-5445	Disposal Facility	OBE 45913		$0.00
Cruz Containers, Inc. 2761 S. Lilac Ave. Bloomington, CA 92316 (909) 562-0580	Materials, shipping containers	MBE 77086	CCA 10043	$250,000.00

Demenno Kerdoon / World Oil 2000 N. Alameda St. Compton, CA 90222 (310) 537-7100	Disposal Facility	OBE 77091		$1,500,000.00
D & S Roofing 1042 Harbor Village Harbor City, CA 90710 (310) 480-3448	General Contractor	**OBE** LBE (Harbor) 107571		$0.00
Enterprise 17210 S Main st Gardena, CA 90248 310-817-7372	Equipment	OBE 55750		$0.00
Energy Solutions 9125 Rose St Bellflower, CA 90706 562-866-6621	Electrical	OBE 57170		$0.00
Enthalpy Analytical 931 Barkley Ave Orange, CA 92868 714-771-6900	Laboratory	OBE		$0.00
E&A Pallet Co 17021 S Figueroa St Gardena CA 90248 310-327-1292	Equipment	OBE 77087		$0.00
E-Recycling of California 7230 Petterson Lane Paramount, CA 90723 (800) 795-0993	Disposal Facility	OBE 17757		$50,000.00
Evoqua Water Technologies 1441 E Washington Blvd Los Angeles CA 90021 941-359-7930	Disposal Facility	**OBE** LBE 52911		$0.00
GS Brothers Landscaping 20331 South Main Street Carson, CA 90745 310-327-8700	Equipment	OBE		$10,000.00

Greencastle WDF 3301 S Co Rd 150 W Greencastle IN 46135 800-555-3485	Disposal Facility	OBE 208814		$0.00
Hazmat 180 W Monte Ave Rialto, CA 92316 909-873-4141	Disposal Facility	OBE 92380		$0.00
Herc Rentals 5556 Vineland Ave. North Hollywood, CA 91601 (818) 762-9282	Equipment Rental	OBE 47307		$0.00
HMT 8707 Sorensen Ave Santa Fe Springs CA 90670 714-632-7821	Tank Inspection	OBE 200865		$0.00
Interstate Batteries 460 Madera St San Gabriel, CA 91778 (626)282-1445	Disposal Facility	OBE 6896		$0.00
IQ Personnel, Inc. 8039 Painter Ave., Suite 200 Whittier, CA 90602 (562) 698-2800	Temporary staffing	**MBE** DBE 27373	CCA 10402	$0.00
Kinsbursky Brothers Inc. 125 E. Commercial St. A Anaheim, CA 92801 (714) 738-8516	Disposal Facility	OBE 71756		$50,000.00
Kleen Sweep Parking Lot Services 966 West 223rd ST Torrance, CA 90502 310-328-8150	Equipment	OBE		$15,000.00
Lighting Resources 805 E Francis St Ontario CA 91781 909-923-7252	Disposal Facility	OBE 49376		$0.00

Mariposa Landscape 6232 Santos Diaz St Irwindale, CA 91702 626-960-0196	Landscape	LBE **MBE** 37858		$0.00
Ocean Blue Environmental Services, Inc. 925 W. Esther St., Long Beach, CA 90813, (562) 624-4120	Labor and Equipment	WBE 658		$200,000.00
Paramount Resource Recycling 7230 Petterson Ln Paramount, CA 90723 (562) 602-6505	Disposal Facility	OBE		$50,000.00
PDQ Rentals 10826 Shoemaker Ave Santa Fe Springs, CA 9670 (562) 944-3206	Equipment Rental	OBE 106270		$50,000.00
Pinnacle Disposal & Environmental Services Inc. PO Box 2281 Irwindale, CA 91760 (626) 480-1305	Trash hauling and disposal	OBE 99564		$0.00
Phibro- Tech Inc. 8851 Dice Road Santa Fe Springs, CA 90670 (562) 698-8036	Disposal Facility	OBE 99983		$50,000.00
Philotechnics, LTD 201 Renovare Oak Ridge, TN 37830 (865) 483-1551	Disposal Facility	OBE 71749		$50,000.00
Perimeter Security Systems 1482 Callens Rd Ventura CA 93003 805-644-5482	Security	OBE 45770		$0.00
Rust & Sons Trucking 15353 Old Highway 80 El Cajon, CA 92021 619-443-6193	Transportation Services	OBE 85915		$10,000.00

Southwest Processors Inc. 4120 Bandini Blvd. Vernon, CA 90058 (800) 900-3366	Disposal Facility	OBE 107336		$0.00
Sulliano Corporation 6480 York Mountain Road Templeton, CA 93465 (805) 237-1026	General Contractor	OBE 107321		$0.00
Sunbelt Rentals 14861 Artesia Blvd. La Mirada, CA 90638 (714) 923-1890	Equipment Rental	OBE 33903		$0.00
Superior Awning 14555 Titus St Van Nuys CA 91402 818-780-7200	Awnings	OBE 101819		$0.00
Total Equipment Rental, Inc. 2828 E. Spring St. Long Beach, CA 90806 (562) 595-6555	Equipment Rental	WBE 40958		$0.00
Traffic Management 2435 Lemon Ave Signal Hill, CA 90755 562-595-4278	Traffic Control	MBE 81691		$25,000.00
United Rentals Trench Safety 2020 West Pacific Coast Hwy Long Beach, CA 90810 562-432-5158	Equipment Rental	OBE		$25,000.00
United Pumping Services 14000 E. Valley Boulevard City of Industry, CA 91746 (951) 427-3715	Transportation Services	MBE 7163	CCA 624	$50,000.00
Veolia 5736 W Jefferson Phoenix, AZ 85034	Disposal Facility	OBE 40815		$0.00

Vortex Industries 20 Odyssey Irvine CA 92618 800-498-6783	Door repair/installation	OBE 32245		$0.00
Waste Connections of CA 3 Waterway Square Place The Woodlands, TX 77380 832-442-2200	Disposal	OBE 24352		$0.00
West Coast Environmental Solution 2683 Lime Ave. Garden Grove, CA 92845 562-448-9510	General Contractor	OBE 44194		$0.00
West Coast Sand & Gravel 7312 Orangethorpe Buena Park, CA 90621 714-522-0282	General Contractor	OBE		$50,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

	Total Dollars	Total % Pledged
TOTAL MBE AMOUNT	$535,000.00	2.14%
TOTAL WBE AMOUNT	$200,000.00	0.80%
TOTAL SBE AMOUNT	$200,000.00	0.80%
TOTAL EBE AMOUNT	$200,000.00	0.80%
TOTAL DVBE AMOUNT	$0.00	0.00%
TOTAL OBE AMOUNT	$1,950,000.00	7.80%
BASE BID AMOUNT	$25,000,000.00	

Cherylina Jones

Signature of Person Completing this Form

Cherylina Jones

Printed Name of Person Completing this Form

Senior Account Manager 1/22/25

Title Date

This base proposed amount is the anticipated contract value for the 5-year term.

EXHIBIT 21
DISASTER RECOVERY RATE SCHEDULE

Contract C-145476
EFFECTIVE January 22, 2025

TASK B - Labor, Transportation, Equipment and Supplies Rates
These rates apply to all Disaster Recovery Services

LABOR RATES JOB POSITION DESCRIPTION PER ARTICLE 57 PREVAILING WAGE RATES	ITEM ID	COST PER HOUR	OVERTIME COST PER HOUR	DOUBLETIME COST PER HOUR	FRINGE/ MARK UP
Project Manager / Foreman / Project Supervisor	PFOR12	103.00	139.00	170.00	38.16
Supervising Technician	PFTL	103.00	139.00	170.00	38.16
Heavy Equipment Operator	PEOSS	125.75	170.00	208.00	46.36
Environmental Technician / Field Technician	PFT	103.00	139.00	170.00	38.16
Driver	PDRTD12	103.00	132.50	158.00	47.17

LABOR RATES JOB POSITION DESCRIPTION NON-PREVAILING WAGE RATE	ITEM ID	COST PER HOUR	OVERTIME COST PER HOUR
Prevailing Wage Admin	PWADMIN	31.25	N/A

UNIT COST TRANSPORTATION CHARGES TO PRIMARY TSDF	ITEM ID	Cost	Unit
5 Gallon Drum	DM5CPOLY DM5STL DM5POLY	6.50	Per Container
8 or 10 Gallon Drum	DM10FIBER	6.50	Per Container
14 to 16 Gallon Drum	DM16CSTL DM16CPOLY DM15POLY DM16CPOLY DM16POLY DM16STL	13.02	Per Container
20 Gallon Drum	DM20POLYR	13.02	Per Container
30 Gallon Drum	DM30STL DM30FIBER DM30CPOLY DM30FIBER DM30CPOLY R DM30POLY	19.54	Per Container
55 Gallon Drum	DM55CSTL DM55FIBER DM55POLY DM55CPOLY DM55STL	19.54	Per Container
85 Gallon Drum	DM85STL	19.54	Per Container
Cubic Yard Box	DMFLEXBN DMFLEXBNR	78.17	Per Container
95 Gallon Drum (Overpack)	DM95POLY	209.95	Per Container

MISCELLANEOUS WASTE MANAGEMENT SERVICES	ITEM ID	HazMat Storage Cost Per Day	Hazardous Court Evidence Cost per Day
5 Gal Drum		0.00	2.71
8/10 Gal Drum		0.00	2.71
14/15 Gal Drum		0.00	2.71
20 Gal Drum		0.00	4.06
30 Gal Drum		0.00	4.06
55 Gal Drum		0.00	4.06
85 Gal Drum		0.00	4.06
1 Cubic Yard Box		0.00	6.77
Roll-off Bin		0.00	10.85
Quarterly Waste Management Report, Cost per Report		0.00	0.00
Certificates of Destruction, Cost per Certificate		0.00	0.00
Other Services, Supplies or Equipment Not Listed		QFA	QFA

SUBCONTRACT SERVICES AND ITEMS MARK-UP			Markup%
TSDF Fees or Services			18.00%
Other Subcontract Services			18.00%
Training			18.00%
Equipment Rentals or Purchases			18.00%
Subcont ract Storage at Licensed TSDF			18.00%

VEHICLES AND TRANSPORTATION EQUIPMENT		Cost	Unit
Utility / Personnel Vehicle	TKPU	18.53	Per Hour
Flatbed Truck / Supply Van		35.09	Per Hour
Semi-Tractor with Flatbed or Van Trailer, 14-18 wheel, 60-80,000		35.09	Per Hour
Dump Truck, 5-15 cu.yd. capacity, Hazardous Waste Rated		42.08	Per Hour
End Dump Truck, 16-24 cu.yd. capacity, Hazardous Waste Rated		56.13	Per Hour
Roll-Off Bin Truck, 40-60,000 lb. GVWR	TRACTROLL	56.13	Per Hour
Roll-Off Tandem Truck, 16-30 cu.yd. 2 bin capacity, HW Rated		56.13	Per Hour
Vacuum Truck, 500-1500 gal. capacity	VACSKID/MIN	25.27	Per Hour
Vacuum Truck, 1500-3000 gal. capacity	TRACTDUMP / VACSJ	42.08	Per Hour
Vacuum Trailer Truck, 3000-6000 gal. capacity	TRACTVAC	61.78	Per Hour
Vacuum Trailer Truck, 2500-6000 gal. capacity, Stainless steel		61.78	Per Hour
High Powered Vacuum Truck/Cusco	VACCUSCO	128.10	Per Hour
Forklift	FORK	30.88	Per Hour
Loader/Backhoe, Case 480E or equivalent	BOBCA	77.18	Per Hour
2 Cubic Yard Sludge Bin with pallet, Hazardous Waste Rated		7.03	Per Hour
Roll-Off Sludge Bin, 10-20 cu.yd. capacity, Haz. Waste Rated		11.22	Per Day
Roll-Off Sludge Bin, 20-40 cu.yd. capacity, Haz. Waste Rated		11.22	Per Day
Roll-Off Vacuum Tank 1500-4000 gal. capacity		350.82	Per Day
15 -20 Foot Tow Trailer		77.18	Per Day
Gas-tight "Coffin" for leaking/damaged hazardous gas cylinders		842.00	Per Day
BoxTruck		308.94	Per Day

PERSONAL PROTECTIVE EQUIPMENT		Rate	Unit
Level "D" PPE	PPED1	15.44	Per Day/Person
Level "C" PPE	PPEC2 / 3	30.37	Per Day/Person
Level "B" PPE	PPEB2 / 3 / 4	124.31	Per Day/Person
Level "A" PPE with SCBA or ALBA	PPEA5	345.31	Per Day/Person

D.O.T. DRUMS, BAGS, AND LINERS		Rate	Unit
5 Gal. Fiber Drum	DM5CPOLY	11.04	Each
5 Gal. Poly Drum	DM5POLY	11.04	Each
5 Gal. Steel Drum	DM5STL	17.95	Each
8 Gal. Poly Drum		22.10	Each
8 Gal. Steel Drum		22.10	Each
10 Gal. Fiber Drum	DM10FIBER	16.56	Each
14 to 16 Gal. Poly Drum	DM16POLY	27.61	Each
14 to 16 Gal Steel Drum	DM16STL	60.76	Each
20 Gal. Fiber Drum		38.67	Each
20 Gal. Poly Drum		37.29	Each
20 Gal. Steel Drum		48.34	Each
30 Gal. Fiber Drum	DM30STL DM30FIBER DM30CPOLY DM30FIBER DM30CPOLY DM30POLY	49.70	Each
30 Gal. Poly Drum	DM30STL DM30FIBER DM30CPOLY DM30FIBER DM30CPOLY R DM30POLY	44.18	Each
30 Gal. Steel Drum	DM30STL DM30FIBER DM30CPOLY DM30FIBER DM30CPOLY R DM30POLY	67.67	Each
55 Gal. Fiber Drum or Copack box	DM55FIBER DM55COPAK	34.52	Each
55 Gal. Poly Drum	DM55POLY	34.52	Each
55 Gal. Steel Drum	DM55STL	46.95	Each
95 Gal. Poly Recovery/Salvage Drum	DM95POLY	209.95	Each
85 Gal. Steel Recovery/Salvage Drum	DM85STL	149.16	Each
Tri-Wall Box (1 cubic yard)	DMFLEXBN	55.25	Each
Drum Bung Plug	DMPLUG	3.46	Each
Drum Lid	DMLINLID	11.04	Each
Drum Ring and Bolt	DMMATL	17.95	Each
Drum Liners, each	LINDRUM	2.06	Each
Roll of Drum Liners, 50 count, per roll		104.97	Each
Asbestos Handling Bags	BAGASBEST	6.89	Each
18 Gal. Disposable Sharps Container		30.89	Each

MISCELLANEOUS SUPPLIES AND EQUIPMENT		Rate	Unit
30 Gallon Plastic Bags		2.06	Each
Reactive Bags, each		1.37	Each
Roll-Off Bin Liners, each		48.34	Each
Sheet Plastic, Visqueen, 20' by 50'		55.25	Each
Sheet Plastic, Visqueen, Roll, 20' by 100', per roll	POLYSHEET	107.73	Each
Flex Hose, 6-inch diameter, per 100 feet		299.78	Each
4 Feet Fluorescent Light Tube Coffin	DM4FIBER	76.87	Each
8 Feet Fluorescent Light Tube Coffin	DM8FIBER	76.87	Each
Pallet	DMPALDOT	12.81	Each
6 Inch Aluminum Pipe Per Feet Per Day		3.85	Each

OPERATIONAL EQUIPMENT		Rate	Unit
Compressor, 10-20 cfm at 100 psi		12.41	Per Hour
Compressor, 150+ cfm at 100 psi		12.41	Per Hour
Drum Crusher		5.51	Per Hour
Extension Cord		1.37	Per Hour
Generator, 2500-5000 watts		12.41	Per Hour
Hydroblaster / Pressure Washer	BLASTER20 BLASTER10	75.97	Per Hour
Jack Hammer		9.66	Per Hour
Lighting, 2500-5000 watts		5.51	Per Hour
Power Saw		6.89	Per Hour
Pneumatic Chipping Hammer		6.89	Per Hour
Rivet Buster		6.89	Per Hour
Chop Saw, metal cutting		6.89	Per Hour
Sawzall		6.89	Per Hour
Skilsaw		8.30	Per Hour
Steam Cleaner		48.34	Per Hour
55 Gallon HEPA Vacuum	VACWET	16.56	Per Hour
Ventilation Blower	BLOWERFAN	16.56	Per Hour
Confined Space Entry Gear		64.06	Per Hour
Decontamination Center, Asbestos		96.66	Per Four Hour
Decontamination Center, Non-Asbestos		96.66	Per Four Hour
Foam Unit		23.47	Per Four Hour
Pump, 1.0-2.90 inch suction diameter		23.47	Per Four Hour
Pump, 3-6 inch suction diameter		23.47	Per Four Hour
Pump, acid compatible		23.47	Per Four Hour
Sand Blaster		48.34	Per Four Hour
Dewatering Bin		160.13	Per Day
Barricades / Traffic Cones		1.37	Per Day

CLEAN-UP SUPPLIES		Rate	Unit
Absorbant Booms, 5"x10'		22.10	Each
Absorbant Booms, 8"x10'		28.98	Each
Absorbant Pillows, 17"x17", Polypropylene		11.04	Each
Absorbant Sheets/Pads, Economy, 17"x19" or 18"x18"		2.78	Each
Absorbant Sheets/Pads, Polypropylene, 17"x19" or 18"x18"		1.37	Each
Absorbant Socks, 3" x 8'		17.26	Each
Acid Neutralizer, 50 lb. bag or drum		11.04	Each
Solvent Absorbant, Carbon-based, 50 lb. bag or drum		13.80	Each
Caustic Neutralizer, 42 lb. bag or drum		15.19	Each
Cement, 94-100 lb. bag		11.73	Each
CKD, Cement Kiln Dust, 1 cu. ft. bag		11.04	Each
Clay Absorbant, 50 lb. bag	SORBCLAY	20.71	Each
Fly Ash, 100 lb. bag		13.80	Each
Formaldehyde Polymerizer		12.41	Each
Pozzalonic Ash, 1 cu. ft. bag		6.89	Each
Pozzalonic Ash, 1 ton		55.25	Each
Sand Bags, empty		3.12	Each
Solid-a-Serb, diatomaceous earth, 25 lb. bag		8.30	Each
Vermiculite, 4 cu. ft. bag	SORBVERM	20.71	Each

MISCELLANEOUS TOOLS, EQUIPMENT, AND MATERIALS		Rate	Unit
Duct Tape, roll		2.78	Each
Ear Plugs, pair		0.05	Each
Eyewash Solution, Buffered, 16 oz. bottle		1.37	Each
Glass Sampling Tubes		2.78	Each
Hazard Tape, roll		2.78	Each
Hazardous Waste Labels	LABELS-HAZ	1.37	Each
HazCat Equipment per test		5.51	Each
Instant Ice Packs		0.70	Each
Rags	RAGS	1.37	Each
Sampling Jars, 8 oz.		1.37	Each
Sampling Jars, 4 oz.		1.37	Each
Shrink Wrap, roll		20.71	Each
Polaroid Camera, per picture		1.37	Each
Safety Blanket		1.37	Each
Air Sampling Pump		37.29	Per Four Hour
Drager Air Pump or equivalent		20.71	Per Four Hour
Four-Gas Detector		30.37	Per Four Hour
Mercury Vapor Analyzer	METER4GAS	30.37	Per Four Hour
Organic Vapor Analyzer, full-size PID-type		30.37	Per Four Hour
OVA, Organic Vapor Analyzer, FID-type		30.37	Per Four Hour
Radiation Detector / Monitor		38.67	Per Four Hour
Safety Harness with Lanyard		8.30	Per Four Hour
Decontamination Materials		8.30	Per Day
Eye Wash Station		2.78	Per Day
Fire Extinguisher, 20 lb. dry chem, ABC-type		2.78	Per Day
Water Cooler		0.00	
Drager Colorimetric Tubes or equivalent		18.00%	% Markup

Other			
Antiviral Sprayer		185.36	Per Day
Antiviral Disinfectant Fogger		47.37	Per Gal
Antiviral Disinfectant Solution		7.82	Per Gal
Sodium Hypochlorite 15%	NEUSODI	23.68	Per Gal

Pricing Conditions

Clean Harbors cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group, but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locations outside of Southern California.

DISASTER RECOVERY SERVICES RATE SCHEDULE DISPOSAL

Waste Type	Profile numbers or Waste Class Codes	5 gal Drum	8/10 gal Drum	15-20 gal. drum	30gal. drum	55gal. drum	85gal. drum	Bulk Cost per unit	Bulk Unit
Acid, Bulked	B22A, 836A, 826A	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Acid, Chromic, Conc>5%	822A	$ 55.70	$ 111.42	$ 111.42	$ 139.24	$ 185.69	$ 268.93	$ 2.21	gallon
Acid, Flam . Liquid	LCCRA, CCRC, LAWSP-0040	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 4.41	gallon
Acid, Flam. Solid	LCCRA	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10		
Acid, HF, Conc>5%	B22F	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 3.90	gallon
Acid, Inorg. Liq.	822A, 836A, B26A	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Acid, Inorg . Sid.	CCS	$ 48.27	$ 96.56	$ 96.56	$ 120.69	$ 160.92	$ 233.33	$ 0.95	pound
Acid, Orgn'c . Liq.	LCCRA	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 4.41	gallon
Acid, Orgn'c Sid.	LCCRA	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 0.95	pound
Acid, Nitric, Conc>20%	B22NC, B22N	$ 72.40	$ 144.85	$ 144.85	$ 181.04	$ 241.38	$ 350.01	$ 2.80	gallon
Acid Solns, Inorg, Conc<1%	826A	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Acid Solns, Inorganic, Non-oxidizer, Cone 1to 5%	826A	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Acid Solns, Inorganic, Non-oxidzr, Cone 5 to20%	836A, CH649624	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Acid Solns, Nitric, 2 to 20%	822N	$ 72.40	$ 144.85	$ 144.85	$ 181.04	$ 241.38	$ 350.01	$ 4.45	gallon
Acid Solns , Nitric, Conc<2%	B22N	$ 72.40	$ 144.85	$ 144.85	$ 181.04	$ 241.38	$ 350.01	$ 1.95	gallon
Acid, Sulfuric, Conc>20%	B22AC, LASTM-0035	$ 55.70	$ 111.42	$ 111.42	$ 139.24	$ 185.69	$ 268.93	$ 4.69	gallon
Aerosol Cans, Corrosive	LCCRQ	$ 86.58	$ 173.16	$ 173.16	$ 216.45	$ 288.60	$ 418.46	$ 1,010.11	Fbin / CYB
Aerosol Cans, Flammable	LCCRQ	$ 86.58	$ 173.16	$ 173.16	$ 216.45	$ 288.60	$ 418.46	$ 1,010.11	Fbin / CYB
Aerosol Cans, Inorg'c Poison	LCCRQ	$ 86.58	$ 173.16	$ 173.16	$ 216.45	$ 288.60	$ 418.46	$ 1,010.11	Fbin / CYB
Aerosol Cans, Org'c Poison	LCCRQ	$ 86.58	$ 173.16	$ 173.16	$ 216.45	$ 288.60	$ 418.46	$ 1,010.11	Fbin / CYB
Alcohols, Flammable	FB1, LAWSP-0014	$ 35.21	$ 48.27	$ 48.27	$ 60.35	$ 80.46	$ 116.68	$ 1.27	gallon
Alcohols, Flam. Poison	FB1	$ 35.21	$ 48.27	$ 48.27	$ 60.35	$ 80.46	$ 116.68	$ 1.27	gallon
Ammunition, Small Arms	A99X, LRCT	N/A	$ 891.30	$ 891.30	N/A	N/A	N/A	$ 8.68	pound
Ammuniton, Special	A99X	QFA	QFA	QFA	QFA	QFA	QFA		
Antifreeze, Reclaimable	835, LACITY-0010, LAPTP-0060, LAWSP-0009	$ 36.69	$ 73.37	$ 73.37	$ 91.71	$ 122.28	$ 177.32	$ 0.61	gallon
Asbestos-Containing Mat'ls	CNIA , LAWSP-0032- need to increase the CPI	$ 44.02	$ 88.04	$ 88.04	$ 110.06	$ 146.74	$ 212.78	$ 0.12	pound
Base, Low-Cone 5olns	826B	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	gallon
Base, High-Cone Solns	822B	$ 55.70	$ 111.42	$ 111.42	$ 139.24	$ 185.69	$ 269.24	$ 3.28	gallon
Base, Flam. Liquid	LCCRB	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 4.41	gallon
Base, Flam. Solid	CCRC	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10		
Base, Inorganic Liquid	B268, B36B, LASTM-9034	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.95	l gallon
Base, Inorganic Solid	CCS	$ 48.27	$ 96.56	$ 96.56	$ 120.69	$ 160.92	$ 233.33	$ 0.95	pound
Base, Organic Liquid	LCCRC, CH1713603	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 4.41	gallon
Base, Organic Solid	LCCRC	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 0.95	pound
Batteries, Lead Acid	LBLA, CH107034	$ 35.21	$ 37.14	$ 37.14	$ 46.42	$ 61.89	$ 89.75	$ 279.01	CYB/pallet
Batteries, Non-Recyclable	CBP	$ 35.21	$ 40.85	$ 40.85	$ 51.05	$ 68.09	$ 98.72		
Batteries, Recyc'ble	LBD, LBD1,LBD2, LDB3, LBLA, lacity-0021	$ 129.97	$ 259.96	$ 259.96	$ 324.96	$ 433.27	$ 628.23		
Batteries, Lithium	LBR, LBRR, DS-BGB-LOS0981, DS-BATT-LS20310	$ 176.39	$ 352.80	$ 352.80	$ 441.01	$ 588.00	$ 852.61		
Caustic, Bulked	B22B,B36B,B26B,CH431033	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 1.56	pound
Cyanide Cmpds, Solid	CA5,CA4,	$ 176.39	$ 352.80	$ 352.80	$ 441.01	$ 588.00	$ 852.61		
Cyanide Solutions, CN<5%	B290, B29	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32	$ 583.37	$ 4.45	gallon
CN Solns, Cone S% to 10%	B290, B29	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32	$ 583.37	$ 4.45	gallon
Cyanide Solns, CN>10%	B290, B29	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32	$ 583.37	$ 4.45	gallon
Cyanide Sludge , CN<5%	B290	$ 176.39	$ 352.80	$ 352.80	$ 441.01	$ 588.00	$ 852.61	$ 1.08	pound
Cyanide Sludge, CN>5%	B290	$ 176.39	$ 352.80	$ 352.80	$ 441.01	$ 588.00	$ 852.61	$ 1.08	pound
Cyanide, w/ Inerts, CN<5%	CA3	$ 176.39	$ 352.80	$ 352.80	$ 441.01	$ 588.00	$ 852.61	$ 1.08	pound
Cyanide, w/ Inerts, CN>5%	CA5, CA4	$ 163.39	$ 326.82	$ 326.82	$ 408.51	$ 544.67	$ 789.78	$ 1.08	pound
Cyanide Cmpds Labpack	LRCTB	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95		
Cyanide Solns Labpack	LRCTB	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95		
Dioxin Prec'sr-No Trtmt Stds	LCCRP	$ 129.97	$ 259.96	$ 259.96	$ 324.96	$ 433.27	$ 628.23	$ 8.91	gallon
Dioxin Prec'sr-w/ Trtmt Stds	LCCRP	$ 129.97	$ 259.96	$ 259.96	$ 324.96	$ 433.27	$ 628.23	$ 8.91	gallon
Drums, Empty, Non-recyc.	D231, D23P	$ 35.21	$ 51.98	$ 51.98	$ 64.99	$ 86.63	$ 125.65	$ 195.66	Fbin / CYB
Drums, Empty, For Recon.	D23	$ 14.67	$ 29.34	$ 29.34	$ 36.69	$ 48.91	$ 70.93		
Drums, Empty, Recyclable	D23, LAWSP-0010, CH2156295	$ 14.67	$ 29.34	$ 29.34	$ 36.69	$ 48.91	$ 70.93		
Flam . Liquid, Labpack	LCCRD, LFBI , LAWSP-0014-LP	$ 139.27	$ 278.53	$ 278.53	$ 348.16	$ 464.21	$ 673.11		
Flammable Liquid, Bulk	FB1, LABSM-0008, LASTM-0015, LASTM-0006, LASTM-9031	$ 35.21	$ 48.27	$ 48.27	$ 60.35	$ 80.46	$ 116.68	$ 1.27	gallon
Flam. Liquid, Poison	D90K	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 1.27	gallon
Flammable Solid	CCRK, FB5, LAWSP-0019, CH34023, LASTM-0021, LASTM- 0060	$ 102.72	$ 205.44	$ 205.44	$ 256.81	$ 342.40	$ 496.49		
Flam. Solid with Asbestos	D92K	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32	$ 583.37		
Fluor. Lites w/ Blsts or Strs	D80½CHB½CH395291,CH309785	$ 73.37	$ 144.85	$ 144.85	$ 181.04	$ 241.38	$ 350.01	$ 1.23	each
Fluor. Light Tubes, Broken	CFL9	$ 220.97	$ 441.93	$ 441.93	$ 552.42	$ 736.56	$ 1,068.00		
Fluor. Light Strt. Tubes	CFL1, CH851070, CH572117, LAPTP-0059	N/A	N/A	N/A	N/A	N/A	N/A	$ 0.22	linear foot
Fluor. Light U-Tubes	CFL2, CH959662, CH472210	N/A	N/A	N/A	N/A	N/A	N/A	$ 1.22	each
Freon for Recycling	LCY2	N/A	N/A	N/A	N/A	N/A	N/A	$ 73.37	medium- CYME
Fuel Gas Cyls, wt<20 lbs.	LCY6, LCYI, LCY3, LCY13, LCY4, LCYMT, LASTM-0055	$ 111.42	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49		
Fuel Gas Cyls, wt>20 lbs.	LCY6, LCYI, LCY3	N/A	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49		
H.1. Discharge Bulbs	CFL4, CFL8, CFL6, CH851082, CH137044, CH2001799,CH959661,CH20(	$ 220.97	$ 441.93	$ 441.93	$ 552.42	$ 736.56	$ 1,068.00		
Isocyanide Compounds	CCC	$ 148.54	$ 297.11	$ 297.11	$ 371.36	$ 495.15	$ 717.98	$ 8.91	gallon
Lead	CCSR	$ 48.27	$ 96.56	$ 96.56	$ 120.69	$ 160.92	$ 233.33		
Liquid Fuels Labpack	LFBI	$ 66.04	$ 132.07	$ 132.07	$ 165.08	$ 220.11	$ 319.17		

Waste Type	Profile numbers or Waste Class Codes	5 gal Drum	8/10 gal Drum	15-20 gal. drum	30gal. drum	55gal. drum	85gal. drum	Bulk Cost per unit	Bulk Unit
Liq/Sludge for Stabilization	CCSS, CH666051	$ 48.27	$ 96.56	$ 96.56	$ 120.69	$ 160.92	$ 233.33	$ 1.95	gallon
Medical/Biohaz's Waste (Human Feces)	D20R, CCRK, D20, LASTM-2222, CH282081	$ 129.97	$ 259.96	$ 259.96	$ 324.96	$ 433.27	$ 628.23		
Incineration	D20X	N/A	N/A	$ 259.96	$ 324.96	N/A	N/A		
DISPOSABLE container for Autoclave	D20AC	N/A	N/A	$ 88.04	N/A	$ 146.74			
Reusable containers for Autoclave	D20					$ 146.76			
Medicines, Liquid	RXHZ, RXNH,	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32			
Medicines, Solid	RXHZ, LACITY-0036	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32			
Mercury Compounds, Bulk	CHG4	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95		
Mercury Cmpds Labpack	LCHG4, LCHG2	$ 538.07	$ 2,641.43	$ 2,641.43	$ 3,301.79	$ 4,402.39	$ 6,383.47		
Mercury-Containing Debris	CHG	$ 538.07	$ 2,054.45	$ 2,054.45	$ 2,568.06	$ 3,424.08	$ 4,964.92		
Mercury LP, Slds & Met. Hg	LCHG4	$57.00/ lb w$522.50 min	QFA	QFA	QFA	QFA	QFA	QFA	
Mercury LP, Recyc'ble	LCHG2, LCHG4, LAPTP-0047	$ 538.07	$ 2,054.45	$ 2,054.45	$ 2,568.06	$ 3,424.08	$ 4,964.92		
Mercury, Metallic, Bulk	CHGI, LCHGI	$57.00/lb w $522.50 min	$57.00/lb w $2565.00 min	$57.00/ lb w $2565.00 min	$57.00/lbw $3206.25 min	$57.00/lb w $4275.00 min			
Meth'l. Chloride, Reclaimable	A11	$ 44.54	$ 89.12	$ 89.12	$ 111.42	$ 148.54	$ 215.38	$ 1.76	gallon
Motor Oil, Bulk, Recyclable	A31, CH1413864, LAWSP-0002	$ 35.21	$ 40.85	$ 40.85	$ 51.05	$ 68.09	$ 98.72	$ 0.74	gallon
Motor Oil, Bulk, Incin/Fuel or other Non-RCRA bulk Liquic	FB1 , LAWSP-0040, CH610122	$ 35.21	$ 48.27	$ 48.27	$ 60.35	$ 80.46	$ 116.68	$ 0.74	gallon
Motor Oil LP, Incin/Fuel	LFBI, LAWSP-0003,LAWSP-0003-4	$ 66.04	$ 132.07	$ 132.07	$ 165.08	$ 220.11	$ 319.17	$ 770.42	Fbin
Non-RCRA Liquid, Bulk for Landfill	CBPS, LAWSP-0027	$ 35.21	$ 51.98	$ 51.98	$ 64.99	$ 86.63	$ 125.65	$ 1.23	gallon
Non-RCRA Liquid, Labpack	LCCRN, LFBI , LLF,	$ 139.27	$ 278.53	$ 278.53	$ 348.16	$ 464.21	$ 673.11	$ 1,624.76	fbin
Non-RCRA Solid	CBP, CCRN, LLF, LACITY- WOOD, LABEY-0014, CH2077547, CH2137015	$ 35.21	$ 59.41	$ 59.41	$ 74.26	$ 99.03	$ 143.60	$0.10 / lb bulk or $558.05/Fbin	Bulk or Fbin
Non-RCRA Solids/Debris	CBP, CNO, lacity-debris , LAPTP-0004, LASTM-0001	$ 35.21	$ 59.41	$ 59.41	$ 74.26	$ 99.03	$ 143.60	$0.10 / lb bulk or $558.05/Fbin	Bulk or Fbin
Non-RCRA Sludges & Liquids	LAWSP-0017, CH516322, LABSM-0006A	$ 35.21	$ 66.84	$ 66.84	$ 83.56	$ 111.42	$ 161.53	$ 1.47	gallon
Non-RCRA Waters & W/0	A32,315549	$ 36.69	$ 73.37	$ 73.37	$ 91.71	$ 122.28	$ 177.32	$ 0.97	gallon
Non-RCRA Waste Oil	A31, FB1	$ 35.21	$ 40.85	$ 40.85	$ 51.05	$ 68.09	$ 98.72	$ 0.74	gallon
Oil Filters	COF, lacity-0014,CH390667, LAPTP-0070-1, LAWSP-0008	$ 35.21	$ 44.54	$ 44.54	$ 55.70	$ 74.26	$ 107.70		
Oil/Water Clarifier Waste	A32, CBPS	$ 36.69	$ 73.37	$ 73.37	$ 91.71	$ 122.28	$ 177.32	$ 0.97	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<2in.	FB2	$ 35.21	$ 66.84	$ 66.84	$ 83.56	$ 111.42	$ 161.53	$ 1.27	gallon
OLPF, BTU>5K/lb, HOC10-20 pH 3 to 11, and Sludge <2in.	A40, LAPTP-2357268	$ 50.15	$ 100.26	$ 100.26	$ 125.32	$ 167.10	$ 242.32	$ 1.56	gallon
OLPF,BTU>SK/lb, HOC>20% pH 3 to 11, and Sludge<2in.	A40	$ 50.15	$ 100.26	$ 100.26	$ 125.32	$ 167.10	$ 242.32	$ 1.56	gallon
OLPF, BTU>l0K/lb, HOC<10 pH 3 to 11, and Sludge<l5in.	FB3	$ 54.30	$ 108.59	$ 108.59	$ 135.73	$ 180.98	$ 262.43	$ 1.76	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge <l5in.	FB3, LASTM-0006, LAWSP-0028	$ 54.30	$ 108.59	$ 108.59	$ 135.73	$ 180.98	$ 262.43	$ 1.76	gallon
OLPF, BTU>lOK/lb, HOC<l0 pH 3 toll, and Sludge >15in.	FB3	$ 54.30	$ 108.59	$ 108.59	$ 135.73	$ 180.98	$ 262.43	$ 1.76	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge>15in.	A40	$ 50.15	$ 100.26	$ 100.26	$ 125.32	$ 167.10	$ 242.32	$ 1.76	gallon
Org'c Liq, BTU>5K/lb , HOCs<10%, pH 3 to 11, Sludge> l5in.	FB2, A40, LACITY-0043	$ 54.30	$ 108.59	$ 108.59	$ 135.73	$ 180.98	$ 262.43	$ 1.76	gallon
Org liq Fuel, Acid, BTU>5K/lb, HOC's<lO,bpH<3, Sludge<2in	CCRC, CCRCF, LAWSP-0040	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 3.47	gallon
Org liq Fuel, Alk., BTU>5K/lb, HOC<lO, pH>ll, Sludge<2in.	CCRC, CCRCF, CH20 84638	$ 139.24	$ 278.53	$ 278.53	$ 348.15	$ 464.21	$ 673.10	$ 3.47	gallon
Organic Peroxide	LRCTO, A99	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Oxidizer, Acidic Liquid	8281	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 4.69	gallon
Oxidizer, Acidic Solid	CAXI, LCCRO	$ 185.69	$ 371.36	$ 371.36	$ 464.21	$ 618.95	$ 897.47		
Oxidizer, Basic Liquid	8281, 828, CH76150	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 4.11	gallon
Oxidizer, Basic Solid	CAXI, LCCRO	$ 185.69	$ 371.36	$ 371.36	$ 464.21	$ 618.95	$ 897.47		
Oxidizer, Inorg, LC Soln	828, 8281, CH1718710	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 4.11	gallon
Oxidizer Labpack	LCCRO	$ 148.54	$ 297.11	$ 297.11	$ 371.36	$ 495.15	$ 717.98		
Oxidizer, Liquid	8281, 828	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 5.41	gallon
Oxidizer, Solid, Lo Conc	CAXI, LCCRO	$ 185.69	$ 371.36	$ 371.36	$ 464.21	$ 618.95	$ 897.47		
Oxidizer, Solid	CAXI, LCCRO	$ 185.69	$ 371.36	$ 371.36	$ 464.21	$ 618.95	$ 897.47		
PCB Compounds	CHSI, DH3,DH4	$ 111.42	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49	$ 8.68	gallon
PCB-Cntng Capers & Sm Trs	CHBI, CHBD	$ 111.42	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49		
PCB-Cntng Flrsct Light Blsts	CHBI, CHBD, LACITY-00 20, CH309785	$ 111.42	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49		
PCB-Cntng Lg Transfrmrs	CHTL, CHTR	N/A	N/A	N/A	N/A	N/A	N/A	$ 1.23	pound
Paint, Bulk Recyc'ble Latex	FB3R	$ 44.02	$ 85.41	$ 85.41	$ 106.76	$ 142.35	$ 206.41	$ 0.39	pound

Waste Type	Profile numbers or Waste Class Codes	5 gal Drum	8/10 gal Drum	15-20 gal. drum	30gal. drum	55gal. drum	85gal. drum	Bulk Cost per unit	Bulk Unit
Paint, Bulk Recyc'ble O-Base	FB2, FB3, LAWSP-0007	$ 35.21	$ 66.84	$ 66.84	$ 83.56	$ 111.42	$ 161.53	$ 0.22	pound
Paint, Bulk Non-Recy OBase	FB3, FB4	$ 54.30	$ 108.59	$ 108.59	$ 135.73	$ 180.98	$ 262.43	$ 0.22	pound
Paint, LP Recyc'ble Latex	LFB3	$ 66.84	$ 133.68	$ 133.68	$ 167.10	$ 222.81	$ 323.09	$ 564.23	Fbin / CYB
Paint, LP Recyc'ble Oil-Base	LPTP, LAPTP-0055	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 564.23	Fbin / CYB
Paint, LP Non-Rec Latex	LPTN	$ 66.84	$ 133.68	$ 133.68	$ 167.10	$ 222.81	$ 323.09	$ 564.23	Fbin / CYB
Paint, LP Non-Recy O-Base	LPTN, LFB3	$ 66.84	$ 133.68	$ 133.68	$ 167.10	$ 222.81	$ 323.09	$ 564.23	Fbin / CYB
Paint, Slds/Sludge for Recyc.	FB4	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61		
Paint, Slds/Sldg, Non-Recy.	FB4, LPTN, CCRK, FB3, LASTM-0007, LASTM-9036	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61		
Perchloroethylene, Recl'ble	A14	$ 37.14	$ 74.26	$ 74.26	$ 92.84	$ 123.79	$ 179.49	$ 1.95	gallon
Poison, Flammable Liquid	D90K, LCCRD, CH1718710, CH334799, lacity-0023	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 1.91	gallon
Poison, Liquid	D90K, LCCRD,	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 1.91	gallon
Poison, Solid	D92K, CCSM, LCCRC, LCCRD, LAPTP-0043A, LACITY-0004	$ 120.69	$ 241.38	$ 241.38	$ 301.73	$ 402.32	$ 583.37	$ 0.90	pound
Rags, for Incineration	FBS, LAPTP-0003	$ 83.56	$ 167.10	$ 167.10	$ 208.89	$ 278.53	$ 403.85	$ 0.85	pound
Rags and Debris	CBP, FBS, CBPR	$ 35.21	$ 59.41	$ 59.41	$ 74.26	$ 99.03	$ 143.60	$ 0.85	pound
Reactive Cpds, Air Reac've	LRCT, A99, LA99H	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Reactive Cpds, Wtr Rctive	LRCT, A99, LA99H	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Reactive Cpds, Wtr R, Corr.	LRCT, A99, LA99H	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Reactive Cpds, Wtr R, Pois.	LRCT, A99, LA99H	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Reactive Cpds Other	LRCT, A99, LA99H	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Solids, Non-regulated or Non RCRA	CSP, CNO, LAFSV-0001, LASTM-0054, CH1693838, LASTM- 9025	$ 35.21	$ 59.41	$ 59.41	$ 74.26	$ 99.03	$ 143.60	$0.10 / lb bulk or $558.05/Fbin	Bulk or Fbin
Solid Fuels, Blendable	FB4, LAWSP-0020	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 0.44	pound
Sid Fuels, BTU>SK, HOC<20	FBS, CCRK	$ 102.12	$ 204.26	$ 204.26	$ 255.30	$ 340.43	$ 493.61	$ 0.44	pound
Slds, Non-Paint, for Repack	CCRK, CCRKS, LASTM-0006	$ 102.72	$ 205.44	$ 205.44	$ 256.81	$ 342.40	$ 496.49	$ 0.85	pound
Smokeless Powder	LRCTD	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48			
Spont'sly Combustible Cpds	LRCTD	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Thorium and Uranium Cpds	Rad	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Trichloroethane, Recl'ble	A12	$ 55.70	$ 111.42	$ 111.42	$ 139.24	$ 185.69	$ 269.24	$ 1.95	gallon
Trichloroethylene, Recl'ble	840	$ 55.70	$ 111.42	$ 111.42	$ 139.24	$ 185.69	$ 269.24	$ 1.95	gallon
Wastewater	B26B, LABSM-0002B8, CH417619	$ 46.42	$ 92.84	$ 92.84	$ 116.04	$ 154.73	$ 224.36	$ 0.99	gallon
Reactive Compressed Gas Cartridges	LRCTQ	$ 445.63	$ 891.30	$ 891.30	$ 1,114.10	$ 1,485.48	$ 2,153.95	$ 8.68	pound
Paint, Bulk Non-Recyc. latex (for Landfill)	CBPS, CNOS, LABSM-0036, LAWSP-0006	$ 35.21	$ 66.84	$ 66.84	$ 83.56	$ 111.42	$ 161.53		
High Hazard Liquid for Direct Feed Incineration	A99DB, CH1933781	2.79/lb w $195.66min charge	2.79/lb w $349.25 min charge	2.79/lb w $349.25 min charge	2.79/lb w $530.24 min charge	2.79/lb w $976.35 min charge	2.79/lb w $1415.61 min charge		
Disinfected Infectious Waste (CH Addded Line)		$ 102.72	$ 184.90	$ 184.90	$ 231.12	$ 308.16			
NON PCB BALLASTS for landfill (line added by CH)	D80L, CH395291	$ 73.37	$ 144.85	$ 144.85	$ 181.04	$ 241.38	$ 350.02		
NON PCB BALLASTS for Reclaim or Incinl	D808, LACITY-0019	$ 111.42	$ 222.81	$ 222.81	$ 278.53	$ 371.36	$ 538.49		
E- waste (CH added)	EEE,CH137054,CH685973	0.49/lb	0.49/ lb	0.49/lb	0.49/lb	0.49/lb	0.49/lb	0.49/lb	pound
Manifest Charge per Manifest (EPA) to								$ 20.59	each
CH/SK facility (CH added line)								cost +18%	each
Low BTU Organic Liquids w < 5k BTU	A22K, A23, LACSW-0001, LASTM-9035, LAPTP-0012, CH466413, LACSW-0001, LACITY-0040K, CH349766, CH702911 , LASTM-0019	$ 58.69	$ 117.39	$ 117.39	$ 146.74	$ 195.66	$ 283.70	$ 1.47	gallon
***Cylinder Pricing According to Manifest Size (Each)**		**CYLE - Lecture**	**CYSM - Small**	**CYME - Medium**	**CYLG - Large**	**CYXL-Extra Large**			
Fuel Gas Cyls	LCY1 Propane Cylinders for Recycling	$16.47	$32.95	$83.41	$208.01	$ 250.24			each
Fuel Gas Cyls	LCY3 Sure Packs / 4B240 "Spud" Cylinders	$32.95	$75.17	$83.41	$208.01	$ 250.24			each
Fuel Gas Cyls	LCY4 Inert or Calibration Gas Cylinders	$66.93	$75.17	$91.65	$166.82	$ 183.30			each
Fuel Gas Cyls	LCY6 Flammable Cylinders	$208.01	$417.06	$625.08	$1,084.37	$ 1,584.86			each
Fuel Gas Cyls	LCY13 Acetylene Cylinders	$99.89	$99.89	$124.60	$266.71	$ 300.70			each

Pricing Conditions

Clean Harbors cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group , but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locations outside of Southern California.

EXHIBIT 22

Senate Bill 854

1. All contractors and subcontractors who bid, or work on a public works project must register with the state and pay an annual fee of $400.00 to the Department of Industrial Relations (DIR). In order to register, contractors must have valid workers compensation insurance; they must not have any outstanding assessments owed to either the state or any other warding body, or to any workers; and they cannot be debarred on any list (either federal, state, or local).

2. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5.

3. No contractor or subcontractor may be awarded a contract on a public works project (awarded on or after April 1, 2015) unless they are registered with the DIR pursuant to Labor Code Section 1725.5.

4. No contractor or subcontractor may work on a contract on a public works project (bid on or after March 1, 2015, or awarded on or after April 1, 2015) unless they are registered with the DIR.

5. An awarding body may not accept a bid or enter into a contract for public works with an unregistered contractor.

6. The DIR maintains a current list of registered contractors at: https://cadir.my.salesforce-sites.com/ContractorSearch

7. While the new law does require that all contractors and subcontractors must furnish electronic certified payroll records (ECPR) directly to the Labor Commissioner's Office, contractors and subcontractors working on City of Los Angeles public works projects (as well as those working for three other select awarding bodies, and projects covered by qualifying project labor agreements) are exempt from this requirement. (Note: Any contractor working on a project for a City department or agency which does not utilize the Bureau of Contract Administration's services *must* submit their payrolls through the state's ECPR system to the Labor Commissioner's Office *and* submit the project to the state for monitoring and enforcement. The new law will apply to any project awarded by a City department for constriction, alteration, installation, demolition, maintenance, or repair.

8. Violation of the requirements mandated by SB 854 will result in any public works contract entered into with any contractor or subcontractor who has not registered being subject to cancellation.

9. A contractor who fails to pay the renewal fee on or before the expiration of the prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for the public work until they are once again registered. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

10. If the renewal fee is paid subsequent to 90 days, the contractor will be eligible to bid on public works projects again only if they pay an additional nonrefundable penalty registration fee in addition to the annual registration fee.

11. Go to https://www.dir.ca.gov/Public-Works/Contractor-Registration.html for information concerning penalty fees for failing to register or renew, late renewal, or repeat violations.

SECOND AMENDMENT TO CONTRACT C-145476

BETWEEN

CITY OF LOS ANGELES

AND

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

FOR

ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES

City of Los Angeles
Department of Public Works

Bureau of Street Services
https://streetsla.lacity.org/

Department of Public Works, Bureau of Street Services
Keith Mozee, Executive Director and General Manager
1149 S. Broadway Street, Suite 400
Los Angeles, CA 90015

SECOND AMENDMENT TO CONTRACT C-145476 ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Second Amendment to Contract No. C-145476 ("AMENDMENT"), made and entered into by and between the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Public Works, hereinafter called the "CITY", and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "CONTRACTOR" or "Clean Harbors," is set forth as follows:

RECITALS

WHEREAS, certain emergency response and recovery work that stems from an emergency or catastrophic incident, such as destructive wildfires in the CITY resulting from extreme weather conditions, may be beyond the capabilities of the CITY's workforce and may also require acquisition of goods and/or services on an emergency basis;

WHEREAS, beginning on January 7, 2025, the CITY and the Los Angeles metropolitan area were impacted by critical fire weather, severe straight-line winds, and catastrophic wildfires ("Wind and Fire Events");

WHEREAS, these unprecedented Wind and Fire Events have caused loss of life and widespread damage and destruction to residential structures, businesses, and public facilities and infrastructure;

WHEREAS, the Wind and Fire Events caused power outages, downed trees, rockslides, and significant debris and prompted numerous evacuation orders and road closures, resulting in impacts to the provision of CITY services, including, but not limited to, utility services, public safety services, and transportation services;

WHEREAS, the Wind and Fire Events have displaced thousands of families, the elderly, vulnerable people, animals, and pets;

WHEREAS, on January 7, 2025, the Mayor of Los Angeles ("Mayor") declared a state of local emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.27 relating to the life-threatening extreme weather and wind conditions that ultimately resulted in wildfires ("January 7 Declaration of Local Emergency");

WHEREAS, also on January 7, 2025, the Governor of the State of California proclaimed a state of emergency in response to the extreme weather conditions and resulting wildfires;

WHEREAS, on January 7, 2025, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed the existence of a local emergency ("Proclamation of Local Emergency") in response to the extreme weather conditions and resulting wildfires;

WHEREAS, on January 8, 2025, the Governor issued Executive Order (EO) N-2-25, which suspended State environmental statutes, rules, regulations, and requirements to expedite debris removal and other fire recovery activities;

WHEREAS, on January 8, 2025, the President of the United States ("President Biden") issued a Major Disaster Declaration in order to support ongoing emergency response efforts and ordered that federal funding be available for such efforts;

WHEREAS, on January 10, 2025, the County Health Officer issued a Declaration of a Local Health Emergency due to the serious health impacts of the January 2025 Windstorm and Critical Fire Events in the County;

WHEREAS, on January 12, 2025, the Governor issued EO N-5-25 to coordinate debris removal and mitigate post-fire hazards and directing the California Governor's Office of Emergency Services ("CalOES") to develop a comprehensive plan for expeditiously removing debris from impacted properties, including the prompt execution of contracts for debris removal services;

WHEREAS, on January 13, 2025, President Biden amended his Major Disaster Declaration and increased to 100 percent the amount of federal funds assistance for total eligible costs for debris removal and emergency protective measures for a specified period of time;

WHEREAS, on January 13, 2025, the Mayor issued an Updated Declaration of Local Emergency (together with the January 7 Declaration of Local Emergency, the "Declaration of Local Emergency") pursuant to LAAC Sections 8.27 and 8.29;

WHEREAS, and as set forth more fully in the Declaration of Local Emergency, it is necessary for the CITY to take immediate steps to continue the provision of public services and restore public services and infrastructure interrupted and/or impacted by the windstorm and Wildfires, and protect life and property;

WHEREAS, even after the fires are fully contained, emergency responses to help support displaced communities and Angelenos will be necessary to continue to protect and preserve the public health and safety of Angelenos across the CITY;

WHEREAS, pursuant to LAAC Section 8.29, the Mayor is the Director of the Emergency Operations Organization and, pursuant to LAAC Section 8.30, may obtain vital supplies and property and may requisition personnel and material as is needed for the protection of the people, and bind the CITY for the fair value thereof;

WHEREAS, on January 14, 2025, the Los Angeles City Council unanimously resolved that there exists a local emergency resulting from the Wind and Fire Events and ratified the Mayor's Declaration of Local Emergency (Council File # 25-0030);

WHEREAS, the City Council further unanimously resolved that competitive bidding restrictions in City Charter Section 371 and LAAC Section 10.15 be suspended for contracts entered into by the CITY with respect to purchases and contracts needed to respond to the declared state of emergency;

WHEREAS, on January 14, 2025, the Board ratified the County Proclamation of Local Emergency and the County Declaration of a Local Health Emergency;

WHEREAS, the CONTRACTOR has experience with providing municipalities with goods and services, and has familiarity with all federal, state, and local laws relating to emergency management, including cost reimbursement requirements under applicable law and FEMA rules and regulations;

WHEREAS, the Wind and Fire Events pose a unique health and public safety concern, and the CITY has need to amend this contract, which was competitively procured, with the CONTRACTOR to facilitate the acquisition of various services and goods as needed as part of the CITY's response to the Local Emergency;

WHEREAS, Clean Harbors is capable, available, and willing to provide disaster recovery services for the Wind and Fire Events.

WHEREAS, Contract No. C-145476 was amended by a First Amendment, effective January 22, 2025, to add disaster recovery services for a one-year term and increase the cost ceiling, which expired on January 21, 2026;

WHEREAS, the Palisades area is still considered to be a contaminated area and continues to require disaster recovery services to ensure public health and safety;

WHEREAS, the CITY has an urgent necessity for the preservation of life, health or property pursuant to Charter Section 371(e)(5) to continue disaster recovery services described under this Second Amendment, inclusive of new street repaving scopes of work in the hazardous Palisades burn area;

WHEREAS, the CITY desires to amend and restate, for a nine (9) month term effective January 22, 2026 to October 22, 2026, the provisions governing Disaster Recovery Services, including the contract term and ceiling, list of subcontractors, applicable sections, exhibits, attachments, and definitions; and

WHEREAS, the CONTRACTOR is willing and able to continue providing such services under the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereby covenant and agree as follows, effective January 22, 2026:

Contract No. C-145476 is amended accordingly:

ATTACHMENT A and EXHIBITS 20, 21, and 22 are hereby amended by deleting them in their entirety and replacing them with the following:

ATTACHMENT A: STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 1/25 [V.2])

Exhibit 20: Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS, dated January 21, 2026
Exhibit 21: DISASTER RECOVERY RATE SCHEDULES
Exhibit 22: Summary of Senate Bill 854 (Prevailing Wage)

ARTICLE 2 - DEFINITIONS is hereby amended to add the following definitions as follows:

DISASTER RECOVERY RATE SCHEDULE	Forms which list the UNIT RATE for items and services provided for the Wind and Fire Events that began on January 7, 2025.
DISASTER RECOVERY SERVICES	CONTRACTOR-provided services specifically related to the Wind and Fire Events that began on January 7, 2025.
OVERTIME RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. Up to four (4) hours worked in excess of eight (8) hours within a DAY on any day of the week, including Saturdays, Sundays, and HOLIDAYS. (Only the hours worked in the performance of this CONTRACT, not the employee's overall schedule, will be utilized to determine if the OVERTIME RATE will be applied.)
PREMIUM RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. All hours worked in excess of twelve (12) hours within a DAY on any DAY of the week, including Saturdays, Sundays, and HOLIDAYS. (Only the hours worked in the performance of this CONTRACT, not the employee's overall schedule, will be utilized to determine if PREMIUM RATE will be applied.)
STANDARD RATE	Definition applicable only to DISASTER RECOVERY SERVICES provided under Section 4.3. First eight (8) hours worked within a DAY on

any day of the week, including Saturdays, Sundays, and HOLIDAYS.

ARTICLE 3 - PROJECT DESCRIPTION is hereby amended to add Section **3.4 DISASTER RECOVERY SERVICES** to read as follows:

3.4 DISASTER RECOVERY SERVICES

CONTRACTOR shall provide DISASTER RECOVERY SERVICES to remove and dispose of hazardous materials and/or other debris, perform damage control and restoration, test mud and soil for hazardous contamination, perform street reconstruction/paving, and other services, as requested by the CITY in response to the Wind and Fire Events, which began on January 7, 2025.

The CONTRACTOR must, in addition to the services specified in the above paragraph, provide all necessary personnel, materials, supplies, supporting documentation and recordkeeping for DISASTER RECOVERY SERVICES routine HAZARDOUS WASTE management. In addition, CONTRACTOR shall make available technical assistance in the HAZARDOUS WASTE management and completion of related documents, including manifests, and Land Disposal Restriction forms (LDRs), and reports.

ARTICLE 4 - RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY THE CONTRACTOR is hereby amended to add Section **4.3 DISASTER RECOVER SERVICES** to read as follows:

4.3 DISASTER RECOVERY SERVICES

Nothing in this Section will serve as a guarantee of a minimum or maximum number of requests for service, a minimum or maximum number of DAYS of operation, or a minimum or maximum quantity of work to be managed by the CONTRACTOR. CONTRACTOR shall provide all services on an as needed basis, 24 hours a DAY on any CALENDAR DAY (365 days a year), as requested by CITY.

Services shall include, but are not limited to the following:

4.3.1 CONTRACTOR shall perform the services described in Article 4.3.10. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services.

4.3.2 CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3.3 Maintenance of Records

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions in their original
form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical
provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g., USB flash drive, at the expiration or termination of this CONTRACT.

4.3.4 Safety Plan

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all APPLICABLE LAWS, building, and construction codes as outlined in Title 8 of the California Code of Regulations (Code), safety and health
regulations in the Code, and all City of Los Angeles Safety Policies (https://personnel.lacity.gov/employee-resources/safety-health.html). The CONTRACTOR shall also comply with CalOSHA's requirements.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the work until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the work.

4.3.5 Contractor State License and Certification Requirements

Throughout the duration of the CONTRACT, the CONTRACTOR shall hold all necessary licenses, including, but not limited to, an effective California Contractor's State License Board Class A - General Engineering Contractor issued License with Certifications in asbestos (ASB Certification) and hazardous substance removal (HAZ Certification). Additionally, CONTRACTOR or SUBCONTRACTOR, depending on which party is performing tree, branch, stump, or root trimming or removal, shall hold an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) Arborist Certificate. The CONTRACTOR further certifies that it will inform the CITY of any suspension, termination, lapses,

non-renewals, or restrictions of its licenses, certificates, or other required documents immediately, but no later than 72 hours after being notified of the same.

All CONTRACTOR and SUBCONTRACTOR personnel performing any type of DISASTER RECOVERY SERVICES shall have appropriate training including, but not limited to, Hazardous Waste Operator training required under the Code of Federal Regulations, Title 29, Part 1910, Section 120. These records shall be retained for a period of no less than five (5) years. The records and certificates will be subject to examination and audit by authorized CITY personnel or CITY representatives at any time. All personnel shall be trained for their job duties and in the use of job equipment and personnel protective equipment, and in recognizing and avoiding exposure to hazards which may occur. All personnel operating heavy equipment such as forklifts, loaders, cranes, backhoes and excavators, and other heavy powered equipment shall be trained and certified in the use of the equipment. A record shall be kept of the completed training including the signature of the person doing the training verifying that all equipment operators have completed the training and have demonstrated satisfactory competence in the use of the equipment.

All costs of maintaining licenses and/or certifications, as specified herein, shall be borne by the CONTRACTOR.

4.3.6 Compensation and Payment

All compensation shall be in accordance with the Labor, Transportation, Equipment and Supplies Rates, as well as Disposal Rates, associated with all DISASTER RECOVERY SERVICES detailed in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES].

4.3.7 PERMIT Status Notification

CONTRACTOR shall immediately notify CITY PROJECT MANAGER of any suspension, termination, lapses, non-renewals, or restrictions of PERMITS or other documents.

4.3.8 Ancillary Equipment Supplies and Services

The CONTRACTOR shall provide ancillary equipment and supplies as the CITY finds necessary for the implementation and optimization of the DISASTER RECOVERY SERVICES. Specific costs and terms shall be negotiated on a case-by-case basis.

4.3.9 Traffic Control

All traffic control in the work area shall conform to the edition of the Work Area Traffic Control Handbook (W.A.T.C.H) in effect at the time of service.

Vehicles and personnel not complying with this requirement shall be ordered to be removed immediately from the area by the CITY and shall not be utilized again for the remainder of the workday.

CONTRACTOR shall coordinate traffic control with all other contractors at service locations at no additional cost to the CITY.

4.3.10 Scope of Services

4.3.10.1 DISASTER RECOVERY SERVICES

CONTRACTOR shall provide DISASTER RECOVERY SERVICES in response to the Wind and Fire Events as determined by the CITY PROJECT MANAGER or designee.

For DISASTER RECOVERY SERVICES, CONTRACTOR shall maintain response capability including personnel, response vehicles, equipment, and supplies as determined by the CITY. All costs to maintain DISASTER RECOVERY SERVICE response capability, as specified herein, shall be borne by the CONTRACTOR. The CONTRACTOR will maintain the capability to perform on-site hazard categorization ("HAZCATTING") of unknown wastes when requested by the CITY at a HAZARDOUS WASTE response site. The CONTRACTOR will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures, removal of materials and/or debris, damage control, restoration, testing for hazardous substances, and/or other recovery services as listed on the Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES]. The CONTRACTOR will maintain in-house or subcontract the capability to perform in-lab testing for hazardous substances in waste samples as requested by CITY. The CONTRACTOR will maintain in-house or subcontract the capability to deploy heavy equipment and operating personnel. The CITY reserves the right to submit to the CONTRACTOR a list of approved SUBCONTRACTORS for use in handling and managing the CITY'S DISASTER RECOVERY SERVICES.

CONTRACTOR or CONTRACTOR'S SUBCONTRACTORS shall provide services listed in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], which include, but is not limited to, the following services upon CITY's request:

1. Debris, mud, and soil collection and removal.
2. Soil and mud testing for hazardous materials or non-natural substances, such as Volatile Organic Compounds (VOCs), lead, Household Hazardous Materials, etc.
3. Debris, mud, and soil disposal.
4. Tree, branch, and stump removals, mulching, and recycling. A Tree Risk Assessment Qualified (TRAQ) certified arborist must oversee the tree removals. A copy of the TRAQ certificate will be required

with the invoice. CONTRACTOR will provide the quantity of the tree removals.

5. Removal, containment, and disposal of hazardous debris, soil, mud, and ash. Contained hazardous materials shall be disposed of at a landfill that will accept the material. CONTRACTOR shall provide dump tickets as supporting documentation of disposed materials.
6. Backfill/remediate, with clean soil as approved by the CITY, locations where hazardous soil or tree stumps have been removed.
7. Installation and removal of K-rails, sandbags, or other items to prevent loss of life or property.
8. Street reconstruction, asphalt, and pavement work.

CONTRACTOR and CONTRACTOR'S SUBCONTRACTORS will track the progress of all work performed, work to be performed under this CONTRACT, and other data, such as when tree removals are scheduled, status of soil testing, final destination of debris, etc., utilizing StreetsLA GIS mobile app.

CONTRACTOR and CONTRACTOR'S SUBCONTRACTORS will take and provide to the CITY before, during, and after photographs for each DISASTER RECOVERY SERVICE performed.

The CITY will provide the service location, type of specialized equipment CONTRACTOR shall need, and type of work CONTRACTOR will be performing.

It is the CONTRACTOR's sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. All vehicles and equipment utilized by CONTRACTOR under this CONTRACT shall clearly display its company name on the exterior.

The CONTRACTOR acknowledges that the requests for DISASTER RECOVERY SERVICE may include service at locations where conditions may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, equipment, vehicles, appliances, safety gear, and personnel with the required expertise and knowledge necessary for completing the service required in the manner and within the time stipulated by the CITY.

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure, including, but not limited to, sidewalks, curbs, streets, and public surrounding areas, or to private property. If such damage occurs, it is the CONTRACTOR'S responsibility to make repairs as agreed between the CITY and the CONTRACTOR

within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

The CONTRACTOR shall meet the requirements specified in Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, Permit No. CAS004004 (and subsequent iterations), Table 5 Required Conditions for Conditionally Exempt Non-Stormwater Discharges: Discharge Category-Street/Sidewalk wash water, details of which can be found at https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/regional_permit.html. All costs of meeting such requirements shall be borne by the CONTRACTOR.

Throughout all phases of the DISASTER RECOVERY SERVICES, the CONTRACTOR shall keep work sites clean and free from rubbish and debris including two (2) feet outside the perimeter of the work site(s). The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or through other means as necessary. Upon completion of the work, the CONTRACTOR shall remove all its tools, materials, vehicles, and other articles from the property of the CITY or public right-of-way.

CONTRATOR shall submit an electronic table in Microsoft Excel and/or other acceptable format to the CITY PROJECT MANAGER on a monthly basis at no additional cost to the CITY.

The Excel table shall include the following information for each DISASTER RECOVERY SERVICE:

A. Date of service
B. Street name
C. Nearest cross street
D. Geographical coordinates (i.e., latitude and longitude to 5 significant figures)
E. Name of CITY staff verifying the service (i.e., Environmental Compliance Inspector)
F. Quantity of items used (K-rails, sandbags, etc.)
G. Any relevant comments
H. Additional information as required by the CITY

Failure to submit this Excel table within three (3) CALENDAR DAYS of completion of the DISASTER RECOVERY SERVICE shall result in invoices for that DISASTER RECOVERY SERVICE being deemed incomplete. Such incomplete invoices will be returned to the CONTRACTOR for completion.

4.3.10.1.2 DISASTER RECOVERY SERVICES Working Hours and HOLIDAYS

The CONTRACTOR'S authorized working hours for DISASTER RECOVERY SERVICES are twenty-four (24) hours a day, Monday through Sunday. The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT.

4.3.10.1.3 Duration

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the DISASTER RECOVERY SERVICES are of the essence. The duration of work performed for a DISASTER RECOVERY SERVICES request shall not exceed one DAY unless pre-authorized by the CITY PROJECT MANAGER. Failure to complete the agreed upon DISASTER RECOVERY SERVICES per the deadline will subject the CONTRACTOR to liquidated damages.

4.3.10.1.4 Liquidated Damages for Late DISASTER RECOVERY SERVICES

CONTRACTOR-caused delays in the DISASTER RECOVERY SERVICES will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. Because the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $300 per each CALENDAR DAY beyond the date of the service request. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each service request.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in DISASTER RECOVERY SERVICES, due to causes not reasonably foreseeable by both parties at the time of the execution of the service request and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, pandemic, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS is hereby amended by deleting it in its entirety and replacing it with the following:

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS

7.1 ROUTINE AND EMERGENCY FIELD SERVICES

This CONTRACT shall be effective November 1, 2023 for a term of five (5) years with two (2) 3-year renewal options at the CITY'S sole discretion, unless terminated as provided under Article 9 [TERMINATION ARTICLE] or extended by a duly approved amendment to this CONTRACT and signed by the parties. In addition to the two (2) 3-year renewal options, the CITY may elect to extend the CONTRACT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this CONTRACT.

The CITY may extend the CONTRACT on a month-to-month basis prior to the end of either the initial 5-year term if the CITY elects not to renew, or the end of the 8 or 11-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 180 DAYS prior to expiration of the CONTRACT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least ninety (90) DAYS after written notice from the terminating party.

The specific term for Amendment No. 2 is January 22, 2026 thru October 22, 2026,

7.2 DISASTER RECOVERY SERVICES - AMENDMENT NO. 2

The term of Section 3.4, Section 4.3, and the DISASTER RECOVERY RATE SCHEDULE, [Exhibit 21] shall be for nine (9) months, effective January 22, 2026, and shall expire on October 22, 2026.

The CONTRACTOR and the CITY have agreed to amend the services and conditions addressed in this AMENDMENT.

Unless otherwise provided, the effective date of this AMENDMENT is January 22, 2026, and this AMENDMENT shall take effect after all of the following events have occurred:

A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

SECTION 11.1 BILLINGS of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended to add Subsection **11.1.3 DISASTER RECOVERY SERVICES** to read as follows:

11.1.3 DISASTER RECOVERY SERVICES
Invoices for all services shall be addressed to:

Name: Rose Karagezyan
Title: Chief Management Analyst
Address: Bureau of Street Services – Financial Management Division
1149 S. Broadway, 4th Floor
Los Angeles, CA 90015
Telephone: (213) 847-2815
Cell Phone: (213) 453-1362
E-mail: rose.karagezyan@lacity.org

11.1.3.1 Invoicing totals shall be the itemized services from current year's DISASTER RECOVERY RATE SCHEDULES [EXHIBIT 21] which shall be at the rates as approved by the CITY PROJECT MANAGER to be charged by the CONTRACTOR.

11.1.3.2 "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR for their services to the CITY pursuant to the DISASTER RECOVERY RATE SCHEDULES [EXHIBIT 21].

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

11.1.3.4 Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Task Order.

11.1.3.5 Hourly Billing Rate is a method of compensation whereby the CONTRACTOR is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES]. The hourly billing rates shall be approved by the CITY PROJECT MANAGER for the CONTRACTOR employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.3.6 Time and Material Billing Rate is applicable to Section 4.3.8 only. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

11.1.3.7 The CITY will not pay for the CONTRACTOR's nor SUBCONTRACTOR'S personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.

SECTION 11.2 - COMPENSATION of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.2 COMPENSATION

Services shall be invoiced and forwarded to the CITY PROJECT MANAGER for Billings and the CITY shall compensate the CONTRACTOR for ROUTINE and EMERGENCY FIELD SERVICES in accordance with Exhibit 17 [RATE SCHEDULES] and for DISASTER RECOVERY SERVICES in accordance with Exhibit 21, including any costs for additional services requested by the CITY. The RATE SCHEDULES as specified in Exhibit 17 and Exhibit 21 are hereby incorporated by reference and made a part of this CONTRACT.

ROUTINE and EMERGENCY FIELD SERVICES and DISASTER RECOVERY SERVICES shall not be combined onto a single invoice and shall be billed separately.

This AMENDMENT increases the CONTRACT ceiling by $7,500,000 for a new total CONTRACT ceiling of $32,500,000 for the initial five-year term, and shall be increased by $8,000,000 for each renewal extension exercised. Additionally, if the CITY extends the CONTRACT on a month-to-month basis, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of eleven percent (11%) of the total CONTRACT ceiling, as specified in Article 7.

A particular volume of business is not guaranteed. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

SUBSECTION 11.3.2 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended to add the following:

11.3.2 CONTRACTOR shall include the following information on invoices for DISASTER RECOVERY SERVICES:

1. Type of debris collected
2. Location and GPS coordinates of debris.
3. If debris was staged prior to disposal, include the staging location, GPS coordinates, and length of time debris was staged.
4. Final disposition of debris or recycled materials, including address location and GPS coordinates.
5. Copies of disposal trip tickets with tonnage amounts.
6. Before, during, and after photograph images of all services provided.

SUBSECTION 11.3.3 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.3.3 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred
in excess of Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES] set forth, whether those costs were incurred during the course of the CONTRACT or as a result of termination.

SUBSECTION 11.3.5 of SECTION 11.3 INVOICING AND PAYMENT of ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

11.3.5 The CONTRACTOR shall submit to the CITY an original invoice for each ROUTINE and EMERGENCY FIELD SERVICE rendered, including copies of all

timesheets and waste tracking through Certificates of Destruction at no additional cost to the CITY.

The CONTRACTOR shall also submit to the CITY an original invoice for each DISASTER RECOVERY SERVICE rendered, including but not limited to, photographs, copies of timesheets, and waste tracking through Certificates of Destruction, and SUBCONTRACTOR invoices at no additional cost to the CITY.

Additionally, any invoices that includes services or items with Quote for All (QFA) rates as listed in Exhibit 17 [RATE SCHEDULES] and Exhibit 21 [DISASTER RECOVERY RATE SCHEDULES], CONTRACTOR must attach a copy of the CITY-approved quote for those services. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of any discrepancies, exceptions, or disputed items. Should an invoice be deemed incomplete, it will be returned to the CONTRACTOR for correction. The CITY shall approve the invoice for payment only after the CITY has received the CONTRACTOR'S corrected invoice. The format of reports and invoices are to be specified in the awarded CONTRACT.

ARTICLE 57 - PREVAILING WAGE is hereby added to read as follows:

ARTICLE 57 - PREVAILING WAGE (SENATE BILL 854)

For services/tasks performed by CONTRACTOR or CONTRACTOR'S SUBCONTRACTORS under Article 4.3 DISASTER RECOVERY SERVICES, CONTRACTOR shall comply with the provisions of the California Labor Code relating to public works wages (Exhibit 22). In compliance with state and federal regulations, construction, alteration, demolition, installation, repair and maintenance work done as part of Disaster Recovery Services or Public Works Services are subject to the payment of prevailing wages. In addition, the requirement for the submission of certified payrolls, and the requirement for utilization of apprentices as mandated by California Labor Code Sections 1720-1815 and the Code of Federal Regulations are in effect.

Therefore, the CONTRACTOR, and any SUBCONTRACTORS, shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with those laws requiring the CONTRACTOR to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rates are established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the State of California, Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4780, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-1922. The federal prevailing wage rates are established by the Federal Department of Labor. The federal prevailing wage rates may be obtained at https://www.worker.gov/prevailing-wage/. If there is a conflict between the state and federal prevailing wage rates, the higher of the two shall apply. For a copy of the federal prevailing wage rates, or for any questions, contact the Bureau of Contract

Administration, Office of Contract Compliance at (213) 847-2662.

Any contract awarded hereunder will require the CONTRACTOR to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the CONTRACTOR to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The CONTRACTOR and all SUBCONTRACTORS shall submit Certified Payroll Records to the Office of Contract Compliance **weekly** using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the CONTRACTOR and all SUBCONTRACTORS shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

The CONTRACTOR, and all SUBCONTRACTORS, shall cooperate in allowing Labor Compliance Section staff access to the project job site for the purpose of conducting worker interviews to ensure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with Section 16432 (d) of the California Code of Regulations.

ARTICLE 58 - DISASTER RECOVERY SERVICES RATIFICATION CLAUSE is hereby added to read as follows:

ARTICLE 58 - DISASTER RECOVERY SERVICES RATIFICATION CLAUSE

Due to the need for DISASTER RECOVERY SERVICES to be provided immediately and on a continuous basis, the CONTRACTOR may have provided services prior to the execution of this AMENDMENT. To the extent that said services were performed in accordance with the terms and conditions of this AMENDMENT, those services are hereby ratified and accepted from January 22, 2026.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this AMENDMENT to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES, a Municipal Corporation By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract. By: _____ Name: Title: Board of Public Works Date: _____ By: _____ Name: Title: Board of Public Works Date: _____	**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.** *Approved Signature Methods: 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign. By: _____ Name: Title: By: _____ Name: Title: Date: _____
APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By: _____ Darrelle Field Deputy City Attorney Date: _____	**ATTEST:** PETTY F. SANTOS, City Clerk By: _____ Name: Deputy City Clerk Date: _____

City Business License Number (BTRC NO.): **0002592039-0001-9**

Internal Revenue Service Taxpayer Identification Number: **04-2698999**

Said Second Amendment of Contract No. **C-145476**.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed 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.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract 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, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California 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 it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Clean Harbors Environmental Services, Inc. Date: 1/30/2026

Agreement/Reference: Routine and Emergency Response Hazardous Waste Management Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 2,000,000

- [x] Waiver of Subrogation in favor of City
- [ ] Longshore & Harbor Workers
- [ ] Jones Act

✓ **General Liability** City of Los Angeles must be named as an additional insured party. 5,000,000

- [x] Products/Completed Operations
- [ ] Sexual Misconduct
- [ ] Fire Legal Liability
- [ ]

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 5,000,000

✓ **Professional Liability** (Errors and Omissions) 5,000,000

Discovery Period 12 months after completion or termination of contract

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

- [ ] All Risk Coverage
- [ ] Flood
- [ ] Earthquake
- [ ] Boiler and Machinery
- [ ] Builder's Risk
- [ ]

✓ **Pollution Liability** 5,000,000

- [x] Contractors pollution liability

✓ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 20,000,000

___ **Crime Insurance**

Other: Submitted to Denny Chen @ PW Street Services

EXHIBIT 20

Clean Harbors Environmental Services
4900 E Victoria Street
Rancho Dominguez, CA 90220

January 21, 2026

Mr. Danny Chen
Bureau of Street Services
1149 S Broadway Street 4th Floor
Los Angeles, CA 90015

Re: Additions to Schedule A for Contract C-145476

Dear Mr. Chen,

In light of the recent events with the Wild Fires in Southern California, for the clean up efforts in supporting Bureau of Street Services there is a request for asphalt and pavement work. Therefore, we would like to add two subcontractors to Schedule A under contract C-145476 between Clean Harbors and The City of Los Angeles Public Works Bureau of Street Services Division to assist in providing Emergency Response services along with clean up activities related to asphalt and pavement work. We request to have the following RAMP subcontractors added:

Excel Paving
All American Asphalt

Please reach out if any additional information is needed.

Sincerely,

Cherylina Jones

Cherylina Jones
Senior Account Manager

cc: Kevin Preston, Vice President District SoCal Central
Javier Manzano, Technical Services District Manager
Mike De La Torre, Field Service District Manager
Marc McReynolds, Senior Vice President US West Region
Jason Morales, Field Service District Sales Manager

PROJECT TITLE: C-145476 **Bureau of Street Services** Routine and Emergency Response Hazardous Waste Field Services (Task B)	
PROPOSER/BIDDER: Clean Harbors Environmental Services	**ADDRESS:** 2500 E Victoria St. Rancho Dominguez, CA 90220
CONTACT PERSON: Cherylina Jones	**PH/EM:** 310-502-8751 / Jones.Cherylina@cleanharbors.com

LIST OF ALL SUBCONTRACTORS/SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR/SUBCONSULTANT	**DESCRIPTION OF WORK OR SUPPLY**	MBE/WBE/ SBE/EBE/ DVBE/OBE/ RAMP ID	**CERTIFICATION AGENCY/ CERTIFICATION NO.**	**DOLLAR VALUE OF SUBCONTRACT**
Ace and Sons 22022 Moneta Ave Carson, CA 90745 310-518-0259	Transportation Services	OBE		$10,000.00
Acrylatex Coatings and Recycling 1001 W Kirkwall Rd Azusa, CA 91702 626-812-0191	Paint Disposal Facility	OBE 63456		$0.00
Action Clean Up Environmental 9144 Rose Street Bellflower, CA 90706 310-864-2418	Hazardous Waste Labor	MBE SBE EBE 98182	DGS 2012538	$200,000.00
All American Asphalt 14490 Edwards Street Westminster, CA 92683 714-230-3840	Asphalt/Paving	OBE 97338		$750,000.00
All Safe 915 Washington Ave Minneapolis MN 55401 612-336-4092	Equipment	OBE		$0.00
Austin Hose 3051 East Maria St Rancho Dominguez, CA 90221 562-436-9088	Equipment	OBE		$15,000.00

Advanced Technology Laboratories 3275 Walnut Ave Signal Hill, CA 90755 800-499-4388	Laboratory	OBE		$0.00
Bradley Tanks (BTI) 3272 Greyhawk Carlsbad, CA 9200 760-642-2712	Transportation Services	OBE 55885		$10,000.00
Brite View Landscaping 17813 Main St Gardena, CA 90248 310-327-8700	Landscape	OBE		$5,000.00
Chempack & Environmental 3721 Karen Ave. Long Beach, CA 90808 (213) 309-4962	Training	MBE SBE EBE	CCA 11004 DGS 43926	$10,000.00
Cirba Solutions 608 E Auto Drive Suite 111 Mesa AZ 800-852-8127	Disposal Facility	OBE 40815		$0.00
Clean Earth 425 Isis Ave. Inglewood, CA 90301 (310) 242-6280	Disposal Facility	OBE 72341		$0.00
CM Industrial 1348 West Gaylord Street Long Beach, CA 90813 (562) 432-7877	Drum and Safety Supplies	MBE 103758	CUCP 37930	$0.00
Cotton Holdings 840 West Sam Houston Houston, TX 77024 877-511-2962	Disposal Facility	OBE 45913		$0.00
Crosby and Overton 1610 W. 17th St., Long Beach, CA 90813 (562) 432-5445	Disposal Facility	OBE 45913		$0.00

Cruz Containers, Inc. 2761 S. Lilac Ave. Bloomington, CA 92316 (909) 562-0580	Materials, shipping containers	MBE 77086	CCA 10043	$250,000.00
Demenno Kerdoon / World Oil 2000 N. Alameda St. Compton, CA 90222 (310) 537-7100	Disposal Facility	OBE 77091		$1,500,000.00
D & S Roofing 1042 Harbor Village Harbor City, CA 90710 (310) 480-3448	General Contractor	OBE		$0.00
Enterprise 17210 S Main st Gardena, CA 90248 310-817-7372	Equipment	OBE 55750		$0.00
Energy Solutions 9125 Rose St Bellflower, CA 90706 562-866-6621	Electrical	OBE 57170		$0.00
Enthalpy Analytical 931 Barkley Ave Orange, CA 92868 714-771-6900	Laboratory	OBE		$0.00
E&A Pallet Co 17021 S Figueroa St Gardena CA 90248 310-327-1292	Equipment	OBE 77087		$0.00
E-Recycling of California 7230 Petterson Lane Paramount, CA 90723 (800) 795-0993	Disposal Facility	OBE 17757		$50,000.00
Evoqua Water Technologies 1441 E Washington Blvd Los Angeles CA 90021 941-359-7930	Disposal Facility	OBE		$0.00

Excel Paving Company 2230 Lemon Ave Long Beach, CA 90806 562-599-5841	Paving	OBE 75518		$750,000.00
GS Brothers Landscaping 20331 South Main Street Carson, CA 90745 310-327-8700	Equipment	OBE		$10,000.00
Greencastle WDF 3301 S Co Rd 150 W Greencastle IN 46135 800-555-3485	Disposal Facility	OBE 208814		$0.00
Hazmat 180 W Monte Ave Rialto, CA 92316 909-873-4141	Disposal Facility	OBE 92380		$0.00
Herc Rentals 5556 Vineland Ave. North Hollywood, CA 91601 (818) 762-9282	Equipment Rental	OBE 47307		$0.00
HMT 8707 Sorensen Ave Santa Fe Springs CA 90670 714-632-7821	Tank Inspection	OBE 200865		$0.00
Interstate Batteries 460 Madera St San Gabriel, CA 91778 (626)282-1445	Disposal Facility	OBE 6896		$0.00
IQ Personnel, Inc. 8039 Painter Ave., Suite 200 Whittier, CA 90602 (562) 698-2800	Temporary staffing	MBE	CCA 10402	$0.00
Kinsbursky Brothers Inc. 125 E. Commercial St. A Anaheim, CA 92801 (714) 738-8516	Disposal Facility	OBE 71756		$50,000.00

Kleen Sweep Parking Lot Services 966 West 223rd ST Torrance, CA 90502 310-328-8150	Equipment	OBE		$15,000.00
Lighting Resources 805 E Francis St Ontario CA 91781 909-923-7252	Disposal Facility	OBE 49376		$0.00
Mariposa Landscape 6232 Santos Diaz St Irwindale, CA 91702 626-960-0196	Landscape	MBE 37858		$0.00
Ocean Blue Environmental Services, Inc. 925 W. Esther St., Long Beach, CA 90813, (562) 624-4120	Labor and Equipment	WBE 658		$200,000.00
Paramount Resource Recycling 7230 Petterson Ln Paramount, CA 90723 (562) 602-6505	Disposal Facility	OBE		$50,000.00
PDQ Rentals 10826 Shoemaker Ave Santa Fe Springs, CA 9670 (562) 944-3206	Equipment Rental	OBE 106270		$50,000.00
Pinnacle Disposal & Environmental Services Inc. PO Box 2281 Irwindale, CA 91760 (626) 480-1305	Trash hauling and disposal	OBE 99564		$0.00
Phibro- Tech Inc. 8851 Dice Road Santa Fe Springs, CA 90670 (562) 698-8036	Disposal Facility	OBE 99983		$50,000.00
Philotechnics, LTD 201 Renovare Oak Ridge, TN 37830 (865) 483-1551	Disposal Facility	OBE 71749		$50,000.00

Perimeter Security Systems 1482 Callens Rd Ventura CA 93003 805-644-5482	Security	OBE 45770		$0.00
Rust & Sons Trucking 15353 Old Highway 80 El Cajon, CA 92021 619-443-6193	Transportation Services	OBE 85915		$10,000.00
Southwest Processors Inc. 4120 Bandini Blvd. Vernon, CA 90058 (800) 900-3366	Disposal Facility	OBE 107336		$0.00
Sulliano Corporation 6480 York Mountain Road Templeton, CA 93465 (805) 237-1026	General Contractor	OBE 107321		$0.00
Sunbelt Rentals 14861 Artesia Blvd. La Mirada, CA 90638 (714) 923-1890	Equipment Rental	OBE 33903		$0.00
Superior Awning 14555 Titus St Van Nuys CA 91402 818-780-7200	Awnings	OBE 101819		$0.00
Total Equipment Rental, Inc. 2828 E. Spring St. Long Beach, CA 90806 (562) 595-6555	Equipment Rental	WBE 40958		$0.00
Traffic Management 2435 Lemon Ave Signal Hill, CA 90755 562-595-4278	Traffic Control	MBE 81691		$25,000.00
United Rentals Trench Safety 2020 West Pacific Coast Hwy Long Beach, CA 90810 562-432-5158	Equipment Rental	OBE		$25,000.00

United Pumping Services 14000 E. Valley Boulevard City of Industry, CA 91746 (951) 427-3715	Transportation Services	MBE 7163	CCA 624	$50,000.00
Veolia 5736 W Jefferson Phoenix, AZ 85034	Disposal Facility	OBE 40815		$0.00
Vortex Industries 20 Odyssey Irvine CA 92618 800-498-6783	Door repair/installation	OBE 32245		$0.00
Waste Connections of CA 3 Waterway Square Place The Woodlands, TX 77380 832-442-2200	Disposal	OBE 24352		$0.00
West Coast Environmental Solution 2683 Lime Ave. Garden Grove, CA 92845 562-448-9510	General Contractor	OBE 44194		$0.00
West Coast Sand & Gravel 7312 Orangethorpe Buena Park, CA 90621 714-522-0282	General Contractor	OBE		$50,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

	Total Dollars	Total % Pledged
TOTAL MBE AMOUNT	$535,000.00	1.65%
TOTAL WBE AMOUNT	$200,000.00	0.62%
TOTAL SBE AMOUNT	$210,000.00	0.65%
TOTAL EBE AMOUNT	$210,000.00	0.65%
TOTAL DVBE AMOUNT	$0.00	0.00%
TOTAL OBE AMOUNT	$3,450,000.00	10.62%
BASE BID AMOUNT	$32,500,000.00	

Cherylina Jones

Signature of Person Completing this Form
Cherylina Jones

Printed Name of Person Completing this Form
Senior Account Manager 1/21/26

Title Date

This base proposed amount is the anticipated contract value for the 5-year term.

EXHIBIT 21
DISASTER RECOVERY RATE SCHEDULE

Contract C-145476
EFFECTIVE January 22, 2026

TASK B - Labor, Transportation, Equipment and Supplies Rates
These rates apply to all Disaster Recovery Services

LABOR RATES JOB POSITION DESCRIPTION PER ARTICLE 57 PREVAILING WAGE RATES	ITEM ID	COST PER HOUR	OVERTIME COST PER HOUR	DOUBLETIME COST PER HOUR	FRINGE/ MARK UP
Project Manager / Foreman / Project Supervisor	PFOR12	106.60	143.86	175.95	39.49
Supervising Technician	PFTL	106.60	143.86	175.95	39.49
Heavy Equipment Operator	PEOSS	130.15	175.95	215.28	47.98
Environmental Technician / Field Technician	PFT	106.60	143.86	175.95	39.49
Driver	PDRTD12	106.60	137.13	163.53	48.82

LABOR RATES JOB POSITION DESCRIPTION NON-PREVAILING WAGE RATE	ITEM ID	COST PER HOUR	OVERTIME COST PER HOUR
Prevailing Wage Admin	PWADMIN	32.34	N/A

UNIT COST TRANSPORTATION CHARGES TO PRIMARY			Unit
5 Gallon Drum	DM5CPOLY,	6.72	Per Container
8 or 10 Gallon Drum	DM10FIBER	6.72	Per Container
14 to 16 Gallon Drum	DM16CSTL,	13.47	Per Container
20 Gallon Drum	DM20POLYR,	13.47	Per Container
30 Gallon Drum	DM30STL,	20.22	Per Container
55 Gallon Drum	DM55CSTL,	20.22	Per Container
85 Gallon Drum	DM85STL	20.22	Per Container
Cubic Yard Box	DMFLEXBN,	80.90	Per Container
95 Gallon Drum (Overpack)	DM95POLY	217.29	Per Container
OTHER			

Miscellaneous Waste Management Services	ITEM ID	HazMat Storage Cost Per Day	Hazardous Court Evidence Cost per Day
5 Gal Drum		0.00	2.80
8/10 Gal Drum		0.00	2.80
14/15 Gal Drum		0.00	2.80
20 Gal Drum		0.00	4.20
30 Gal Drum		0.00	4.20

55 Gal Drum		0.00	4.20
85 Gal Drum		0.00	4.20
1 Cubic Yard Box		0.00	7.00
Roll-off Bin		0.00	11.22
Quarterly Waste Management Report, Cost per Report		0.00	0.00
Certificates of Destruction, Cost per Certificate		0.00	0.00
Other Services, Supplies or Equipment Not Listed		QFA	QFA

Subcontract Services and Items M ark-Up			**Markup%**
TSDF Fees or Services			18.00%
Other Subcontract Services			18.00%
Training			18.00%
Equipment Rentals or Purchases			18.00%
Subcont ract Storage at Licensed TSDF			18.00%

VEHICLES AND TRANSPORTATION EQUIPMENT			
Utility /Personnel Vehicle	TKPU	19.17	Per Hour
Flatbed Truck/Supply Van		36.31	Per Hour
Semi-Tractor with Flatbed or Van Trailer, 14-18 wheel, 60-80,000		36.31	Per Hour
Dump Truck, 5-15 cu.yd. capacity, Hazardous Waste Rated		43.55	Per Hour
End Dump Truck, 16-24 cu.yd. capacity, Hazardous Waste Rated		58.09	Per Hour
Roll - Off Bin Truck, 40-60,000 lb. GVWR	TRACTROLL	58.09	Per Hour
Roll-Off Tandem Truck, 16-30 cu.yd . 2 bin capacity, HW Rated		58.09	Per Hour
Vacuum Truck, 500-1500 gal. capacity	VACSKID/MIN	26.15	Per Hour
Vacuum Truck, 1500-3000 gal. capacity	TRACTDUMP	43.55	Per Hour
Vacuum Trailer Truck, 3000-6000 gal. capacity	TRACTVAC	63.94	Per Hour
Vacuum Trailer Truck, 2500-6000 gal. capacity, Stainless steel		63.94	Per Hour
High Powered Vacuum Truck/Cusco	VACCUSCO	132.58	Per Hour
Forklift	FORK	31.96	Per Hour
Loader/Backhoe, Case 480E or equivalent	BOBCA	79.88	Per Hour
2 Cubic Yard Sludge Bin with pallet, Hazardous Waste Rated		7.27	Per Hour
Roll-Off Sludge Bin, 10-20 cu.yd. capacity, Haz. Waste Rated		11.61	Per Day
Roll-Off Sludge Bin, 20-40 cu.yd. capacity, Haz. Waste Rated		11.61	Per Day
Roll-Off Vacuum Tank 1500-4000 gal. capacity		363.09	Per Day
15 -20 Foot Tow Trailer		79.88	Per Day
Gas-tight "Coffin" for leaking/damaged hazardous gas cylinders		871.47	Per Day
BoxTruck		319.75	Per Day

PERSONAL PROTECTIVE EQUIPMENT			**Unit**
Level "D" PPE	PPED1	15.98	Per Day, Per
Level "C" PPE	PPEC2/3	31.43	Per Day, Per
Level "B" PPE	PPEB2/3/4	128.66	Per Day, Per
Level "A" PPE w ith SCBA or ALBA	PPEA5	357.39	Per Day, Per

D.O.T . DRUMS, BAGS, AND LINERS			Unit
5 Gal. Fiber Drum	DM5CPOLY	11.42	Each
5 Gal. Poly Drum	DM5POLY	11.42	Each
5 Gal. Steel Drum	DM5STL	18.57	Each
8 Gal. Poly Drum		22.87	Each
8 Gal. Steel Drum		22.87	Each
10 Gal. Fiber Drum	DM10FIBER	17.13	Each
14 to 16 Gal. Poly Drum	DM16POLY	28.57	Each

14 to 16 Gal Steel Drum	DM16STL	62.88	Each
20 Gal. Fiber Drum		40.02	Each
20 Gal. Poly Drum		38.59	Each
20 Gal. Steel Drum		50.03	Each
30 Gal. Fiber Drum	DM30STL,	51.43	Each
30 Gal. Poly Drum	DM30STL,	45.72	Each
30 Gal. Steel Drum	DM30STL,	70.03	Each
55 Gal. Fiber Drum or Copack box	DM55FIBER,	35.72	Each
55 Gal. Poly Drum	DM55POLY	35.72	Each
55 Gal. Steel Drum	DM55STL	48.59	Each
95 Gal. Poly Recovery/Salvage Drum	DM95POLY	217.29	Each
85 Gal. Steel Recovery/Salvage Drum	DM85STL	154.38	Each
Tri-Wall Box (1 cubic yard}	DMFLEXBN	57.18	Each
Drum Bung Plug	DMPLUG	3.58	Each
Drum Lid	DMLINLID	11.42	Each
Drum Ring and Bolt	DMMATL	18.57	Each
D.O.T. DRUMS, BAGS, AND LINERS Continued			**Unit**
Drum Liners, each	LINDRUM	2.13	Each
Roll of Drum Liners, 50 count, per roll		108.64	Each
Asbestos Handling Bags	BAGASBEST	7.13	Each
18 Gal. Disposable Sharps Container		31.97	Each

MISC SUPPLIES AND EUIPMENT			**Unit**
30 Gallon Plastic Bags		2.13	Each
Reactive Bags, each		1.41	Each
Roll-Off Bin Liners, each		50.03	Each
Sheet Plastic, Visqueen, 20' by 50'		57.18	Each
Sheet Plastic, Visqueen, Roll, 20' by 100', per roll	POLYSHEET	111.50	Each
Flex Hose, 6-inch diameter, per 100 feet		310.27	Each
4 Feet Fluorescent Light Tube Coffin	DM4FIBER	79.56	Each
8 Feet Fluorescent Light Tube Coffin	DM8FIBER	79.56	Each
Pallet	DMPALDOT	13.25	Each
6 Inch Aluminum Pipe Per Feet Per Day		3.98	Each

OPERATIONAL EQUIPMENT			**Unit**
Compressor, 10-20 cfm at 100 psi		12.84	Per Hour
Compressor, 150+ cfm at 100 psi		12.84	Per Hour
Drum Crusher		5.70	Per Hour
Extension Cord		1.41	Per Hour
Generator, 2500-5000 watts		12.84	Per Hour
Hydroblaster / Pressure Washer	BLASTER20, BLASTER10	78.62	Per Hour
Jack Hammer		9.99	Per Hour
Lighting, 2500-5000 watts		5.70	Per Hour
Power Saw		7.13	Per Hour
Pneumatic Chipping Hammer		7.13	Per Hour
Rivet Buster		7.13	Per Hour
Chop Saw, metal cutting		7.13	Per Hour
Sawzall		7.13	Per Hour
Skilsaw		8.59	Per Hour
Steam Cleaner		50.03	Per Hour
55 Gallon HEPA Vacuum	VACWET	17.13	Per Hour

Ventilation Blower	BLOWERFAN	17.13	Per Hour
Confined Space Entry Gear		66.30	Per Hour
Decontamination Center, Asbestos		100.04	Per Four Hour
Decontamination Center, Non-Asbestos		100.04	Per Four Hour
Foam Unit		24.29	Per Four Hour
Pump, 1.0-2.90 inch suction diameter		24.29	Per Four Hour
Pump, 3-6 inch suction diameter		24.29	Per Four Hour
Pump, acid compatible		24.29	Per Four Hour
Sand Blaster		50.03	Per Four Hour
Dewatering Bin		165.73	Per Day
Barricades/ Traffic Cones		1.41	Per Day

CLEAN-UP SUPPLIES			**Unit**
Absorbant Booms, 5"x10'		22.87	Each
Absorbant Booms, 8"x10'		29.99	Each
Absorbant Pillows, 17"x17" , Polypropylene		11.42	Each
Absorbant Sheets/Pads, Economy, 17"x19" or 18"x18"		2.87	Each
Absorbant Sheets/Pads, Polypropylene, 17"x19" or 18"x18"		1.41	Each
Absorbant Socks, 3"x 8'		17.86	Each
Acid Neutralizer, 50 lb. bag or drum		11.42	Each
Solvent Adsorbant, Carbon-based, 50 lb. bag or drum		14.28	Each
Caustic Neutralizer, 42 lb. bag or drum		15.72	Each
Cement, 94-100 lb. bag		12.14	Each
CKD, Cement Kiln Dust, 1 cu. ft. bag		11.42	Each
Clay Absorbant , 50 lb. bag	SORBCLAY	21.43	Each
Fly Ash, 100 lb. bag		14.28	Each
Formaldehyde Polymerizer		12.84	Each
Pozzalonic Ash, 1 cu. ft. bag		7.13	Each
Pozzalonic Ash, 1 ton		57.18	Each
Sand Bags, empty		3.22	Each
Solid-a-Serb, diatomaceous earth, 25 lb. bag		8.59	Each
Vermiculite , **4** cu. ft. bag	SORBVERM	21.43	Each

M ISC. TOOLS, EQUIPMENT, AND MATERIALS			**Unit**
Duct Tape, roll		2.87	Each
Ear Plugs, pair		0.05	Each
Eyewash Solution, Buffered, 16 oz. bottle		1.41	Each
Glass Sampling Tubes		2.87	Each
Hazard Tape, roll		2.87	Each
Hazardous Waste Labels	LABELS-HAZ	1.41	Each
HazCat Equipment per test		5.70	Each
Instant Ice Packs		0.72	Each
Rags	RAGS	1.41	Each
Sampl ing Jars, 8 oz.		1.41	Each
Sampling Jars, 4 oz.		1.41	Each
Shrink Wrap, roll		21.43	Each
Polaroid Camera, per picture		1.41	Each
Safety Blanket		1.41	Each
Air Sampling Pump		38.59	Per Four Hour
Drager Air Pump or equivalent		21.43	Per Four Hour
Four-Gas Detector		31.43	Per Four Hour
Mercury Vapor Analyzer	METER4GAS	31.43	Per Four Hour
Organic Vapor Analyzer, full-size PID-type		31.43	Per Four Hour
OVA, Organ ic Vapor Analyzer , FID-type		31.43	Per Four Hour

Radiation Detector/Monitor		40.02	Per Fou r Hour
Safety Harness with Lanyard		8.59	Per Four Hour
Decontamination Materials		8.59	Per Day
Eye Wash Station		2.87	Per Day
Fire Extinguisher, 20 lb. dry chem, ABC-type		2.87	Per Day
Water Cooler		0.00	
Drager Colorimetric Tubes or equivalent,		18.00%	% Markup

Other			
Antiviral Sprayer		191.84	Per Day
Antiviral Disinfectant Fogger		49.02	Per Gal
Antiviral Disinfectant Solution		8.09	Per Gal
Sodium Hypochlorite 15%	NEUSODI	24.50	Per Gal

Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group, but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locations outside of Southern California.

TASK B - SCHEDULED & EMERGENCY DISPOSAL
RATES

Waste Type	Profile numbers or Waste Class Codes	5 gal Drum	8/10 gal Drum	15-20 gal. drum	30gal. drum	55gal. drum	85gal. drum	Bulk Cost per unit	Bulk Unit
Acid, Bulked	B22A, 836A, 826A,	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Acid, Chromic, Conc>5%	822A	$ 57.64	$ 115.31	$ 115.31	$ 144.11	$ 192.18	$ 278.34	$ 2.28	gallon
Acid, Flam . Liquid	LCCRA, CCRC, LAWSP-0040	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 4.56	gallon
Acid, Flam. Solid	LCCRA	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65		
Acid, HF, Conc>5%	B22F	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 4.03	gallon
Acid, Inorg. Liq.	822A, 836A, B26A,	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Acid, Inorg . Sid.	CCS	$ 49.95	$ 99.93	$ 99.93	$ 124.91	$ 166.55	$ 241.49	$ 0.98	pound
Acid, Orgn'c . Liq.	LCCRA	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 4.56	gallon
Acid, Orgn'c Sid.	LCCRA	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 0.98	pound
Acid, Nitric, Conc>20%	B22NC, B22N,	$ 74.93	$ 149.91	$ 149.91	$ 187.37	$ 249.82	$ 362.26	$ 2.89	gallon
Acid Solns, Inorg, Conc<1%	826A	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Acid Solns, Inorganic, Non-oxidizer, Cone 1to 5%	826A	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Acid Solns, Inorganic, Non-oxidzr, Cone 5 to20%	836A, CH649624	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Acid Solns, Nitric, 2 to 20%	822N	$ 74.93	$ 149.91	$ 149.91	$ 187.37	$ 249.82	$ 362.26	$ 4.60	gallon
Acid Solns , Nitric, Conc<2%	B22N	$ 74.93	$ 149.91	$ 149.91	$ 187.37	$ 249.82	$ 362.26	$ 2.01	gallon
Acid, Sulfuric, Conc>20%	B22AC, LASTM-0035	$ 57.64	$ 115.31	$ 115.31	$ 144.11	$ 192.18	$ 278.34	$ 4.85	gallon
Aerosol Cans, Corrosive	LCCRQ	$ 89.61	$ 179.22	$ 179.22	$ 224.02	$ 298.70	$ 433.10	$ 1,045.46	FBIN/CYB
Aerosol Cans, Flammable	LCCRQ	$ 89.61	$ 179.22	$ 179.22	$ 224.02	$ 298.70	$ 433.10	$ 1,045.46	FBIN/CYB
Aerosol Cans, Inorg'c Poison	LCCRQ	$ 89.61	$ 179.22	$ 179.22	$ 224.02	$ 298.70	$ 433.10	$ 1,045.46	FBIN/CYB
Aerosol Cans, Org'c Poison	LCCRQ	$ 89.61	$ 179.22	$ 179.22	$ 224.02	$ 298.70	$ 433.10	$ 1,045.46	FBIN/CYB
Alcohols, Flammable	FB1, LAWSP-0014	$ 36.44	$ 49.95	$ 49.95	$ 62.46	$ 83.27	$ 120.76	$ 1.31	gallon
Alcohols, Flam. Poison	FB1	$ 36.44	$ 49.95	$ 49.95	$ 62.46	$ 83.27	$ 120.76	$ 1.31	gallon
Ammunition, Small Arms	A99X, LRCT,	N/A	$ 922.49	$ 922.49	N/A	N/A	N/A	$ 8.98	pound
Ammuniton, Special	A99X	N/A	N/A	N/A	N/A	N/A	N/A		
Antifreeze, Reclaimable	835, LACITY-0010, LAPTP-0060, LAWSP-0009	$ 37.97	$ 75.93	$ 75.93	$ 94.91	$ 126.55	$ 183.52	$ 0.63	gallon
Asbestos-Containing Mat'ls	CNIA , LAWSP-0032- need to increase the CPI	$ 45.56	$ 91.12	$ 91.12	$ 113.91	$ 151.87	$ 220.22	$ 0.12	pound
Base, Low-Cone Solns	826B	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	gallon
Base, High-Cone Solns	822B	$ 57.64	$ 115.31	$ 115.31	$ 144.11	$ 192.18	$ 278.66	$ 3.39	gallon
Base, Flam. Liquid	LCCRB	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 4.56	gallon
Base, Flam. Solid	CCRC	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65		
Base, Inorganic Liquid	B268, B36B, LASTM-9034	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 2.01	I gallon
Base, Inorganic Solid	CCS	$ 49.95	$ 99.93	$ 99.93	$ 124.91	$ 166.55	$ 241.49	$ 0.98	pound
Base, Organic Liquid	LCCRC, CH1713603	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 4.56	gallon
Base, Organic Solid	LCCRC	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 0.98	pound
Batteries, Lead Acid	LBLA, CH107034	$ 36.44	$ 38.43	$ 38.43	$ 48.04	$ 64.05	$ 92.89	$ 288.77	FBIN/CYB
Batteries, Non-Recyclable	CBP	$ 36.44	$ 42.27	$ 42.27	$ 52.83	$ 70.47	$ 102.17		
Batteries, Recyc'ble	LBD, LBD1,LBD2, LDB3, LBLA, lacity-0021	$ 134.51	$ 269.05	$ 269.05	$ 336.33	$ 448.43	$ 650.21		
Batteries, Lithium	LBR, LBRR, DS-BGB-LOS0981, DS-BATT-LS20310	$ 182.56	$ 365.14	$ 365.14	$ 456.44	$ 608.58	$ 882.45		
Caustic, Bulked	B22B,B36B,B26B,CH431033	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 1.61	pound
Cyanide Cmpds, Solid	CA5,CA4,	$ 182.56	$ 365.14	$ 365.14	$ 456.44	$ 608.58	$ 882.45		
Cyanide Solutions, CN<5%	B290, B29,	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	$ 603.78	$ 4.60	gallon
CN Solns, Cone S% to 10%	B290, B29,	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	$ 603.78	$ 4.60	gallon
Cyanide Solns, CN>10%	B290, B29,	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	$ 603.78	$ 4.60	gallon
Cyanide Sludge , CN<5%	B290	$ 182.56	$ 365.14	$ 365.14	$ 456.44	$ 608.58	$ 882.45	$ 1.11	pound
Cyanide Sludge, CN>5%	B290	$ 182.56	$ 365.14	$ 365.14	$ 456.44	$ 608.58	$ 882.45	$ 1.11	pound
Cyanide, w/ Inerts, CN<5%	CA3	$ 182.56	$ 365.14	$ 365.14	$ 456.44	$ 608.58	$ 882.45	$ 1.11	pound
Cyanide, w/ Inerts, CN>5%	CA5, CA4,	$ 169.10	$ 338.25	$ 338.25	$ 422.80	$ 563.73	$ 817.42	$ 1.11	pound
Cyanide Cmpds Labpack	LRCTB	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33		
Cyanide Solns Labpack	LRCTB	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33		
Dioxin Prec'sr-No Trtmt Stds	LCCRP	$ 134.51	$ 269.05	$ 269.05	$ 336.33	$ 448.43	$ 650.21	$ 9.22	gallon
Dioxin Prec'sr-w/ Trtmt Stds	LCCRP	$ 134.51	$ 269.05	$ 269.05	$ 336.33	$ 448.43	$ 650.21	$ 9.22	gallon
Drums, Empty, Non-recyc.	D231, D23P,	$ 36.44	$ 53.79	$ 53.79	$ 67.26	$ 89.66	$ 130.04	$ 202.50	FBIN/CYB
Drums, Empty, For Recon.	D23	$ 15.18	$ 30.36	$ 30.36	$ 37.97	$ 50.62	$ 73.41		
Drums, Empty, Recyclable	D23, LAWSP-0010, CH2156295	$ 15.18	$ 30.36	$ 30.36	$ 37.97	$ 50.62	$ 73.41		
Flam . Liquid, Labpack	LCCRD, LFBI , LAWSP-0014-LP	$ 144.14	$ 288.27	$ 288.27	$ 360.34	$ 480.45	$ 696.66		
Flammable Liquid, Bulk	FB1, LABSM-0008, LASTM-0015, LASTM-0006, LASTM-9031	$ 36.44	$ 49.95	$ 49.95	$ 62.46	$ 83.27	$ 120.76	$ 1.31	gallon
Flam. Liquid, Poison	D90K	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 1.31	gallon
Flammable Solid	CCRK, FB5, LAWSP-0019, CH34023, LASTM-0021, LASTM- 0060	$ 106.31	$ 212.63	$ 212.63	$ 265.79	$ 354.38	$ 513.86		
Flam. Solid with Asbestos	D92K	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	$ 603.78		
Fluor . Lites w/ Blsts or Strs	D80½CHB½CH395291,CH309785	$ 75.93	$ 149.91	$ 149.91	$ 187.37	$ 249.82	$ 362.26	$ 1.27	each
Fluor. Light Tubes, Broken	CFL9	$ 228.70	$ 457.39	$ 457.39	$ 571.75	$ 762.33	$ 1,105.38		
Fluor. Light Strt. Tubes	CFL1, CH851070, CH572117, LAPTP-0059	N/A	N/A	N/A	N/A	N/A	N/A	$ 0.22	linear foot
Fluor. Light U-Tubes	CFL2, CH959662, CH472210	N/A	N/A	N/A	N/A	N/A	N/A	$ 1.26	each
Freon for Recycling	LCY2	N/A	N/A	N/A	N/A	N/A	N/A	$ 75.93	small- CYSM medium- CYME lecture-CYLE

Fuel Gas Cyls, wt<20 lbs.	LCY6, LCYI, LCY3, LCY13, LCY4, LCYMT, LASTM-0055	$ 115.31	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33		
Fuel Gas Cyls, wt>20 lbs.	LCY6, LCYI, LCY3,	N/A	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33		
H.1. Discharge Bulbs	CFL4, CFL8, CFL6, CH851082, CH137044, CH2001799,CH959661,CH200	$ 228.70	$ 457.39	$ 457.39	$ 571.75	$ 762.33	$ 1,105.38		
Isocyanide Compounds	CCC	$ 153.73	$ 307.50	$ 307.50	$ 384.35	$ 512.48	$ 743.10	$ 9.22	gallon
Lead	CCSR	$ 49.95	$ 99.93	$ 99.93	$ 124.91	$ 166.55	$ 241.49		
Liquid Fuels Labpack	LFBI	$ 68.35	$ 136.69	$ 136.69	$ 170.85	$ 227.81	$ 330.34		
Liq/Sludge for Stabilization	CCSS, CH666051	$ 49.95	$ 99.93	$ 99.93	$ 124.91	$ 166.55	$ 241.49	$ 2.01	gallon
Medical/Biohaz's Waste (Human Feces)	D20R, CCRK, D20, LASTM-2222, CH282081	$ 134.51	$ 269.05	$ 269.05	$ 336.33	$ 448.43	$ 650.21		
Medical/Biohaz's Waste (SHARPS only) for Incineration	D20X	N/A	N/A	$ 269.05	$ 336.33	N/A	N/A		
Medical/Biohaz's Waste (SHARPS only) in DISPOSABLE container for Autoclave	D20AC	N/A	N/A	$ 91.12	N/A	$ 151.87	N/A		
Medical/Biohaz's Waste (SHARPS only) in Reusable containers for Autoclave	D20	N/A	N/A	N/A	N/A	$ 151.89	N/A		
Medicines, Liquid	RXHZ, RXNH,	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	N/A		
Medicines, Solid	RXHZ, LACITY-0036	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	N/A		
Mercury Com pounds, Bulk	CHG4	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33		
Mercury Cmpds Labpack	LCHG4, LCHG2,	$ 556.90	$ 2,733.88	$ 2,733.88	$ 3,417.35	$ 4,556.47	$ 6,606.89		
Mercury-Containing Debris	CHG	$ 556.90	$ 2,126.35	$ 2,126.35	$ 2,657.94	$ 3,543.92	$ 5,138.69		
Mercury LP, Slds & Met. Hg	LCHG4	58.99/lb w $540.78 min charge	N/A	N/A	N/A	N/A	N/A		
Mercury LP, Recyc'ble	LCHG2, LCHG4, LAPTP-0047	$ 556.90	$ 2,126.35	$ 2,126.35	$ 2,657.94	$ 3,543.92	$ 5,138.69		
Mercury, Metallic , Bulk	CHGI, LCHGI,	58.99/lb w $540.78 min charge	58.99/lb w $2,654.77 min charge	58.99/lb w $2,654.77 min charge	58.99/lb w $3,318.46 min charge	58.99/lb w $4,424.62 min charge			
Meth'l. Chloride, Reclaimable	A11	$ 46.09	$ 92.23	$ 92.23	$ 115.31	$ 153.73	$ 222.91	$ 1.82	gallon
Motor Oil, Bulk, Recyclable	A31, CH1413864, LAWSP-0002	$ 36.44	$ 42.27	$ 42.27	$ 52.83	$ 70.47	$ 102.17	$ 0.76	gallon
Motor Oil, Bulk, Incin/Fuel or other Non-RCRA bulk Liquid	FB1 , LAWSP-0040, CH610122	$ 36.44	$ 49.95	$ 49.95	$ 62.46	$ 83.27	$ 120.76	$ 0.76	gallon
Motor Oil LP, Incin/Fuel	LFBI, LAWSP-0003,LAWSP-0003-4	$ 68.35	$ 136.69	$ 136.69	$ 170.85	$ 227.81	$ 330.34	$ 797.38	Fbin
Non-RCRA Liquid, Bulk for Landfill	CBPS, LAWSP-0027	$ 36.44	$ 53.79	$ 53.79	$ 67.26	$ 89.66	$ 130.04	$ 1.27	gallon
Non-RCRA Liquid, Labpack	LCCRN, LFBI , LLF,	$ 144.14	$ 288.27	$ 288.27	$ 360.34	$ 480.45	$ 696.66	$ 1,681.62	fbin
Non-RCRA Solid	CBP, CCRN. LLF, LACITY- WOOD, LABEY-0014, CH2077547, CH2137015	$ 36.44	$ 61.48	$ 61.48	$ 76.85	$ 102.49	$ 148.62	$0.10/lb bulk or $577.58/Fbin	Bulk or Fbin
Non-RCRA Solids/Debris	CBP, CNO, lacity-debris , LAPTP-0004, LASTM-0001	$ 36.44	$ 61.48	$ 61.48	$ 76.85	$ 102.49	$ 148.62	$0.10/lb bulk or $577.58/Fbin	Bulk or Fbin
Non-RCRA Sludges & Liquids	CBPS, A22K,A99P, LLF, CH300481, CH434779, GI3 LAWSP- 0022, LAWSP-0017, CH516322, LABSM-0006A	$ 36.44	$ 69.17	$ 69.17	$ 86.48	$ 115.31	$ 167.18	$ 1.52	gallon
Non-RCRA Waters &W/0	A32,315549	$ 37.97	$ 75.93	$ 75.93	$ 94.91	$ 126.55	$ 183.52	$ 1.00	gallon
Non-RCRA Waste Oil	A31, FB1,	$ 36.44	$ 42.27	$ 42.27	$ 52.83	$ 70.47	$ 102.17	$ 0.76	gallon
Oil Filters	COF, lacity-0014,CH390667, LAPTP-0070-1, LAWSP-0008	$ 36.44	$ 46.09	$ 46.09	$ 57.64	$ 76.85	$ 111.46	$ 807.11	FBIN/CYB
Oil/Water Clarifier Waste	A32, CBPS,	$ 37.97	$ 75.93	$ 75.93	$ 94.91	$ 126.55	$ 183.52	$ 1.00	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<2in.	FB2,	$ 36.44	$ 69.17	$ 69.17	$ 86.48	$ 115.31	$ 167.18	$ 1.31	gallon
OLPF, BTU>5K/lb, HOC10-20 pH 3 to 11, and Sludge <2in.	A40, LAPTP-2357268	$ 51.90	$ 103.76	$ 103.76	$ 129.70	$ 172.94	$ 250.80	$ 1.61	gallon
OLPF,BTU>SK/lb, HOC>20% pH 3 to 11, and Sludge<2in.	A40	$ 51.90	$ 103.76	$ 103.76	$ 129.70	$ 172.94	$ 250.80	$ 1.61	gallon
OLPF, BTU>l0K/lb, HOC<10 pH 3 to 11, and Sludge<l5in.	FB3	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 1.82	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge <l5in.	FB3, LASTM-0006, LAWSP-0028	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 1.82	gallon
OLPF, BTU>lOK/lb, HOC<l0 pH 3 toll, and Sludge >15in.	FB3	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 1.82	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge>15in.	A40	$ 51.90	$ 103.76	$ 103.76	$ 129.70	$ 172.94	$ 250.80	$ 1.82	gallon
Org'c Liq, BTU>5K/lb , HOCs<10%, pH 3 to 11, Sludge> l5in.	FB2, A40, LACITY-0043	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 1.82	gallon
Org liq Fuel, Acid, BTU>5K/lb, HOC's<lO,bpH<3, Sludge<2in	CCRC, CCRCF, LAWSP-0040	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 3.59	gallon
Org liq Fuel, Alk., BTU>5K/lb, HOC<lO, pH>ll, Sludge<2in.	CCRC, CCRCF, CH20 84638	$ 144.11	$ 288.27	$ 288.27	$ 360.33	$ 480.45	$ 696.65	$ 3.59	gallon
Organic Peroxide	LRCTO, A99,	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Oxidizer, Acidic Liquid	8281	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 4.85	gallon
Oxidizer, Acidic Solid	CAXI, LCCRO,	$ 192.18	$ 384.35	$ 384.35	$ 480.45	$ 640.61	$ 928.88		

Oxidizer, Basic Liquid	8281, 828, CH76150	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 4.25	gallon
Oxidizer, Basic Solid	CAXI, LCCRO,	$ 192.18	$ 384.35	$ 384.35	$ 480.45	$ 640.61	$ 928.88		
Oxidizer, Inorg, LC Soln	828, 8281, CH1718710	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 4.25	gallon
Oxidizer Labpack	LCCRO	$ 153.73	$ 307.50	$ 307.50	$ 384.35	$ 512.48	$ 743.10		
Oxidizer, Liquid	8281, 828 ,	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 5.59	gallon
Oxidizer, Solid, Lo Conc	CAXI, LCCRO,	$ 192.18	$ 384.35	$ 384.35	$ 480.45	$ 640.61	$ 928.88		
Oxidizer, Solid	CAXI, LCCRO,	$ 192.18	$ 384.35	$ 384.35	$ 480.45	$ 640.61	$ 928.88		
PCB Compounds	CHSI, DH3,DH4,	$ 115.31	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33	$ 8.98	gallon
PCB-Cntng Capers &Sm Trs	CHBI, CHBD,	$ 115.31	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33		
PCB-Cntng Flrsct Light Blsts	CHBI, CHBD, LACITY-00 20, CH309785	$ 115.31	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33		
PCB-Cntng Lg Transfrmrs	CHTL, CHTR,	N/A	N/A	N/A	N/A	N/A	N/A	$ 1.27	pound
Paint , Bulk Recyc'ble Latex	FB3R,	$ 45.56	$ 88.39	$ 88.39	$ 110.49	$ 147.33	$ 213.63	$ 0.40	pound
Paint, Bulk Non- Recyc. Latex	FB3, CH472447, LABSM-0021	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 0.22	pound
Paint, Bulk Recyc'ble O-Base	FB2, FB3, LAWSP-0007	$ 36.44	$ 69.17	$ 69.17	$ 86.48	$ 115.31	$ 167.18	$ 0.22	pound
Paint, Bulk Non-Recy OBase	FB3, FB4,	$ 56.20	$ 112.39	$ 112.39	$ 140.48	$ 187.31	$ 271.61	$ 0.22	pound
Paint, LP Recyc'ble Latex	LFB3,	$ 69.17	$ 138.35	$ 138.35	$ 172.94	$ 230.60	$ 334.39	$ 583.97	FBIN/CYB
Paint , LP Recyc'ble Oil-Base	LPTP, LAPTP-0055	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 583.97	FBIN/CYB
Paint, LP Non-Rec Latex	LPTN,	$ 69.17	$ 138.35	$ 138.35	$ 172.94	$ 230.60	$ 334.39	$ 583.97	FBIN/CYB
Paint , LP Non-Recy O-Base	LPTN, LFB3,	$ 69.17	$ 138.35	$ 138.35	$ 172.94	$ 230.60	$ 334.39	$ 583.97	FBIN/CYB
Paint, Slds/Sludge for Recyc.	FB4	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88		
Paint, Slds/Sldg , Non-Recy.	FB4, LPTN, CCRK, FB3, LASTM-0007, LASTM-9036	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88		
Perchloroethylene, Recl'ble	A14	$ 38.43	$ 76.85	$ 76.85	$ 96.08	$ 128.12	$ 185.77	$ 2.01	gallon
Poison, Flammable Liquid	D90K, LCCRD, CH1718710, CH334799, lacity-0023	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 1.97	gallon
Poison, Liquid	D90K, LCCRD,	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 1.97	gallon
Poison, Solid	D92K, CCSM, LCCRC, LCCRD, LAPTP-0043A, LACITY-0004	$ 124.91	$ 249.82	$ 249.82	$ 312.29	$ 416.40	$ 603.78	$ 0.93	pound
Rags, for Incineration	FBS, LAPTP-0003	$ 86.48	$ 172.94	$ 172.94	$ 216.20	$ 288.27	$ 417.98	$ 0.87	pound
Rags and Debris	CBP, FBS, CBPR,	$ 36.44	$ 61.48	$ 61.48	$ 76.85	$ 102.49	$ 148.62	$ 0.87	pound
Reactive Cpds, Air Reac've	LRCT, A99, LA99H,	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Reactive Cpds, Wtr Rctive	LRCT, A99, LA99H,	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Reactive Cpds, Wtr R, Corr .	LRCT, A99, LA99H,	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Reactive Cpds, Wtr R, Pois .	LRCT, A99, LA99H,	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Reactive Cpds Other	LRCT, A99, LA99H,	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Solids, Non-regulated or Non RCRA	CSP, CNO, LAFSV-0001, LASTM-0054, CH1693838, LASTM- 9025	$ 36.44	$ 61.48	$ 61.48	$ 76.85	$ 102.49	$ 148.62	$0.10/lb bulk or $577.58/Fbin	Bulk or Fbin
Solid Fuels, Blendable	FB4, LAWSP-0020	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 0.45	pound
Sid Fuels, BTU>SK, HOC<20	FBS, CCRK,	$ 105.69	$ 211.40	$ 211.40	$ 264.23	$ 352.34	$ 510.88	$ 0.45	pound
Slds, Non-Paint, for Repack	CCRK, CCRKS, LASTM-0006	$ 106.31	$ 212.63	$ 212.63	$ 265.79	$ 354.38	$ 513.86	$ 0.87	pound
Smokeless Powder	LRCTD	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	N/A	N/A	
Spont'sly Combustible Cpds	LRCTD	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Thorium and Uranium Cpds	Rad	N/A	N/A	N/A	N/A	N/A	N/A		
Trichloroethane, Recl'ble	A12	$ 57.64	$ 115.31	$ 115.31	$ 144.11	$ 192.18	$ 278.66	$ 2.01	gallon
Trichloroethylene , Recl'ble	840	$ 57.64	$ 115.31	$ 115.31	$ 144.11	$ 192.18	$ 278.66	$ 2.01	gallon
Wastewater	B26B, LABSM-0002B8, CH417619	$ 48.04	$ 96.08	$ 96.08	$ 120.10	$ 160.14	$ 232.21	$ 1.02	gallon
Reactive Compressed Gas Cartridges	LRCTQ	$ 461.22	$ 922.49	$ 922.49	$ 1,153.09	$ 1,537.47	$ 2,229.33	$ 8.98	pound
Paint, Bulk Non-Recyc. latex (for Landfill)	CBPS, CNOS, LABSM-0036, LAWSP-0006	$ 36.44	$ 69.17	$ 69.17	$ 86.48	$ 115.31	$ 167.18		
High Hazard Liquid for Direct Feed Incineration	A99DB, CH1933781	2.88/lb w $202.50min charge	2.88/lb w $361.47min charge	2.88/lb w $361.47min charge	2.88/lb w $548.79min charge	2.88/lb w $1,010.52min charge	2.88/lb w $1,465.15min charge		
Disinfected Infectious Waste (CH Addded Line)	D20RV,CH2019230,CH2045726	$ 106.31	$ 191.37	$ 191.37	$ 239.20	$ 318.94			
NON PCB BALLASTS for landfill (line added by CH)	D80L, CH395291	$ 75.93	$ 149.91	$ 149.91	$ 187.37	$ 249.82	$ 362.27		
NON PCB BALLASTS for Reclaim or Incinl (line added by CH)	D808, LACITY-0019	$ 115.31	$ 230.60	$ 230.60	$ 288.27	$ 384.35	$ 557.33		
E- waste (CH added)	EEE,CH137054,CH685973	0.50/lb w $50.62 min charge	0.50/lb w $106.31 min charge	0.50/lb w $106.31 min charge	0.50/lb w $132.63 min charge	0.50/lb w $177.19 min charge	0.50/lb w $253.12 min charge	0.50/lb w $303.76 min charge	pound
Manifest Charge per Manifest (EPA) to CH/SK facility								$ 21.31	each
Manifest Charge per Manifest (EPA) to non CH/SK facility (CH added line)								cost +18%	each
Low BTU Organic Liquids w < 5k BTU	A22K, A23, LACSW-0001, LASTM-9035, LAPTP-0012, CH466413, LACSW-0001, LACITY-0040K, CH349766, CH702911 , LASTM-0019	$ 60.74	$ 121.49	$ 121.49	$ 151.87	$ 202.50	$ 293.62	$ 1.52	gallon
***Cylinder Pricing According to Manifest Size (Each)**		**CYLE - Lecture**	**CYSM - Small**	**CYME - Medium**	**CYLG - Large**				
Fuel Gas Cyls	LCY1 Propane Cylinders for Recycling	$ 17.04	$ 34.10	$ 86.32	$ 215.29	$ 258.99			each
Fuel Gas Cyls	LCY3 Sure Packs / 4B240 "Spud" Cylinders	$ 34.10	$ 77.80	$ 86.32	$ 215.29	$ 258.99			each

Fuel Gas Cyls	LCY4 Inert or Calibration Gas Cylinders	$ 69.27	$ 77.80	$ 94.85	$ 172.65	$ 189.71			each
Fuel Gas Cyls	LCY6 Flammable Cylinders	$ 215.29	$ 431.65	$ 646.95	$ 1,122.32	$ 1,640.33			each
Fuel Gas Cyls	LCY13 Acetylene Cylinders	$ 103.38	$ 103.38	$ 128.96	$ 276.04	$ 311.22			each

Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency time-frame. We do provide these services via our High Hazard group, but specially trained staff and specialized equipment may need to be mobilized from Clean Harbors locat
For the Oil Pump Out Stop Fee, if crude oil WTI falls below $38/BBL, both parties agree to renegotiate this rate.

EXHIBIT 22

Senate Bill 854

1. All contractors and subcontractors who bid, or work on a public works project must register with the state and pay an annual fee of $400.00 to the Department of Industrial Relations (DIR). In order to register, contractors must have valid workers compensation insurance; they must not have any outstanding assessments owed to either the state or any other warding body, or to any workers; and they cannot be debarred on any list (either federal, state, or local).

2. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5.

3. No contractor or subcontractor may be awarded a contract on a public works project (awarded on or after April 1, 2015) unless they are registered with the DIR pursuant to Labor Code Section 1725.5.

4. No contractor or subcontractor may work on a contract on a public works project (bid on or after March 1, 2015, or awarded on or after April 1, 2015) unless they are registered with the DIR.

5. An awarding body may not accept a bid or enter into a contract for public works with an unregistered contractor.

6. The DIR maintains a current list of registered contractors at: https://cadir.my.salesforce-sites.com/ContractorSearch

7. While the new law does require that all contractors and subcontractors must furnish electronic certified payroll records (ECPR) directly to the Labor Commissioner's Office, contractors and subcontractors working on City of Los Angeles public works projects (as well as those working for three other select awarding bodies, and projects covered by qualifying project labor agreements) are exempt from this requirement. (Note: Any contractor working on a project for a City department or agency which does not utilize the Bureau of Contract Administration's services ***must*** submit their payrolls through the state's ECPR system to the Labor Commissioner's Office ***and*** submit the project to the state for monitoring and enforcement. The new law will apply to any project awarded by a City department for constriction, alteration, installation, demolition, maintenance, or repair.

8. Violation of the requirements mandated by SB 854 will result in any public works contract entered into with any contractor or subcontractor who has not registered being subject to cancellation.

9. A contractor who fails to pay the renewal fee on or before the expiration of the prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for the public work until they are once again registered. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

10. If the renewal fee is paid subsequent to 90 days, the contractor will be eligible to bid on public works projects again only if they pay an additional nonrefundable penalty registration fee in addition to the annual registration fee.

11. Go to https://www.dir.ca.gov/Public-Works/Contractor-Registration.html for information concerning penalty fees for failing to register or renew, late renewal, or repeat violations.

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 29, 2025

CAO File No. 0220-06301-0001
Council File No. CF 25-0006-S48
Council District: All

To: The Mayor
The City Council

From: Matthew W. Szabo, City Administrative Officer

Subject: **WILDFIRE EMERGENCY RESPONSE AND RECOVERY ACCOUNT – GENERAL CITY PURPOSES FUND MONTHLY EXPENDITURE REPORT - APRIL 2025**

RECOMMENDATION

That the City Council note and file this report as it is provided for informational purposes only.

SUMMARY

On January 31, 2025, City Council adopted a motion (C.F. 25-0006-S48) to transfer $50 million from the Building and Safety Permit Enterprise Fund as a loan to the General City Purposes Fund under a new account entitled “2025 Wildfire Emergency Response and Recovery” (Account) in order to provide City Departments with front-funding for Federal Emergency Management (FEMA) reimbursable response and recovery activities to expedite respond to the January 2025 wildfire and windstorm events that devastated the Los Angeles metropolitan area. In accordance with the motion, the City Administrative Officer (CAO) is instructed to authorize expenditures from the Account and provide monthly expenditure reports for the duration of the declared local emergency.

Through April 2025, the CAO has received 16 funding requests for the total amount of $59,211,633.40 from the departments. Of the total request, the CAO has approved $19,020,486.20, denied $203,833.66, and $40,013,310.54 remain pending.

The table below provides details of the Account as of the month of April:

Department	Purpose	Requested Amount	Approved Amount	Denied Amount	Pending Amount	Approval Date
PW - Engineering	Removal of debris blocking roads and stabilization of collapsing hillside	$1,500,000.00	$1,400,000.00	$100,000.00		3/4/2025
PW-Street Services	Debris Removal by Contractor	$9,000,000.00	$1,000,000.00		$8,000,000.00	3/20/2025
PW-Engineering	Bulkhead Tieback Testing	$75,000.00	$75,000.00			3/20/2025
PW-Engineering	Bulkhead Recovery Repair	$803,000.00	$829,000.00			3/20/2025
Police	Overtime for Personnel, Supplies, and Equipment	$12,132,813.96	$12,130,049.63	$2,764.33		3/25/2025
Police	Overtime for Personnel, Supplies, and Equipment	$1,976,993.81	$1,976,993.81			3/27/2025
Emergency Management	Overtime for Personnel, Supplies, and Equipment	$157,865.46	$117,663.13	$40,202.33		4/3/2025
Emergency Management	Meals, beverages, snack and various supplies for EOC Activation Responders	$40,780.16	$40,780.16			4/3/2025
Emergency Management	Meals for EOC Activation Responders	$1,002.47	$1,002.47			4/3/2025
PW-Engineering	Bulkhead Replacement Repair	$510,867.00	$450,000.00	$60,867.00		4/3/2025
City Administrative Officer	Administrative Cost	$1,000,000.00	$1,000,000.00			4/3/2025
PW-Street Lighting	Field Checks for evaluations on required permanent repairs	$185,541.00			$185,541.00	
Fire	Fire suppression, pre-positioning and other related first response activities.	$15,279,325.00			$15,279,325.00	
PW-Street Lighting	permanent repairs to 584 affected lights and poles with significant structural and electrical damage	$13,387,950.00			$13,387,950.00	
Police	Overtime for Personnel, Supplies, and Equipment	$1,768,110.15			$1,768,110.15	
Transportation	ATSAC Support, EOC Coordination, Field Operations, Parking Enforcement and Traffic Control, Public Information, Special Traffic Operations, Transit	$1,392,384.39			$1,392,384.39	
	Grand Totals	**$59,211,633.40**	**$19,020,489.20**	**$203,833.66**	**$40,013,310.54**	

FISCAL IMPACT STATEMENT

There is no fiscal impact associated with approval of the recommendation to note and file this report.

FINANCIAL POLICIES STATEMENT

This report is in compliance with the City's Financial Policies.

MWS:PJH:JWW: LHK01250040