

APPROVED

October 05, 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

23-177

DATE October 05, 2023

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED PERSONAL SERVICE CONTRACT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR ROUTINE AND EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES

B. Aguirre	<u> </u>	M. Rudnick	<u> </u>
B. Jackson	<u> </u>	C. Santo Domingo	<u> </u>
B. Jones	<u> </u>	*N. Williams	<u>NDW</u>

9/6

General Manager

Approved X Disapproved Withdrawn

If Approved: Board President *[Signature]* Board Secretary *Sakisho Sarden*

RECOMMENDATIONS

1. Approve a proposed personal service contract between the Department of Recreation and Parks (RAP) and Clean Harbors Environmental Services, Inc., (Clean Harbors) for as-needed routine and emergency response hazardous waste management services, substantially in the form on file in the Board Office and attached hereto as Attachment 1, subject to the approval by the City Council and the City Attorney as to form;
2. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP to have pre-qualified contractors and that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as-needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor;
3. Find pursuant to Charter Section 371(e)(8) that RAP may make use of the competitively bid contract of the Department of Public Works, Bureau of Sanitation (Contract No. C-143651) for provision of the required hazardous waste management services because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts, and professional, scientific, expert or technical

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services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;

4. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed routine and emergency response hazardous waste management services;
5. Find, in accordance with Charter Section 375, that it is in the best interest of RAP to prequalify contractors to be eligible to bid on projects for as-needed routine and emergency response hazardous waste management services in order to expedite the solicitation and award of such services for projects on an as-needed basis in light of the significant number of projects for such services which are anticipated for the foreseeable future;
6. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake as-needed routine and emergency response hazardous waste management services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis;
7. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Contract to City Council for approval and to the City Attorney for approval as to form;
8. Authorize RAP's General Manager to execute the Contract upon receipt of the necessary approvals; and,
9. Authorize RAP Staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

RAP has an essential need for the off-site disposal of hazardous and non-hazardous wastes to authorized treatment, storage and disposal facilities in compliance with local, state and federal environmental and public health laws. These wastes are routinely generated at various Department facilities during maintenance, construction and recreational programming activities and include: paints, solvents, oil and other petroleum-based materials, asbestos-containing materials, batteries, compressed gas cylinders, aerosol cans, sharps, fluorescent tubes, pesticides and various other products that are no longer useable, contaminated rags and absorbents from the cleanup of work-related spills, and effluents from wash rack clarifiers and septic tanks. As a larger concern, RAP also needs the ability to promptly respond to occasional incidents of accidental spills and illegal dumping of hazardous and toxic substances in order to

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protect park property, employees, patrons, and wildlife. The proper disposal of routine hazardous waste streams and the response to emergency spill incidents require the services of independent contractors who have the specialized knowledge, credentials, equipment and other technical capabilities to respond in a timely and legal manner. The most recent contract RAP had for performing these services was with Clean Harbors, through an approval to "piggyback" on the contract from Department of Public Works, Bureau of Sanitation (LASAN), and authorization from the Board on September 3, 2014 (Report No. 14-233). This contract will expire on November 1, 2023.

LASAN established a new contract with Clean Harbors (No. C-143651) on June 26, 2023 with a five (5) year term along and two three-year renewals for a total of an 11-year period (Attachment 2). RAP may piggyback on the existing contracts of City departments as well as other governmental agencies is allowed under Charter Section 371 (e)(8) as an exception to the City's competitive bidding process. After receiving a utilization memo (Attachment 3), RAP now seeks to establish its own contract based on the competitively bid contract between LASAN and Clean Harbors (No. C-143651).

Departments wishing to make use of other departments' competitively bid contracts in this manner must establish their own contract, contract number and cost ceiling and utilize the same prices, terms and conditions set forth in the original contract. This process is more timely and efficient than distributing a new Request for Proposal (RFP) for the required services.

LASAN distributed the RFP for these services on April 16, 2021 and a contract was executed with Clean Harbors on June 26, 2023. As discussed above, LASAN has the option to extend its contract for two additional 3-year terms.

RAP's personal service contract with Clean Harbors will have a total cost ceiling of \$5,500,000.00 over the eleven (11) years of the contract.

FISCAL IMPACT

The award and execution of this proposed as-needed Contract will have no immediate impact on RAP's General Fund as funding will be identified on a per project basis. General Fund, Special Fund, Grant Funds, and Quimby/Park Fees may be used to carry out projects under this proposed contract.

STRATEGIC PLAN INITIATIVE AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Outcome No. 3: Increase park maintenance, with focus on cleanliness

Result: The approval of this Report will enhance RAP's ability to provide necessary environmental health and safety services.

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This Report was prepared by John Busby, Sr. Management Analyst I.

LIST OF ATTACHMENTS

- 1) Proposed Contract between RAP and Clean Harbors Environmental Services, Inc.
- 2) Contract between LASAN and Clean Harbors Environmental Services, Inc. (No. C-143651)
- 3) Utilization Memo from LASAN

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 Recreation and Parks
Jimmy Kim, General Manager

TASK A and TASK B
Lisa Waldez, Environmental Specialist III
Department of Recreation and Parks

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

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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
Exhibit 08	Los Angeles Residence Information
Exhibit 09	Non-Collusion Affidavit
Exhibit 10	Contract History
Exhibit 11	Municipal Lobbying Ordinance
Exhibit 12	First Source Hiring Ordinance
Exhibit 13	Contract Bidder Campaign Contribution and Fundraising Restrictions
Exhibit 14	Iran Contracting Act of 2010
Exhibit 15	Equal Benefits Ordinance Affidavit
Exhibit 16	Residential Special Materials Program Operations Manual
Exhibit 17	RATE SCHEDULES
Exhibit 18	Facilities List
Exhibit 19	Proposal

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

This CONTRACT ("Contract" or "Agreement") is made and entered into this _____day of _____ 2023, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties":

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 RAP'S 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 (5) year contract term and

two three (3) year renewals for a maximum total of an 11-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, on May 30, 2023, the Los Angeles City Council approved Contract No. C-143651 between LASAN and CONTRACTOR (Los Angeles City Council File No. 23-0547) for a term of five (5) years beginning July 1, 2023 ending June 30, 2028 with two three (3) year renewal options;

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, on August 31, 2023, RAP requested use of the competitively bid contract with CONTRACTOR from LASAN

WHEREAS, on September 8, 2023, LASAN approved RAP'S use of the procurement process through which the Board of Public Works awarded contract C-143651 with CONTRACTOR;

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 Recreation and Park Commissioners 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.
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.

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 (<u>Health Hazards and Hazardous Substances</u>).
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.
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.
RAP	City of Los Angeles Department of Recreation and Parks
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.
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 of 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	<p>For SAFE CENTERS and mobile collection events The seven days of operation at SAFE CENTERS and mobile collection events.</p> <p>For FIELD SERVICES - ROUTINE Any five days from Monday to Sunday, between the operating hours of 6:00 am – 11:00 pm.</p> <p>For FIELD SERVICES - EMERGENCY, Services provided 24 hours a day, Monday through Sunday, 365 days a year.</p>
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 RAP 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 16 - 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 or under the jurisdiction of RAP, 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

RAP generates and manages hazardous waste from the maintenance and operations of over 1,000 facilities, features, yards, and properties.

RAP'S hazardous 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; syringes; drug lab contents; Polychlorinated biphenyls; paints and solvents; used batteries; gasoline; and asbestos-containing materials.

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, 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, 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, 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, (3) request that a specific facility and/or process or treatment method be used for a specific waste stream, or (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 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 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 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 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 RAP to succeed Lisa Walldesz 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: Lisa Walldesz
Department: City of Los Angeles, Department of Recreation and Parks
Address: 221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone: (213) 202-2664
E-mail: lisa.walldez@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: Lisa Walldesz
Department: City of Los Angeles, Department of Recreation and Parks
Address: 221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone: (213) 202-2664
E-mail: lisa.walldez@lacity.org

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

Name: Lisa Walldesz
Department: City of Los Angeles, Department of Recreation and Parks
Address: 221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone: (213) 202-2664
E-mail: lisa.walldez@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, at the sole discretion of RAP'S General Manager, 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. 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 RAP operations.

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

Name: Lisa Waldez or authorized designee

Department: City of Los Angeles, Department of
Recreation and Parks

Address: 221 N Figueroa St 4th Floor,
Los Angeles, CA 90012

Telephone: (213) 202-2664

E-mail: lisa.walldez@lacity.org

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
Name:	Lisa Waldez
Department:	City of Los Angeles, Department of Recreation and Parks
Address:	221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone:	(213) 202-2664
E-mail:	lisa.walldez@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 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 A or TASK B CITY 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 \$5,500,000.

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 = $((B-A)/A) \times 100$

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 time 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.
- 15.8 Tax Position
The CONTRACTOR agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the CITY with respect to CITY owned property located at the SAFE CENTERS. The CONTRACTOR will not claim any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to CITY owned property located at the SAFE CENTERS.

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: Lisa Walldez
Department: City of Los Angeles, Department of Recreation and Parks
Address: 221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone: (213) 202-2664
E-mail: lisa.walldez@lacity.org

TASK B CITY PROGRAM MANAGER:

Name: Lisa Walldez
Department: City of Los Angeles, Department of Recreation and Parks
Address: 221 N Figueroa St 4th Floor, Los Angeles, CA 90012
Telephone: (213) 202-2664
E-mail: lisa.walldez@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 Contracting 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 caused this Contract to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
Jimmy Kim
General Manager

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Date: _____
Hydee Feldstein Soto, City Attorney

By _____

CONTRACT SUMMARY SHEET

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

DATE: 6/26/2023

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works - Sanitation

CONTACT PERSON: John Park PHONE: 213) 485-3970

CONTRACT NO.: C-143651 COUNCIL FILE NO.: 23-0547

ADOPTED BY COUNCIL: 5/30/2023

APPROVED BY BPW: _____
DATE _____
DATE _____

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

CONTRACTOR NAME: CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

TERM OF CONTRACT: 7/1/2023* THROUGH: 6/30/2028*

TOTAL AMOUNT: \$432,800,000

PURPOSE OF CONTRACT:

TASK A - Residential Special Materials Program (RSM) (\$125,511,600) for collection and recycling of Household Hazardous Waste (HHW), Ewaste and Universal Waste.

TASK B - Routine and Emergency Hazardous Waste Field Services (\$307,288,400) Removal of hazardous and biomedical waste.

** OR ATTESTED BY CITY CLERK*

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

CONTRACT NO. C- 143651

**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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EXHIBITS

<u>Exhibit 01</u>	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
Exhibit 08	Los Angeles Residence Information
Exhibit 09	Non-Collusion Affidavit
Exhibit 10	Contract History
Exhibit 11	Municipal Lobbying Ordinance
Exhibit 12	First Source Hiring Ordinance
Exhibit 13	Contract Bidder Campaign Contribution and Fundraising Restrictions
Exhibit 14	Iran Contracting Act of 2010
Exhibit 15	Equal Benefits Ordinance Affidavit
<u>Exhibit 16</u>	Residential Special Materials Program Operations Manual
<u>Exhibit 17</u>	RATE SCHEDULES
Exhibit 18	Facilities List
Exhibit 19	Proposal

**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 (<u>Health Hazards and Hazardous Substances</u>).
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	<ol style="list-style-type: none">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	<p>For SAFE CENTERS AND MOBILE COLLECTION EVENTS, the seven days of operation at SAFE Centers and Mobile Collection Events.</p> <p>For FIELD SERVICES - ROUTINE Any five days from Monday to Sunday, between the operating hours of 6:00 am – 11:00 pm.</p> <p>For FIELD SERVICES - EMERGENCY, Services provided 24 hours a day, Monday through Sunday, 365 days a year.</p>
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 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 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. 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 dosing.
- 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 = $((B-A)/A) \times 100$

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 time 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.

15.8 Tax Position

The CONTRACTOR agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the CITY with respect to CITY owned property located at the SAFE CENTERS. The CONTRACTOR will not claim any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to CITY owned property located at the SAFE CENTERS.

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 Contracting 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: *Anna Garcia*

Title: Commissioner, Board of Public Works

Date: 6/26/2023

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: *Adena Hopenstand (VC)*
Adena Hopenstand

Title: Deputy City Attorney

Date: 6/7/2023

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: *Holly L. Wolcott*

Title: Deputy City Clerk

Date: 06/27/2023

C-143651

CLEAN HARBORS ENVIRONMENTAL SERVICES, Inc.

By: *[Signature]*
Name]

Title: Senior Vice President

Date: 4-20-23




EXHIBITS

Exhibit 01
Schedule A, List of
MBE/WBE/SBE/EBE/DVBE/OBE
Subcontractors

RFP SCHEDULE A
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTOR INFORMATION FORM
SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

RFP/RFQ Title: 200061 - RSM Program and Scheduled, Emergency and Hazardous Waste From Unsheltered Communities Care Services					
Proposer Clean Harbors Environmental Services, Inc.		Address 2500 East Victoria Street, Compton, CA 90220			
Contact Person Maria Perez, Account Manager		Phone/Email: phone: 310.594.4385 email: perez.maria@cleanharbors.com			
LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)					
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CERTIFICATION AGENCY/ CERTIFICATION NO.	DOLLAR VALUE OF SUBCONTRACT	
Demunno Kerdoon / World Oil 2000 N. Alameda St. Compton, CA 90222 (310) 537-7100	Disposal Facility	OBE		\$ 10,000.00	
Kinsbursky Brothers Inc. 125 E Commercial St. A, Anaheim, CA 714-738-8516	Battery Recycler	OBE		\$ 1,000.00	
E-Recycling of California 7230 Petterson Lane Paramount, CA 800-795-0993	E-waste Recycler	OBE		\$ 1,000.00	
Phibro- Tech Inc. 8851 Dice Road Santa Fe Springs, CA 90670 (562) 698-8036	Disposal Facility	OBE		\$ 1,500.00	
Philotechnics, LTD 201 Renovare Oak Ridge, TN 37830 865-483-1551	Disposal Facility	OBE		\$ 5,000.00	
PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		 Signature of Person Completing this Form Katherine Kestenbaum Printed Name of Person Completing this Form Proposal Manager 7/27/2021 Title Date			
	Total Dollars				Total % Pledged
TOTAL MBE AMOUNT	\$ 3,874,000.00				5.2%
TOTAL WBE AMOUNT	\$ 1,520,000.00				2.0%
TOTAL SBE AMOUNT	\$ 275,000.00				0.4%
TOTAL EBE AMOUNT	\$ 275,000.00				0.4%
TOTAL DVBE AMOUNT	\$ -				0.0%
TOTAL OBE AMOUNT	\$ 235,500.00				0.3%
BASE BID AMOUNT	\$ 75,000,000.00				

This base bid amount is the anticipated contract value for the 5 year term

MUST BE SUBMITTED WITH PROPOSAL

Exhibit 02
Schedule B
MBE/WBE/SBE/EBE/DVBE/OBE
Utilization Profile for Task/Project Work

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

	Contract No.
--	--------------

Consultant Clean Harbors	Address 2500 East Victoria Street, Compton, CA 90220
Contact Person Maria Perez	Phone/Fax 3105944385

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS AMOUNT)

INCEPTION TO DATE

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTOR (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS AMOUNT (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
Cruz Containers, Inc.	MBE	\$425,000.00			
IQ Personnel, Inc	MBE	\$3,100,000.00			
Total Equipment Rental Inc.	WBE	\$320,000.00			
Pinnacle Disposal and Environmental Services Inc.	OBE	\$187,500.00			
PERCENTAGE OF MBE/WBE/SBE/EBE/DVE/OBE PARTICIPATION			Signature of Person Completing this Form: <div style="text-align:center"><i>Maria Perez</i></div> Printed Name of Person Completing this Form: <div style="text-align:center">Maria Perez</div> <hr/> Title: Date: <div style="display:flex; justify-content:space-between;"> Account Manager 7/19/2021 </div>		
	DOLLARS	PERCENT			
TOTAL MBE AMOUNT					
TOTAL WBE AMOUNT					
TOTAL SBE AMOUNT					
TOTAL EBE AMOUNT					
TOTAL DVBE AMOUNT					
TOTAL OBE AMOUNT					
TOTAL MBE/WBE/OBE					

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

	Contract No.
--	--------------

Consultant Clean Harbors	Address 2500 East Victoria Street, Compton, CA 90220
Contact Person Maria Perez	Phone/Fax 3105944385

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS AMOUNT)

INCEPTION TO DATE

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTOR (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS AMOUNT (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
Ocean Blue Environmental Services, Inc	WBE	\$1,200,000.00			
Herc Rentals	OBE	\$5,000.00			
Chempack & Environmental, LLC	MBE	\$70,000.00			
HMT, LLC	OBE	\$15,000.00			
Kinsbursky Brothers Inc.	OBE	\$1,000.00			
PERCENTAGE OF MBE/WBE/SBE/EBE/DVE/OBE PARTICIPATION			Signature of Person Completing this Form: <i>Maria Perez</i> Printed Name of Person Completing this Form: Maria Perez Title: _____ Date: _____ Account Manager 7/19/2021		
	DOLLARS	PERCENT			
TOTAL MBE AMOUNT					
TOTAL WBE AMOUNT					
TOTAL SBE AMOUNT					
TOTAL EBE AMOUNT					
TOTAL DVBE AMOUNT					
TOTAL OBE AMOUNT					
Total MBE/WBE/OBE					

SUBMIT WITH EACH INVOICE SUBMISSION

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

		Contract No.
Consultant Clean Harbors	Address 2500 East Victoria Street, Compton, CA 90220	
Contact Person Maria Perez	Phone/Fax 3105944385	
CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS AMOUNT)

INCEPTION TO DATE

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTOR (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS AMOUNT (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
CM Industrial	MBE	\$2,000.00			
DeMenno Kerdoon/World Oil	OBE	\$10,000.00			
Phibro-Tech Inc.	OBE	\$1,500.00			
Philotechnics, LTD	OBE	\$5,000.00			
Crosby and Overton	OBE	\$6,000.00			
Southwest Processors Inc.	OBE	\$1,000.00			

PERCENTAGE OF MBE/WBE/SBE/EBE/DVE/OBE PARTICIPATION			Signature of Person Completing this Form: <i>Maria Perez</i> Printed Name of Person Completing this Form: Maria Perez Title: Account Manager Date: 7/19/2021
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT			
TOTAL WBE AMOUNT			
TOTAL SBE AMOUNT			
TOTAL EBE AMOUNT			
TOTAL DVBE AMOUNT			
TOTAL OBE AMOUNT			
TOTAL MBE/WBE/OBE			

SUBMIT WITH EACH INVOICE SUBMISSION

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

	Contract No.
--	--------------

Consultant Clean Harbors	Address 2500 East Victoria Street, Compton, CA 90220
Contact Person Maria Perez	Phone/Fax 3105944385

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS AMOUNT)

INCEPTION TO DATE

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTOR (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS AMOUNT (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
E-Recycling of California	OBE	\$1,000.00			
Sulliano Corporation	OBE	\$2,500.00			
United Pumping Services Inc	MBE	\$2,000.00			
ACTION CLEAN UP Environmental	OBE	\$275,000.00			

PERCENTAGE OF MBE/WBE/SBE/EBE/DVE/OBE PARTICIPATION			Signature of Person Completing this Form: <div style="text-align: center;"><i>Maria Perez</i></div> Printed Name of Person Completing this Form: Maria Perez Title: _____ Date: _____ Account Manager 7/19/2021
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT			
TOTAL WBE AMOUNT			
TOTAL SBE AMOUNT			
TOTAL EBE AMOUNT			
TOTAL DVBE AMOUNT			
TOTAL OBE AMOUNT			
TOTAL MBE/WBE/OBE			

SUBMIT WITH EACH INVOICE SUBMISSION

Exhibit 03
Insurance Contractual Requirements

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
<hr/> <hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/> <hr/>	
<input checked="" type="checkbox"/> General Liability <u>At least \$3,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party.</u>	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/>	
<hr/> <hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$2,000,000</u>
<hr/> <hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/> <hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> Replace cost of prop. damage
<hr/> <hr/>	
<input checked="" type="checkbox"/> Pollution Liability	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Contractor's Pollution Liability	
<hr/> <hr/>	
<input checked="" type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: Submitted to Mary Benson 213-440-8237 at PW-Sanitation, 4/27/2021

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

Sexual Misconduct _____

Fire Legal Liability _____

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

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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 SUBCONTRACTS 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.

(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 Lauder milk 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 Statements 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)	Other	\$3,240
		29 CFR 1910.1025(j)(3)(i)(B)	Other	\$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)	General	\$600
		8CCR 3650(u) [reference 8CCR 5042(a)(9)]	Serious	\$18,000
Syracuse, NY	1/16/2019	19100212 A01	Other	\$4,100
		19100134 M02 I	Other	
Paradise, CA	12/18/2018	Cal/OSHA 1509(C) (18B-CA)	Other	\$240
		Cal/OSHA 3395(I)	Other	\$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)	Other	\$5,400
		29 CFR 1910.146 (F08)	Other	\$5,400
		29 CFR 1910.146 (K03)	Other	\$10,800
		29 CFR 1910.146 (E05) (II)	Other	\$1,000
		29 CFR 1910.146 (J03)	Other	\$0
Deer Trail, CO	12/01/2017	29 CFR 1910.28(b)(1)(i) &	Serious Serious Other	\$7,000 \$3,500 \$0
		29 CFR 1910.22(a)(3)		
		29 CFR 1910.37(b)(1)		
		29 CFR 1910.151(c)		
Hebron, OH	10/4/2017	29 CFR 1910.119(d)	Serious	\$9053.80
Spring Grove, OH	5/17/2017	29 CFR 1910.140	Serious	\$3,667
		29 CFR 1910.178	Other	\$1,833
San Jose, CA	12/21/2016	8CCR 2473.1 (b)	General	\$563
		8CCR 2473.2 (a)	General	\$563
		8CCR 5161 (e)(2)	General	\$563
		8CCR 5162 (c)	General	\$563
Bridgeport, NJ	9/30/16	5A 0001	Serious	\$17,000
		29 CFR 1910.0178 M 07	Serious	\$0
San Diego, CA	7/14/16	29 CFR 1910.0147 C05 I	Serious	\$2,500
		29 CFR 1910.0147 C07 I A	Serious	\$2,500
		29 CFR 1904.0039 A02	Other	\$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 effective 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				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED:	STATUS
0002592039-0001-9	LC46	Prop/Colli/Spart/Vend/Freight	12/25/2011	Active
CLEAN HARBOR ENVIRONMENTAL SERVICES, INC. 2500 E VICTORIA STREET COMPTON, CA 90220-6013 POST OFFICE BOX #9149 NORWELL, MA 02061-9149		 ISSUED BY: <i>Christina D. Christa</i> DIRECTOR OF FINANCE		

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

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

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 Aguirre 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

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) 200061	Awarding Authority (Department awarding the contract) 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

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:

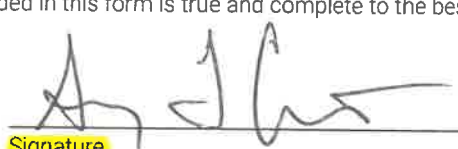
1. **SCHEDULE A – Bidder's Principals** (check one)
The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) Yes No

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 Signature

Executive VP- Pricing & Proposals 7/19/21
Title Date

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 A Massachusetts Corporation EIN # 04-2698999	<u>DIRECTORS:</u>	Alan S. McKim Michael Battles Eric W. Gerstenberg
	OFFICERS:	
	President and Chief Operating Officer:	Eric W. Gerstenberg
	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

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: <u>Anthony Salas</u> Title: <u>President</u>
Address: <u>8039 Painter Ave Ste 200, Whittier, CA, 90602-2564</u>

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.

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: <u>William J. Cruz</u> Title: <u>Owner</u>
Address: <u>6531 Box Springs Blvd, Riverside, CA 92507 (951) 653-0733</u>
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

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: _____

Check this box if additional Schedule B pages are attached.

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: <u>Sandra Maness</u> Title: <u>President</u>
Address: <u>2828 E. Spring St, Long Beach, CA 90806</u>

Name: <u>Kevin Maness</u> Title: <u>Vice President</u>
Address: <u>2828 E. Spring St, Long Beach, CA 90806</u>

Name: <u>Charles de Armas</u> Title: <u>President</u>
Address: <u>2828 E. Spring St, Long Beach, CA 90806X</u>

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

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: <u>Arsenio Hernandez</u> Title: <u>CEO</u>
Address: <u>9144 Rose Street, Bellflower, Ca 90706</u>
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 (BTRC) 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 DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Clean Harbors Environmental Services, Inc.		<i>BTRC (or n/a)</i> 47459
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> George L. Curtis Executive VP- Pricing & Proposals		
<i>Date Executed</i> 7/19/21	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

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.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

Exhibit 15
Equal Benefits Ordinance Affidavit

PSC – 26 EQUAL BENEFITS

LAAC 10.8.2.1

EBO/FSHO Compliance Affidavit on RAMP

Exhibit 16
Residential Special Materials Program
Operations Manual

HOUSEHOLD HAZARDOUS WASTE MATERIALS MANAGEMENT PLAN

CITY OF LOS ANGELES

RESIDENTIAL SPECIAL MATERIALS PROGRAM
OPERATIONS MANUAL



Solid Resources Citywide Recycling Division
Residential Special Materials Group

Acknowledgement

This Residential Special Materials Program Operations Manual was created by the Solid Resources Recycling Division, Residential Special Materials (RSM) Group to act as a guide and provide comprehensive information about all of the individual collection programs and services in the collection and recycling of Household Hazardous Waste.

Many hours were devoted to the preparation of this manual in researching and documenting the entire RSM Program. Those to be commended for their contributions and effort include

Residential Special Materials Group

John Park, Environmental Engineer

Mary Benson, Management Analyst

Yasamin Lozano , Environmental Engineering Associate III

Lena Downar-Herron , Environmental Engineering Associate II

Pablo Hernandez , Environmental Engineering Associate II

Released August 23, 2022

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SECTION 1. HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PROGRAM

HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PROGRAM

Background

The California Resources Code Section 41500 and California State Regulation, Title 14, Section 18751.1 regulations require that all jurisdictions maintain and implement a Household Hazardous Waste Element that addresses the safe collection, recycling, treatment and disposal of Household Hazardous Waste (HHW) within a jurisdiction (Los Angeles County).

Implementation of the Los Angeles County Household Hazardous Waste Management Plan (HHWMP) was established in 1993 via a Memorandum of Agreement (MOA) between the City and County of Los Angeles. The MOA includes funding derived from landfill tipping fees.

The City of Los Angeles (City), Department of Public Works, LA Sanitation and Environment (LASAN) -- Solid Resources Citywide Recycling Division (SRCRD) manages the collection, sorting, packaging, transporting and certification for the proper disposal of federally exempt HHW, E-Waste, U-Waste, Conditionally Exempt Small Quantity Generator (CESQG) Waste and other waste streams. LASAN's operations for HHW are collectively referred to as the Residential Special Materials (RSM) Program.

The City's RSM Program is managed by LASAN's SRCRD RSM Group. RSM focuses on reuse and recycling. The RSM Program has evolved over time to include multiple methods of collection and multiple waste streams.

The RSM Program manages permanent collection sites, known as SAFE Centers. SAFE is an acronym for *Solvents/Acids/Flammables/Electronics*, representing types of materials eligible for free drop-off. The RSM Program is a free service offered to residential households within the county.

Contractor responsibilities include bulk consolidation, preparation of shipping documentation, and reporting. The Contractor also assists LASAN with related services such as site inspection and maintenance, scheduling of repairs, site selection, permit development, project management, and training.

In fiscal year 2020-21, the RSM Program served nearly 162,000 RSM participants and collected more than 5.3 million pounds of E-waste, and 6.8 million pounds of HHW, and 18,780 gallons of used oil.

In an effort to reduce the amount of hazardous waste entering the waste stream, the RSM program launched the 3R (Reduce, Reuse, Recycle) Program where unused and gently used HHW brought to SAFE Centers are set aside and not disposed of. The 3R Program holds free giveaway events where residents can take home items such as paint, cleaning products, and motor oil.

Household Hazardous Waste (HHW)*

HHW is exempt from federal and many state regulations and permits imposed on hazardous waste. The HHW exemption is restricted to those items that are available through retail channels such as grocery stores, garden centers and big box stores and are dropped off by the resident. These are common HHW items. HHW includes:

- Household cleaning products, disinfectants, degreasers
- Bleach and bleach-based cleaners
- Adhesives and Glues
- Asbestos
- Automotive related products such as motor oil, gasoline, antifreeze, brake fluid, car shampoo, car batteries, car wax
- Insecticides, pesticides, fungicides, herbicides
- Paint, solvents and paint-related products (latex, oil-based)
- Medications, vitamins, and supplements
- Home generated SHARPS: syringes, lancets, epipens, carpules
- Fertilizers and landscaping products
- Road flares
- Compressed Gas Cylinders (propane, butane, oxygen)

*The HHW list is subject to change at any time.

Universal Waste (U-Waste) *

U-Waste are hazardous wastes that are listed in section 66261.9 of division 4.5 of title 22 of the California Code of Regulations. The term, universal waste, was coined by the U.S. EPA in an attempt to describe wastes that seem to come from everywhere. Since the passage of the Resource Conservation and Recovery Act (RCRA) in 1976, RCRA allowed states to have more stringent standards than those required by federal law, and California's standards are more stringent. That is largely why the list of California universal wastes is longer than the federal list. California universal wastes include*:

- Batteries (AAA, AA, C, D, button cell, 9-volt, both rechargeable and single use and car batteries).
- Fluorescent lamps and tubes
- Mercury Containing Devices (thermostats and thermometers, switches, novelties, gauges like barometers, manometers)
- Aerosol Cans
- Electronic Waste and CRT Glass

*U-Waste list is subject to change at any time

Electronic Waste

Electronic waste (e-waste) is an unwanted electronic device. E-waste often contains heavy metals like lead, mercury, cadmium, and chromium. The Electronic Waste Recycling Act, Senate Bills 20 and 50, and Chapter 23 of Title 22 of the California

Code of Regulations, made it illegal to dispose of electronics in the trash, and established a State funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.

LASAN started recycling electronics and computer equipment in November 2000. The City filed an application with the State of California on October 28, 2004 to become an Approved Collector, and received approval on February 4, 2005.

RSM program services provide Los Angeles City and County residents, and small businesses, with critical, convenient, and regulatory-compliant electronic waste collection and management.

Common electronic waste items include:

- Old cathode ray tube (CRT) televisions
- LCD, OLED, and Plasma televisions
- LCD monitors, smart displays, and tablets
- Laptops with LCD monitors
- OLED desktop monitors, laptops, tablets
- Computers, Computer monitors, and Printers
- VCRs
- Portable DVD Players with video screens
- Cell phones and Telephones
- Radios

*E-Waste list is subject to change at any time

Unacceptable Waste*

Waste not accepted as household hazardous waste is Unacceptable Waste. Unacceptable waste are those materials that are not exempt from hazardous waste regulations and cannot be managed as household hazardous waste. Items that are not common household hazardous waste items are also subject to the Unacceptable Waste list. Unacceptable Wastes include, but are not limited to:

- Smoke Detectors
- Explosives
- Ammunition
- Marine Flares
- Firecrackers
- Radioactive waste
- Biomedical Waste
- Laboratory Waste
- Tires, Refrigerators, Dishwashers, AC Units, and other Bulky Items
- Recyclables, Trash, and non-household hazardous waste items

*Unacceptable Waste list is subject to change at any time

RSM Program Excludes Other Hazardous Waste Services

Commingling hazardous waste management within the RSM group created both funding and regulatory issues. Scheduled and Emergency response services for hazardous waste cleanup at Illegal dumping and unsheltered communities and removal of biological and other hazardous materials generated by businesses is administered separately.

LASAN took the lead in developing hazardous waste management contracts for Bureaus of Street Services and Street Lighting and other LASAN divisions in 2006. Prior to 2006, the Department of General Services maintained the citywide hazardous waste contract.

The RSM Group suggests that City departments use the 'piggy-back' contract process to create their own departmental contracts with their own ceiling, budget and appropriation for citywide hazardous waste field services.

For example; Fire and Police Departments are responsible for clean-up, removal, transportation and disposal of hazardous waste. These departments have circulated their own RFPs designed specifically for emergency and field services.

SECTION 2. DEFINITIONS

3R PROGRAM	REDUCE, REUSE AND RECYCLE Program
AGREEMENT/ CONTRACT	The contractual agreement between the CITY and the selected PROPOSER(s).
APPLICABLE LAW	<p>a. HHW 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 CESQG) and the collection, management, transport, and disposal of hazardous waste or the performance of the scope of work as specified in this RFP.</p> <p>b. EWASTE 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 E-WASTE or hazardous waste collection (RSM/HHW and CESQG) and the collection, management, transport, and disposal of E-WASTE and hazardous waste or the performance of the CONTRACTOR's and the CITY's respective obligations under this CONTRACT.</p>
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.

BIP	Business Inclusion Program
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAY	Each day begins at 12:01 AM and ends twenty-four (24) hours thereafter at 12:00 AM midnight.
CALRECYCLE	California Department of Resources Recycling and Recovery.
CCR	Code of Federal Regulations.
CESQG	Conditionally Exempt Small Quantity Generator. See SQG. Acronym updated to VSQG.
CFR	Code of Federal Regulations.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. 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 PROGRAM MANAGER	A representative of the CITY or its assigned staff to monitor the AGREEMENT/CONTRACT.
CONTRACTOR	[insert contractor name]
CONTRACT PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.
CONTRACTUAL SERVICES	All services to be provided under this agreement.
COST PLUS	Items described on the RATE SCHEDULE in which the CITY will reimburse the actual cost, as described on the original invoice, for the item in question, plus a percentage of the actual cost. The percentage will be determined as described herein.
COUNTY	The County of Los Angeles, Department of Public Works. The term COUNTY may also

	refer to the geographic area known as the County of Los Angeles exclusive of the CITY, the County Board of Supervisors, other Departments or agencies of the County of Los Angeles, or any employee thereof.
COVERED ELECTRONIC DEVICES (CED)	<p>A “covered electronic device” (CED) is an electronic device that is covered by the Electronic Waste Recycling Act. The purchaser of a CED pays a fee at the time of purchase, which is used to pay collectors and recyclers of CEDs that are no longer wanted. The law defines a CED as a video display device containing a screen greater than 4 inches, measured diagonally, that is identified in the regulations adopted by DTSC. Any video display device with a screen greater than 4 inches in size that fits into one of the following categories is a CED:</p> <ol style="list-style-type: none"> 1. Cathode ray tube containing devices (CRT devices) 2. Cathode ray tubes (CRTs) 3. Computer monitors containing cathode ray tubes 4. Laptop computers with liquid crystal display (LCD) 5. LCD containing desktop monitors 6. Televisions containing cathode ray tubes 7. Televisions containing LCD screens 8. Plasma televisions 9. Portable DVD players with LCD screens
COVERED ELECTRONIC WASTE (CEW)	Covered electronic waste” or “covered e-waste” means a covered electronic device that is discarded.
CPU	Central Processing Unit. The “computer” or “CPU” is the part of the computer which processes data, may also be known as the “processor” or the “brain” of the computer. It typically contains the most extensive circuit boards of any type of E-WASTE.
CRT	Cathode Ray Tube, a subset of CEW which may also refer to items such as older, heavier televisions that contain a tube. Also

	the name previously labeled CEWs. See definition for CEWs also.
DAYS	Unless otherwise designated, any reference to days shall be CALENDAR DAYS.
DIRECTOR	Director of LASAN or his/her designated representative.
DTSC	State of California's Department of Toxic Substances Control.
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 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.
HAZARDOUS WASTE	For the purposes of this contract hazardous waste is defined in the 40 CFR 261.20 through 261.24 and 302.4, 22 CCR 66261 through 66261.126. Additionally will include but not limited to pollutants (defined in LAMC 64.70.), health hazards and hazardous substances.
HAZCATTING	On-site hazardous waste categorization.
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 Emergency Response and Scheduled Services. 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 CESQG collection event where waste is managed.
HOUSEHOLD HAZARDOUS WASTE (HHW)	Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed. 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)	County of Los Angeles 1988 Household Hazardous Waste Management Plan (HHWMP).
LASAN	City of Los Angeles, The Bureau of Sanitation and Environment.
LASAN COLLECTION YARDS	Various CITY locations throughout Los Angeles where E-WASTE may be collected.
LAAC	Los Angeles Administrative Code.
MBE/WBE/SBE/EBE/DVBE/LGBT/TBE/OBE	Minority/Women/Small/Emerging/ Disabled Veteran/Lesbian, Gay, Bi-sexual, Transgender/ Other Business Enterprise.
MISCELLANEOUS E-WASTE	Electronic devices that may include, but not limited to: printers, keyboards, mice, cell phones, etc.
NON-COVERED CRT MATERIALS	These are CRTs/CEWs which do not qualify for the State of California's SB20 reimbursement program. Examples of this material include: televisions which have already been dismantled, therefore, may have already been canceled and reimbursed by the State's program.

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. Holidays based on City Calendar.
OVERTIME	SAFE CENTERS AND MOBILE COLLECTION EVENTS: Time worked by an employee in excess of eight hours per day. FIELD SERVICES: Overtime applies to hours outside of 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 hazardous waste management facility.
PROJECT MANAGER	The City of Los Angeles, Department of Public Works authorized representative for this Contract.
PROJECT SERVICES	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals for Residential Special Materials, and Field Services Programs.
RATE SCHEDULES	Forms which list the UNIT RATE for items and services provided.
REMOTE SITE	Permanent drop off locations for recyclable used oil, sharps and batteries.
RCRA	Pronounced "Rick-Ra" Resource Conservation and Recovery Act (RCRA) is 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.
RFP	Request for Proposals.

RSM	Residential Special Materials includes Household Hazardous Waste, E-waste and Universal waste; materials as defined by 40 CFR 261.3 and exempted by being defined as household waste in section 40 CFR 261.4 and as defined in Title 22 CCR Section 66261.3 and 66261.4.
RSM PROGRAM	RESIDENTIAL SPECIAL MATERIALS PROGRAM - Operation of CITY collection programs which include HHW, electronics and Universal Waste materials designated to be diverted from landfills for reuse, recycling or proper disposal.
SAFE CENTERS	Acronyms for Solvents, Automotive, Flammables, and Electronics Collection Centers are permanent collection centers where residents and businesses may drop off their RSM items, U-WASTE and E-WASTE in various locations around the CITY.
SENATE BILL 20 (SB20)	Electronic Waste Recycling Act of 2003, Senate Bills 20 and 50, Chapter 23 of Title 22 of the California Code of Regulations, which made it illegal to dispose of electronics in the trash, and established a funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.
SHIPPING PAPERS	Legal 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	Pronounced "squee-Gee" Small Quantity Generator. Businesses which meet the criteria specified in 40 CFR 261.5. Program Fees collected and costs borne by CONTRACTOR. Also see CESQG.
STATE	State of California
SUBCONTRACTOR	Any contractor, supplier, vendor, or equipment rental business that is subcontracted by the PROPOSER to do work on this CONTRACT.

TSDF	Treatment, Storage and Disposal Facility; a permitted waste management facility as defined by CCR Title 22, Section 66260.10.
UNACCEPTABLE WASTE(S)	Any waste stream that requires special permits, licenses, or procedures for their management, including but not limited to explosives, ammunition, radioactive waste, and medical waste.
UNIT RATE	Prices for items listed on the rate schedules which represent the total cost for disposal of that item.
UNIVERSAL WASTE	Waste containing hazardous materials that are conditionally exempt from classification as hazardous wastes pursuant to California Code of Regulations, Title 22, Division 4.5, Chapter 11, and Section 66261.9. Such waste includes but is not limited to: electronic devices, batteries, electric lamps, mercury-containing equipment, CRTs, CRT glass, and non-empty aerosol cans.
U-WASTE	UNIVERSAL WASTE.
VSQG	Very Small Quantity Generator Formerly CESQG
WASTE MANAGEMENT	All procedures or methods used in handling RSM including collection, classification, segregation, packing, transport, storage, and disposal such as recycling, fuel blending, treatment, incineration, and land-filling.
WHITE GOODS	Freezers, refrigerators, air conditioners, and other appliances.
WORK WEEK	<p>SAFE CENTERS AND MOBILE COLLECTION EVENTS; The operating week consists of up to seven days of operation at the SAFE Centers and Mobile Collection Events.</p> <p>FIELD SERVICES-SCHEDULED Routine Services shall be FIELD SERVICES scheduled Monday to Friday, between the operating hours of 5:00 am – 5:00 pm.</p> <p>FIELD SERVICES-EMERGENCY</p>

	Emergency Services shall be on-call requests for FIELD SERVICES.
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.

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.

SECTION 3. GENERAL HOUSEHOLD HAZARDOUS WASTE REQUIREMENTS

CODE OF FEDERAL REGULATIONS

[TITLE 40 \(RCRA\) Part 261.4](#)

Exclusion of household waste generated by normal household activities (e.g., routine house and yard maintenance) from definition and regulation as a hazardous waste.

Wastes included in the household hazardous waste exclusion must meet two criteria:

1. The waste must be generated by individuals on the premise of a temporary or permanent residence, and
2. The waste stream must be composed primarily of materials found in wastes generated by consumers in their homes.

Household hazardous waste is excluded from Subtitle C of RCRA, but regulated under Subtitle D as a solid waste on the state and local level.

[TITLE 49 \(Transportation\)](#)

Rules and regulations issued by the Department of Transportation and Department of Homeland Security that govern all forms of domestic transportation of hazardous materials. Includes state regulations and requirements for preparing, shipping, and handling dangerous goods including but not limited to the following:

- Hazardous materials descriptions
- Packaging requirements and quantities permitted in containers
- Shipping documentation
- Markings and labels
- Training and safety

CALIFORNIA SENATE BILL 20 2003 (SB20)

Electronic Waste Recycling Act of 2003, Senate Bills 20 and 50, Chapter 23 of Title 22 of the California Code of Regulations, made it illegal to dispose of electronics in the trash, and established a funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic waste (CEW).

CALIFORNIA CODE OF REGULATIONS

[TITLE 8 \(Cal-OSHA\) CCR Chapter 4 Subchapter 7](#)

Rules and regulations issued by the Department of Industrial Regulations and enforced by the Division of Occupational Safety and Health that govern worker health and safety. Includes but not limited to state regulations governing plans, training, equipment, work restrictions and public safety. For more information go to <https://www.dir.ca.gov/title8/sb7g16a109.html>.

TITLE 14 Section 18751.1 CCR

Requires jurisdictions to implement a HHW Element to safely collect, recycle, treat and dispose of household hazardous wastes generated by households within the jurisdiction.

TITLE 22 Division 4.5 CCR

Generator requirements for hazardous waste and universal waste pertaining to the following areas:

- Hazardous waste determination
- Identification number
- Waste accumulation
- Labeling and marking
- Emergency procedures and contingency plans
- Training
- Shipments
- Transportation
- Reporting

CALIFORNIA HEALTH AND SAFETY CODE - HSC § 25218

The Legislature hereby finds and declares all of the following:

(a) Residential households which generate household hazardous waste and very small businesses which generate small amounts of hazardous waste in the state need an appropriate and economic means of disposing of the hazardous waste they generate.

(b) Abandonment or illegal disposal of household hazardous waste and hazardous waste from small businesses and the continued disposal of those wastes into the solid waste stream is a threat to public health and safety and to the environment.

(c) It is the shared responsibility of citizens, commercial small quantity generators, disposal facility operators, hazardous waste processors, manufacturers, sellers, solid waste handlers, and state and local agencies to ensure the proper recycling and disposal of household hazardous waste and conditionally exempt small quantity generator waste.

Local Used Oil Program Public Resources Code

State of California CalRecycle annual grant awarded to local governments according to PRC Section 48691 outlines the activities required to qualify.

(a) A local used oil collection program shall provide for used lubricating oil collection by either of the following or a combination of the two:

(1) Ensuring that at least one certified used oil collection center is available for every 100,000 residents not served by curbside used oil collection, that accepts oil from the public at no charge, during the hours the center is open for business.

(2) Providing used oil curbside collection at least once a month.

(b) A local used oil collection program shall include a public education program that informs the public of locally available used oil recycling opportunities.

(c) A local government may implement its used oil collection program in conjunction with other similar programs in order to improve used oil recycling efficiency.

(d) A local government that has implemented the used oil collection and education elements of subdivisions (a) and (b) may also include, in the local used oil collection program one or both of the following:

(1) Provisions for the mitigation and the collection of oil and oil byproducts, including other solid waste that may be mixed with oil or oil byproducts from stormwater runoff, including devices to capture that stormwater runoff, such as the use of storm drain inlet filter devices. A local government shall not receive a payment pursuant to Section 48690 for the purposes identified pursuant to this paragraph unless the local government certifies that it has a stormwater management program that is approved by the appropriate California regional water quality control board and that the provisions in the local used oil collection program approved for funding under this paragraph are consistent with that approved stormwater management program.

(2) A used oil filter collection and recycling program.

GENERAL HOUSEHOLD HAZARDOUS WASTE REQUIREMENTS

The RSM Group ensures that Personal Service Contractors demonstrate a high degree of operational performance, technical abilities and cost effectiveness to develop and provide services to collect, transport and dispose of Household Hazardous Waste when transporting and disposing the volumes generated by the City.

The City utilizes contractors for management of household hazardous and non-hazardous wastes that are generated at a collection point. Waste management includes identification and classification of waste; packaging waste in appropriate USDOT-approved shipping containers; preparation of any and all required shipping papers and profiles; transportation of waste to various facilities; providing a 24-hour emergency contact telephone number; providing certificates of recycling/destruction for

all wastes; and other related work. The contractor also provides support for new programs and changes in the materials the City decides to manage differently.

Waste Management Hierarchy

Because LASAN is committed to reducing waste disposed at landfills, emphasis is placed on diversion. The City reserves the right to continuously seek alternatives to landfilling and implement zero waste programs. As LASAN progresses towards the CITY'S zero waste goals, the CITY, at their sole discretion, shall have the right to evaluate other types of RSM collection programs. The CITY may implement other related programs through the CONTRACT.

The City and its contractors and subcontractors shall follow, when feasible, the waste disposal hierarchy established by the State. This hierarchy calls for recycling and reclamation whenever possible.

Treatment and energy recovery are the preferred methods of disposal because they will result in reducing long-term liability for the CITY. Incineration is considered a less desirable option. The CITY may request the CONTRACTOR to landfill certain waste materials. Landfilling is the least desirable option. The CITY PROGRAM MANAGER must approve all waste items being landfilled.

Accepted Industry Standards

The City and its contractor's warrant that the services will be performed consistent with generally accepted industry standards. All contractors shall perform the services described with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

The City ensures all Contractors shall manage all 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.

Household Hazardous Waste Management Requirements

The CONTRACTOR shall guarantee management of all household hazardous and non-hazardous wastes that are generated at a collection point. Waste management shall include identification and classification of waste; packaging waste in appropriate USDOT-approved shipping containers; preparation of any and all required shipping papers and profiles; transportation of waste to various facilities; providing a 24-hour emergency contact telephone number; providing certificates of recycling/destruction for all wastes; and other related work.

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 CITY PROGRAM MANAGER shall have the discretion to revise the Scope of Services and Rate Schedules to provide support for existing and new programs.

The CONTRACTOR shall manage all 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. LASAN shall not accept custody of any rejected wastes.

Waste Management Methodology

LASAN strongly encourages recycling of hazardous and nonhazardous waste. The CONTRACTOR shall provide appropriately trained staff to segregate and identify all wastes received at collection events and SAFE Centers. Waste shall be segregated according to the requirements of the disposal facility.

Waste Acceptance Policy

The CITY clearly advertises to the public that explosives, radioactive waste, and medical waste are not accepted at the household hazardous waste collection events and SAFE Centers. In the event a participant brings these materials to the collection event, the CONTRACTOR is instructed to return these materials to the participant. If unacceptable materials were accepted knowingly, the materials management shall be billed to the City at *No Charge*.

If unacceptable waste is not detected, the CONTRACTOR shall manage the waste and invoice the CITY on a case by case basis.

No PBR prohibited waste shall be accepted by CONTRACTOR or Subcontractor staff.

PBR prohibited waste, by reason of its composition or characteristics is:

- A toxic or hazardous substance, or hazardous waste, regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6902 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State of California, and local laws and regulations; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of California, and local laws and regulations; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended, and regulations promulgated thereunder; or in any future additional or substitute federal, State of California or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes;
- Infectious medical waste resulting from medical procedures which may cause or is capable of causing disease, including body fluids, laboratory cultures, sharps and pathological waste.
- Any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation; or (d) listed as unacceptable waste in any of the landfill's operating permits (Solid Waste Facility Permit, Waste Discharge Requirements, etc.).

No trash or recyclables such as cardboard, plastic or glass shall be accepted by the CONTRACTOR. These items should not be unloaded and the participant informed as to the proper disposal of these items.

If the CONTRACTOR knowingly accepts non-HHW waste, the cost of disposal shall be the responsibility of the CONTRACTOR.

Waste Scavenging

The CONTRACTOR shall be liable for any damages, which can be attributed to scavenged waste. The CITY strictly prohibits any person from removing any waste (i.e., scavenging) for their own personal use. The CONTRACTOR shall enforce this policy. This includes e-waste and any electronic devices or information which are guaranteed to be destroyed and never used for refurbishing purposes.

Treatment, Storage and Disposal (TSD) Facilities

CONTRACTORS must provide the names of all facilities and hauling companies that may transport, store, burn for fuel, treat, incinerate, landfill or in any other way manage each waste type until the waste has reached its final disposition.

CONTRACTORS shall identify their waste management facility (ies), including subcontractors, which will receive each waste type proposed for management. A primary and several back-up facilities may be named.

Upon execution of the contract, CONTRACTORS shall submit documentation demonstrating that their primary TSD meets minimum requirements. The documentation shall include, but not be limited to:

- A narrative history of the facility which describes the previous uses of the facility and property, if any; the facility's permitting history; descriptions of any events which caused activation of the facilities contingency plan; and notices of violation issued to the facility and their resolution.
- A list of the names and phone numbers of the person(s) at each regulatory agency currently responsible for inspecting and/or permitting the primary ten-day storage facility.
- Copies of written correspondence between the regulatory agencies and the facility regarding the last three (3) inspections of the facility.
- A copy of the facility's most recent CUPA audit package.
- Toxic Substances Control Act (TSCA) permit issued by the U.S. EPA.
- Any current permits including, but not limited to, air quality, water quality, industrial waste, business, or zoning issued by an agency that has jurisdiction over the facility.

Ten Day Storage Facility (TDSF) Requirements

The CONTRACTOR, or their approved SUBCONTRACTOR, shall own and operate a fully permitted TDSF. The facility shall preferably be located within the LA COUNTY. The facility must be capable of storing, on a temporary basis, all the HHW generated at RSM collection sites. The facility shall be operated in accordance with the requirements of the California Health and Safety Code Section 25123(a)(3) and Title 22, Section 66263.18 of the California Code of Regulations.

In the event that a CONTRACTOR'S primary Treatment, Storage and Disposal Facility is located within the LA COUNTY, the primary TSDf shall also satisfy the requirements of this Section.

Approved Waste Management 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 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.

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 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 may only add waste management facilities to the APPROVED FACILITIES LIST upon the CITY's approval. All changes to the APPROVED FACILITIES LIST must be in writing and shall be effective as of the date stipulated in the notification.

The CITY has the right to (1) add or delete 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 and fax numbers.
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.

Changes to the Waste Management Facilities List

Upon contract execution, the CITY and the CONTRACTOR mutually agree to a final waste management facilities list. At any time, the CITY and the CONTRACTOR shall have the right to (1) add or delete 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. All changes to the hazardous waste facilities list must be mutually agreed to, in writing, by both parties and shall be effective as of the date stipulated in writing.

Indemnification of Disposal Facilities

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.

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 pay all waste management costs that are associated with that waste, 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.

Packaging of Waste

The CONTRACTOR shall package wastes in the most efficient manner. The CONTRACTOR shall fill each container to the maximum physical extent possible, based upon USDOT regulations, geometry of the shipping container, and geometry of the waste to be packaged. The average waste volumes for lab packed drums shall be two (2) gallons of waste in a 5- gallon container, ten (10) gallons of waste in a 30-gallon container and twenty (20) gallons of waste in a 55-gallon container. These volumes shall be the basis for the proposed waste management costs. The CONTRACTOR may opt to utilize other packages in addition to those specified in the RATE SCHEDULE. In such a case, the CONTRACTOR shall propose a supplement of the RATE SCHEDULE to the PROGRAM MANAGER, specifying the unit rate.

Vehicle Emissions Standards

The CONTRACTOR'S entire fleet of heavy duty vehicles, including SUBCONTRACTOR'S fleet, must comply with California Air Resources Board (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.

Reports and Documentation

a. 24 Hour Emergency Contact

The CONTRACTOR shall maintain a live person 24-hour emergency contact number for the shipment of hazardous wastes, as required by Title 49 Code of Federal Regulations, Section 172.604. The CONTRACTOR shall notify the CITY, in writing, within 24 hours of any reported incident involving the CITY's waste.

b. Waste Profiles and Shipping Papers

The CONTRACTOR shall prepare all SHIPPING PAPERS, including but not limited to uniform hazardous waste manifests, straight bills of lading, and land disposal restriction forms. The CONTRACTOR shall establish profiles for all hazardous waste, anticipated to be generated through the operation of the collection sites. The CITY is the generator of all wastes and as such shall sign all shipping papers.

c. Waste Management Report

The CONTRACTOR shall prepare a Waste Management Report in hard copy and electronic format acceptable to the PROGRAM MANAGER on a monthly basis. The due date for each month shall be timely as agreed upon by the PROGRAM MANAGER. The report shall be in a form and contain information required on the CALRECYCLE Form 303.

d. Certificates of Disposal/Destruction and Recycling

The CONTRACTOR shall provide certificates of disposal/destruction and/or recycling for all waste managed from each collection event and SAFE Center at no additional cost to the CITY. LASAN waste shall be tracked until the waste has reached the final ultimate management facility and a final certificate of disposal/destruction, reuse or recycling has been transmitted to LASAN. CONTRACTORS shall include the final disposal destination as well as any intermediary transfer facilities or TSDFs. The CONTRACTOR shall provide a database for the CITY to look up/gather waste tracking documentation including shipping documents (manifests, BOLs, etc.), Form 303 data, and Certificates of Disposal/Recycling. The CITY should be able to track all waste collected through the RSM program from their point of generation to their final disposal/management.

e. Manifest Summary Reports

The CONTRACTOR shall prepare and submit a manifest summary report, listing the amount of waste in each drum by hazard class and manifest numbers on the final day of each collection event and at the end of the month for each SAFE CENTER. Manifest Summary Reports and supporting documentation will be submitted with each invoice. Materials shipped under bills of lading such as lead-acid batteries, latex paint, and fluorescent bulbs shall be included in this report.

f. CalRecycle Form 303

The CONTRACTOR shall prepare and submit a completed CALRECYCLE Form 303 in a format chosen by the CITY, to the CITY 14 days after each collection event.

Before August 15th of each year, the CONTRACTOR shall prepare a Form 303 summary based upon the format set forth by CALRECYCLE, which shall contain information for all events conducted during the prior fiscal year (i.e., July 1 through June 30).

g. VSQG Contact Log

The CONTRACTOR shall prepare and keep on-site a VSQG Contact Log consolidating all inquiries, appointments, drop-offs, fees and manifests from VSQG businesses. Proposed Hazardous Waste Collection, Transfer and Disposal Services. VSQG Contact Log shall be prepared by the Contractor at no additional cost to the City.

h. Safety Plans (Illness Injury and Prevention Plans)

The CONTRACTOR shall describe their Workplace Safety Program and submit a copy of all Workplace Safety Compliance Programs and Policies, including but not limited to an Injury and Illness Prevention Plan. CONTRACTOR shall note if these documents are also available in different languages to their employees. CONTRACTOR shall be responsible for updating the Injury Illness Prevention Plan as needed.

i. OSHA Log

PROPOSER shall maintain an on-site copy of their Occupational Safety and Health Administration (OSHA) Log of Work-Related Injuries and Illnesses and describe how they provide a safe workplace. The CONTRACTOR will outline how the following will be conducted; periodic inspections of the workplace; documentation of employee and subcontractor training; workplace safety programs and policy enforcement; access to workplace safety records and documents; provision for employee rights such as a whistleblower protection program, reports incidents, accidents, and/or workplace safety violations.

j. Site Specific Manuals

The CONTRACTOR shall set aside an area for records and manuals to be kept at each SAFE CENTER neatly organized and labeled. Organization area shall include manifests and records as per regulation.

SECTION 4. RESIDENTIAL SPECIAL MATERIALS PROGRAMS

4.1 SAFE CENTERS

SAFE CENTER - BACKGROUND

SAFE is an acronym for **S**olvents, **A**utomotive, **F**lammables and **E**lectronics. SAFE Centers are managed by City personnel who are responsible for overall site operations, including customer service, survey data collection, conflict resolution, and contractor oversight.

HHW, U-Waste and E-Waste are collected, sorted, packed, manifested and transported to a designated TSDf, recycling or disposal facility by contractor personnel. This is a free, drop-off drive-thru service for both City and LA County households. HHW, Universal and other wastes are collected, bulked and manifested for transport to a recycling/disposal facility.

The SAFE Centers operate on a 5 day schedule which includes weekends. SAFE Centers are open to the public Saturdays and Sundays, and waste collected on the weekend is shipped out Mondays through Wednesdays. The hazardous waste contractor operates permanent household hazardous waste collection centers. VSQG and 3R programs are based out of selected SAFE Center locations.

SAFE CENTER LOCATIONS

West Valley

Nicole Bernson (Balboa) SAFE Center
OPEN Saturdays and Sundays 9:00am-3:00pm
10241 N. Balboa Boulevard Northridge, CA 91325

Harbor

Gaffey Street SAFE Center
OPEN Saturdays and Sundays 9:00am-3:00pm
1400 N. Gaffey Street San Pedro, CA 90731

Northeast Los Angeles

Los Angeles-Glendale (LAG) SAFE Center
OPEN Saturdays and Sundays 9:00am-3:00pm
4600 Colorado Boulevard Los Angeles, CA 90039

Playa Del Rey

Hyperion SAFE Center
OPEN Saturdays and Sundays 9:00am-3:00pm
7660 West Imperial Highway, Gate B Playa Del Rey, CA 90293

East Valley

Randall Street SAFE Center
11025 Randall Street Sun Valley, CA 91352
OPEN Saturdays and Sundays 9:00am-3:00pm

West Los Angeles
UCLA SAFE Center
OPEN Thursdays, Fridays and Saturdays 8:00am-2:00pm
This site ONLY accepts electronic waste on Saturdays
550 Charles E. Young Drive West, Los Angeles, CA 90095

East Los Angeles
Washington Blvd. SAFE Center
OPEN Saturdays and Sundays 9:00am-3:00pm
2649 E. Washington Blvd. Los Angeles, CA 90021

SAFE CENTER OPERATION

Supervision, Staffing, Operation and Services for SAFE Collection Centers may include, but are not limited to, the following:

1. SETUP (Mobilization)
2. DAYS AND HOURS OF OPERATION
3. STAFFING
4. OFFICE SET UP AND RECORDKEEPING
5. MANIFESTING
6. DISPOSAL AND TREATMENT SERVICES
7. VEHICLE QUEUING
8. VEHICLE UNLOADING
9. WASTE SEGREGATION AND MANAGEMENT
10. WASTE BULKING
11. PROVIDING MATERIALS AND EQUIPMENT
12. TESTING OF SECONDARY CONTAINMENT
13. HOUSEKEEPING & FACILITY MAINTENANCE
14. MAINTENANCE OF DECONTAMINATION AREA
15. STOCKING & MAINTENANCE OF REUSE AREA
16. SMALL QUANTITY GENERATOR PROGRAM SQG (CESQG)
17. PROGRAM INFRASTRUCTURE SUPPORT

1. SETUP (Mobilization)

The CONTRACTOR shall be responsible for setup and operation of SAFE CENTERS.

Setup includes as needed supplies required for operating SAFE CENTERS. All labor shall be billed separately on timecards. An operating week includes five (5) days of operations at each SAFE CENTER. Bulking and maintenance and office operations shall be concluded without incurring overtime. Additional days of operation must be authorized by the CITY PROGRAM MANAGER or designee.

SET UP of the SAFE CENTERS includes, but is not limited to the following;

- A 10-mil. thick polyethylene sheeting or equivalent shall be laid down over the entire area where wastes will be managed. The sheeting shall be taped down or otherwise secured to the surface below. A double layer of polyethylene sheeting, or equivalent, covered by a non-skid layer of plywood or other such material shall be laid down and secured in the areas where liquids will be bulked and shall extend four (4) feet beyond the bulking area. The CONTRACTOR shall replace the polyethylene sheeting in the "hot zone" monthly or more often if needed. If tears are present in the sheeting, the CONTRACTOR must repair or replace the sheeting immediately to prevent contamination of groundwater and surrounding environment.

A double layer of polyethylene sheeting or equivalent shall be placed under each roll-off box. The sheeting shall extend four (4) feet beyond each side of the roll-off box. Each box shall be lined with polyethylene sheeting or equivalent to minimize contamination and leaks.

- All tables and other work surfaces shall be covered with polyethylene sheeting or equivalent of sufficient thickness to maintain integrity throughout the period of operations.
- All supplies and equipment shall be staged in the "hot zone" before the commencement of collection activities.
- The CONTRACTOR shall ensure that all directional and informational signs, traffic cones, and other traffic control devices to establish required traffic lane(s) required for the operation are in place before operations begin.
- Support areas for breaks, equipment storage, and paperwork preparation shall be established as required by Cal OSHA. All food and drinks must only be stored and consumed in the office area or outside the Hot Zone. Smoking or vaping is not permitted inside nor within 20 feet of a SAFE CENTER. Liquid refreshments and meals shall be provided to SAFE CENTER staff to maintain employee health and safety and efficient SAFE CENTER operations during days Centers are open to the public.
- Canopies shall be provided at cost where wastes are managed to cover the areas when there is no roof.
- All waste and supplies shall be stored away into the proper storage lockers at the end of each operating day by CONTRACTOR. The CONTRACTOR staff shall perform all housekeeping activities.
- The CONTRACTOR is responsible for maintaining an adequate stock of safety supplies which include but are not limited to appropriate personal protective equipment such as respirators, decontamination supplies, and water for on-site decontamination.

- All trucks are required to load waste onto transport vehicles, and transport to disposal facilities.
- The direct cost of a forklift rental needed to load waste onto trucks for transport to disposal facilities. Each forklift rental must be authorized by the CITY PROGRAM MANAGER or designee. The CONTRACTOR may only charge the CITY for rental of forklift for the day of transport and not for any additional days unless authorized by the CITY PROGRAM MANAGER or designee.

2. DAYS AND HOURS OF OPERATION GENERAL CONDITIONS

With the exception of UCLA, SAFE CENTERS operate five days per week; from 8:00 AM to 4:30 P.M. Wednesday shall be the preferred VSQG drop off day. Two days are bulk, pack and ship days.

The CITY shall have the right to close, change operating hours, set conditions or limitations on, or determine operating days at all SAFE CENTERS when deemed necessary, and will give reasonable notification to the CONTRACTOR.

PUBLIC ACCESS/DAYS AND HOURS

Public access and use of the SAFE CENTERS are provided depending on the SAFE CENTER operating schedule, generally open on Saturdays and Sundays from 9:00 A.M. to 3:00 P.M. The UCLA SAFE CENTER schedule is Thursday, Friday and Saturday from 9:00 AM to 3:00 PM. The CESQG Program will operate from 10:00 AM to 2:00 PM on an appointment basis on days to be determined. The CITY reserves the right to increase or decrease the number of SAFE CENTERS, SAFE CENTER operating hours and days, which may include closure, change of hours and/or determining and setting conditions or limitations on operating days and hours. The CITY shall provide reasonable advance notice to the CONTRACTOR in the event of any change in public access to the SAFE CENTERS.

HOLIDAYS AND WEATHER

The SAFE CENTERS shall be closed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

SAFE CENTERS may close to the public on rainy days only when the weather is deemed unsafe and it presents a hazardous condition where potential spills may occur or when the ground becomes too wet that slips and falls may be a potential risk. If the SAFE CENTERS are closed or are contemplating closure due to rain, the CONTRACTOR shall notify and/or obtain written approval from the CITY PROJECT MANAGER or designee.

One Lead Technician shall be assigned to the SAFE CENTER and must be present on the premises during normal hours of operation regardless of SAFE CENTER closure due to rain. The Lead Technician shall ensure there are no illegal drop-offs, perform paperwork, and do site clean-up work.

3. STAFFING

Minimum Qualifications

All CONTRACTOR and Subcontractor staff must meet, maintain and provide documentation (e.g., certificates of completion) throughout the term of the contract. The following are necessary qualifications:

- Personnel must be under an OSHA-compliant annual medical surveillance program.
- Personnel must be 40-hour HAZWOPER trained as specified in 29 CFR, Section 1910.120;
- Personnel must have a continuous record of 8-hour HAZWOPER refresher trainings annually within one year of their initial 40-hour training;
- Personnel must have Hazardous Material Transportation training as specified in 49 CFR, Section 172.704 within the last three years or when new regulations are introduced.

Technicians

Individuals designated as technicians must have the minimum qualifications listed above and be able to complete the following tasks:

- Unload and sort incoming waste;
- Bulk appropriate waste streams;
- Assist with facility set-up and clean-up as directed;
- Perform other duties as assigned by the Site Supervisor, their designee, or CONTRACTOR'S lead personnel; and
- Operate a Forklift (at the discretion of the District to meet the needs of the Program). Contractor will be responsible for training its staff.
- Complete administrative tasks including but not limited to, daily inspection forms, SQG appointments;
- Coordinate with District Senior staff and Contractor's Project Manager for shipments and supplies and
- Other duties as assigned by the CITY PROJECT MANAGER or their designee.

Verification of Training

Contractor shall provide, prior to being eligible to work at the SAFE CENTER, a detailed written description of training (including certificates) provided to its staff or Contractors who will be staffing for this program. In addition, the Contractor will be required to provide proof of training for each staff member appropriate to their job function for Title 22, OSHA and DOT requirements and any other applicable State or Federal regulations including but not limited to, DOT, OSHA, forklift and respirator training. Contractor may provide proof of training within one business day for urgent assignments.

SAFE Center Orientation

Prior to being eligible to work at the SAFE CENTER, contract staff shall read and familiarize themselves with the SAFE CENTER's program literature. Staff shall meet

with LASAN'S PROGRAM MANAGER or designee for an overview of the LASAN HHW Program and discussion of the facility expectations and procedures. This includes periodic orientation by CITY staff.

Contract Staffing Requests

LASAN will request as needed contract staffing on a weekly basis by Thursday for the following operating week. The request may be made for work increments for a full day or half day. The CONTRACTOR shall provide the names of each contract staff secured by 8 AM Monday in response to the staffing request.

Occasionally, urgent same-day requests for staffing will be made due to unscheduled District staff absences. CONTRACTOR shall respond to and provide back-up staffing within one hour for urgent staffing requests.

Contract Staffing No-Shows

It is the CONTRACTOR'S responsibility to determine and provide adequate staffing for each SAFE Center. The CONTRACTOR is responsible for securing replacement staff for any no-shows before SAFE Center operation begins.

Contract Staff Training

CONTRACTOR shall review and understand the LASAN's HHW program requirements as described in the facility's Operating Manual.

4. OFFICE SET UP, RECORDKEEPING and REPORTING

The CONTRACTOR shall provide, at their own expense, equipment and supplies necessary for the administration of each SAFE CENTER office including, but not limited to computer equipment, printer and preprinted forms, timesheets, manifests, bills of lading, labels and Employee Safety and Operation Manuals which shall include Operational and Preventative Maintenance plans.

Monthly Manifest Summary Reports

The CONTRACTOR shall prepare and submit a manifest summary report, listing the amount of waste in each drum by hazard class and manifest numbers at the end of the month for each SAFE CENTER. Materials shipped under bills of lading such as lead-acid batteries, latex paint, and fluorescent bulbs shall be included in this report. A CITY representative shall review the manifest.

E-Manifest

The U.S. Environmental Protection Agency (EPA) rule effective June 30, 2018 established protocols and procedures for the electronic submission and tracking of HHW shipping manifests. The CONTRACTOR shall conform to the requirements of the "E-Manifest Act" authorized by the EPA to implement a national electronic manifest system.

CalRecycle Form 303 data

The CONTRACTOR shall prepare and submit complete CALRECYCLE Form 303 data for all RSM Program services in hard copy and electronic format specified by the CITY. Reports shall be submitted monthly for all waste collected by the 15th of the following month.

By August 15th of each year, the CONTRACTOR shall prepare a Form 303 summary based upon the format set forth by CALRECYCLE, which shall contain information for all waste collected during the prior fiscal year (i.e., July 1 through June 30).

Subcontractor (MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE) Utilization (Schedule B)

The CONTRACTOR shall prepare and submit a monthly Subcontractor Utilization Report; listing current MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE subcontractor invoiced amounts. 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. CONTRACTOR payments to SUBCONTRACTORS shall be subject to audit for a period of four (4) years from the termination or expiration of this AGREEMENT. The MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE Utilization Report shall be signed by the CONTRACTOR PROGRAM MANAGER supporting the claimed expenditures.

Certificates of Disposal/Destruction and Report

In addition to copies of Certificates of Disposal/Destruction, the CONTRACTOR shall be responsible for providing a "chain of custody" report that tracks each manifest from a SAFE Center to its ultimate destination.

5. MANIFESTING

The CONTRACTOR shall efficiently and correctly manifest materials that will comply with and satisfy requirements of: California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the California Department of Toxic Substance Control; the U.S. EPA permitted disposal facility's requirements for receiving the materials; and the CITY.

Manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review drum markings, labels, and manifests prior to signing manifests and shipping waste.

CONTRACTOR shall include description and examples of E-Manifest procedures and a sample of monthly reporting and tracking.

6. DISPOSAL/TREATMENT SERVICES

The CONTRACTOR shall provide on-site technical staff who are properly trained to collect, sort, weigh, inventory, package, manifest, transport, and provide for the treatment, disposal, recycling and reuse of all RSM and VSQG wastes. The CONTRACTOR shall perform these services on scheduled days and times and on an as needed basis.

These services will include but are not limited to receiving, sorting, categorizing, and performing sampling and analysis as needed, packaging, bulking, labeling, marking, manifesting, transporting, and disposing of hazardous wastes generated by residents and VSQG so on behalf of the CITY. In addition, the CONTRACTOR must be able to respond, contain, clean up, and remove emergency hazardous waste spills occurring at the facilities when notified.

The CONTRACTOR shall ensure that all waste packaged and stored at the SAFE Centers is transported to a permitted TSD within one (1) year.

The CONTRACTOR'S performance of services herein will be in accordance with and to the satisfaction of the CITY and any other pertinent and relevant federal, state or local codes and regulations.

The CONTRACTOR is required to be aware of acceptance and analytical requirements for disposal of RSM at CITY approved, EPA-permitted disposal facilities prior to packaging and transporting of waste.

The CITY PROGRAM MANAGER or designee shall be notified of the waste management methods used for materials collected and disposed by the CONTRACTOR.

The CONTRACTOR shall not package any materials that can be managed as non-hazardous waste and disposed of into the regular trash. The CONTRACTOR shall use reconditioned drums for containerization of hazardous waste whenever permissible. The CONTRACTOR shall replace drums used for storage of bulk antifreeze and waste oil with new drums a minimum of every ninety (90) days at all SAFE CENTERS. Each time a drum is replaced, the CONTRACTOR shall identify the new drum by marking it with the date the replacement was made.

7. VEHICLE QUEUING

Traffic lanes shall be established to provide for the safe and efficient flow of traffic through the SAFE CENTERS. Each participant shall be greeted and surveyed by a CITY staff.

CONTRACTOR shall describe procedures for handling vehicle traffic and queuing at the facility. CONTRACTOR shall provide sufficient detail to assure that CITY vehicles have ready access and provisions in the case that the facility experiences increased traffic or delays.

The facility shall have trained staff to spot/guide each collection vehicle. The number of spotters shall be site specific and at the direction of the CITY PROJECT MANAGER.

8. VEHICLE UNLOADING

The CONTRACTOR shall provide staff with the required training to unload vehicles. The unloading staff shall be responsible for inspecting incoming loads for unacceptable

materials (e.g. The explosives; radioactive, or medical/biohazardous waste) or materials which are not HHW. No CITY Staff will be responsible for unloading vehicles.

Unacceptable materials and non-HHW items shall remain unloaded and the participant informed that they are unacceptable. Any unknown materials should be identified by the participant. The CONTRACTOR is responsible for any unacceptable materials that are unloaded from participant vehicles. If it can be shown that the CONTRACTOR unloaded unacceptable materials, the materials will be disposed of at the CONTRACTOR'S expense.

The CONTRACTOR is responsible for all damage to and property missing from participants' vehicles through the act of unloading the vehicle.

It is the responsibility of the CONTRACTOR'S site supervisor to notify the CITY PROJECT MANAGER or designee of complaints and incidents within 24 hours of their occurrence.

9. WASTE SEGREGATION AND MANAGEMENT

The CONTRACTOR shall provide staff who are trained to segregate and identify all wastes received at the SAFE CENTERS. Waste shall be segregated according to the requirements of the disposal facility.

E-WASTE collected at SAFE Centers shall be packaged according to DOT regulations and any specific directives from E-WASTE contractor's requirements.

The CONTRACTOR is responsible for all damage to property and/or personnel through the act of waste segregation and management.

10. WASTE BULKING

The CONTRACTOR shall bulk materials on site as needed. Typically, antifreeze and motor oil are bulked on site. There will be no mobilization/demobilization charges for bulking operations at the SAFE CENTERS.

Materials shall be bulked according to the requirements of the disposal facility and/or as specified by the CITY. The CONTRACTOR is responsible for all costs associated with the management of contaminated, bulked materials when the contamination is the result of the CONTRACTOR failing to test the waste for the presence of contamination and/or failing to follow established procedures to prevent the waste from becoming contaminated.

The CONTRACTOR shall ensure that bulking activities are performed to ensure maximum cost efficiency to the CITY, while adhering to all safety and environmental guidelines. For instance, if an adequate quantity of waste was not accepted for bulking within a given week of operations, then the CONTRACTOR shall not perform bulking operations until an adequate quantity of waste is available for such activity.

11. PROVIDING MATERIALS AND EQUIPMENT

The CONTRACTOR shall provide an adequate number of containers, packaging materials, and absorbent for various SAFE CENTER activities. The CONTRACTOR shall provide personal protective equipment, supplies, and administrative materials which include but are not limited to protective clothing, goggles, respirators, tools, supplies, and any other materials/supplies, forms, manifests, labels, markings, placards, and equipment required to conduct hazardous materials-related activities (Standard Services) at all SAFE CENTERS. These items shall be provided as part of mobilization and/or set up fees.

12. TESTING OF SECONDARY CONTAINMENT

The CONTRACTOR shall test the secondary spill containment reservoirs of the pallets and storage module buildings at each SAFE CENTER annually. Inspections shall include filling each reservoir with water to ensure no leaks are evident, then removing and properly containing the water and determining proper disposal. Additionally, CONTRACTOR staff shall complete Inspection Reports and submit required forms to the CITY PROGRAM MANAGER or designee upon completion of the inspections. If leaks in containment reservoirs are found, CONTRACTOR staff shall immediately contact the CITY PROGRAM MANAGER or designee to arrange for replacement or repair of the pallets.

13. HOUSEKEEPING

The CONTRACTOR is required to maintain all the SAFE CENTERS in a neat and organized manner on a daily basis in order to attain a clean and safe working environment, including offices and bathrooms. This will require but not be limited to organized and orderly files, spills and splatters being cleaned up immediately, the plastic sheeting on the floor changed weekly or more often as needed. All holes must be patched immediately. Paper and debris must be picked up inside and along the outside perimeter of the SAFE CENTER before opening and after closing. The SAFE CENTER must be swept daily or more often as needed. Spills and residues on the outside of the bulking drums must be wiped off immediately. All labels and markings must be legible and securely affixed to the containers. All waste must be packaged and stored in the appropriate container at the end of each day, and all supplies stored within the interior fencing of the facilities unless the CITY PROGRAM MANAGER or designee has approved otherwise. (Also see 17. Program Infrastructure Support).

All food and drinks must only be stored and consumed in the office area or designated break area away from public view or outside the SAFE CENTER fence. Smoking is not permitted in or near SAFE CENTERS.

The CITY PROGRAM MANAGER or designee will conduct periodic inspections addressing issues and will identify any areas of concern. The CITY will require the CONTRACTOR to remedy any deficiencies.

The CONTRACTOR shall provide facility maintenance and support necessary to efficiently operate all facilities used in the CITY's RSM program. At the CITY's request, the CONTRACTOR shall provide site scheduling coordination and support for improvements. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

14. MAINTENANCE OF DECONTAMINATION AREA

The decontamination area alongside the "hot zone" shall be maintained by the CONTRACTOR. This area shall contain personal protective equipment, a sink, water, soap, eyewashes, and a first aid kit.

15. STOCKING AND MAINTENANCE OF REUSE PROGRAM

The Reuse, Recycle and Reduce (3R) Program was established to collect unused, unwanted HHW from S.A.F.E. Centers and divert it away from disposal. These unused HHW are given back to the community for free at mobile promotional events.

The 3R program requires contractor staff at S.A.F.E. Centers to identify the eligible items that meet the 3R program criteria, and to set them aside during weekend operations. These items are then picked up by RSM staff during the week and consolidated at the Washington S.A.F.E. Center storage site. Also see Section 4.2 REUSE, RECYCLE AND REDUCE (3R) PROGRAM.

Reuse Events are typically held concurrently with a Mobile Collection Event. Residents with a valid photo ID can participate in this giveaway event. Residents are allowed up to 5 free items, and required to sign a waiver of liability. Items are weighed and recorded before going home with a resident. This data is reported in the State Form 303 report format.

New unopened containers received at the facility are further processed for resource recovery and/or beneficial reusable products. Residential drop-offs in new or like new condition shall be set aside to be redistributed back to the public in the reuse program. Like materials shall be collected and stored according to the instructions provided.

The CONTRACTOR shall identify and stock HHW items as determined by the CITY for later distribution to the public.

16. VERY SMALL QUANTITY GENERATORS (VSQG) or (CESQG)

The RSM program assists small businesses in safely disposing of their Hazardous Waste. The CONTRACTOR will accept drop offs from VSQG by appointment at a designated SAFE Center per a schedule determined by the CITY. The VSQG program is operated on a fee-for-service basis which meets the criteria specified in Section 261.5 of Title 40 of the CFR.

The CONTRACTOR shall independently operate the program including retention of fees and absorption of all shipping and disposal costs and program administration. There is no additional cost to the CITY to operate the program. CONTRACTOR shall

provide a written monthly report to the PROGRAM MANAGER all calls, appointments, material manifested and fees collected.

VSQGs are businesses, non-profit organizations, schools, churches, and local jurisdictions that generate small quantities of hazardous waste. Frequently, VSQGs cannot afford the costs associated with an employee packing and transporting the hazardous waste to a collection facility event. In those cases, a fee for at-the-door pickup may be more cost-effective and convenient for the VSQG. If implemented, the CONTRACTOR shall provide staff, supplies, materials, equipment, and transportation to pick up hazardous waste from SQGs and transport it to a SAFE CENTER or event approved for accepting VSQG hazardous waste.

The CONTRACTOR shall staff and operate a fee-for-service VSQG Program that will be implemented at the collection centers and events for qualified small businesses, nonprofit organizations, churches, schools, and local jurisdictions to dispose of hazardous waste.

The VSQG Program will operate on an appointment basis from 10:00 A.M. to 2:00 P.M. on days to be determined. Appointments shall be scheduled at 15-minute intervals.

The CONTRACTOR shall be responsible for collecting, categorizing, packaging on site, and then transporting the VSQG waste to a designated SAFE CENTER or ten-day storage facility approved for accepting VSQG hazardous waste for processing, recycling, reuse and/or disposal.

The CONTRACTOR shall provide all personnel, equipment, supplies and services to operate the VSQG Collection Programs on behalf of the City. It will service the hazardous waste collection program to serve SQGs as defined in Section 261.5 of Title 40 of the Code of Federal Regulations. VSQG collection events shall be operated either in coordination with RSM collection events (during the same weekend, perhaps, but held as separate events on different days) or as stand-alone collection events. The CONTRACTOR shall provide all labor and materials for collection, proper identification, segregation, packaging, storage, and transport for treatment, recycling, reuse, or disposal.

The CONTRACTOR shall also be required to provide to the CITY a VSQG price list, a schedule of VSQG appointments, and a report of monies collected. The CONTRACTOR shall ensure that VSQG waste is not commingled with residential waste.

The CITY shall be responsible for obtaining the necessary environmental documentation and approvals, operating permits, and land-use approvals prior to commencing operations, handling administrative customer service requests, and obtaining variances.

The CONTRACTOR and CITY responsibilities may be subject to change depending upon the implementation and operational plan submitted by the CONTRACTOR.

17. PROGRAM INFRASTRUCTURE SUPPORT

CONTRACTOR shall provide, as requested by the CITY, services and/or manage sub-contractors for training, environmental services, public education, engineering services and at least one licensed Contractor for facility maintenance and repair.

While the CITY has staff who are highly experienced in many of these areas, the CITY seeks to augment existing staff, and draw upon the resources of outside consulting services on an as-needed basis. The CITY shall assign specific projects to the CONTRACTOR in writing. Support requests shall include, but are not limited to, providing those services listed below:

- **Training Services** – The CONTRACTOR shall provide RCRA and Hazardous Materials Training as required by the CITY.
- **Environmental Services** – The CONTRACTOR shall provide consulting services with respect to compliance with federal, state and local environmental laws and regulations, including those related to the Clean Air Act; RCRA; the Toxic Substances Control Act; the Comprehensive Environmental Response; Compensation and Liability Act; and involve such regulatory agencies as the United States Environmental Protection Agency, the California State Environmental Protection Agency, and other federal, state and local environmental agencies.
- **Operation and Preventative Maintenance** – The Contractor shall provide and maintain onsite Operation and Maintenance Plans.
- **Engineering Services** – The CONTRACTOR shall provide professional and technical design, engineering and project development services to support the development and construction of the RSM program's infrastructure and emergency repair.
- **Facility Repair** – The CONTRACTOR shall be responsible for notifying the CITY program manager, in writing, at the end of each week regarding the facility physical plant status which may include but not necessarily be limited to the following:

1. Facility Repair:
 - Lighting Systems
 - Pest Management
 - Electrical Switchgear and Electrical Systems
 - Landscaping, tree maintenance, and maintaining walkways.
 - Fire alarm and Fire Suppression Systems
 - Janitorial Cleaning
 - Plumbing
 - Maintain grounds and parking lot
 - HVAC
 - Window Cleaning
 - Security (at the CITY'S direction)
 - Painting

2. Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than \$5,000 with the prior written consent of the CITY, negotiating and reviewing contracts to be entered into by the CONTRACTOR for capital repairs and improvements to a facility and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts. Engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the SAFE CENTER.
3. Perform such other facility management tasks for program's facilities as may be mutually agreed upon.
4. Ensuring that maintenance and repairs are performed by trained technicians and observing that such maintenance and repairs shall not interfere with the operations of the site.
5. The CONTRACTOR shall include the percentage fee to the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects.

4.2 REUSE, RECYCLE AND REDUCE (3R) PROGRAM

REUSE, RECYCLE AND REDUCE (3R) PROGRAM

The Reuse, Recycle and Reduce (3R) Program was established to collect unused and gently used HHW from SAFE Centers and divert it away from disposal. These unused and gently used HHW are given back to the community for free at mobile promotional events.

The 3R program requires contractor staff at SAFE Centers to identify the eligible items that meet the 3R program criteria, and to set them aside during weekend operations. These items are then picked up by RSM staff during the week and consolidated at the Washington SAFE Center storage site.

CONTRACTOR shall comply with the following collection procedures:

- CONTRACTOR staff will sort material according to the collection criteria.
- CONTRACTOR staff will clean off the container as necessary
- CONTRACTOR staff will place reusable products in designated storage areas

CONTRACTOR shall adhere to the following product collection criteria:

- Product is more than half-full, and gently used or unused
- Product is a common household item and is readily available to the general public
- Product is not on the "Items Not Accepted for Reuse" list
- Product label is intact and readable
- Product is in its original container and must have original labeling (no hand marks)
- Product container is not compromised in any way (rusting, cracked, broken cap, torn label, leaking, bulging, punctured, etc.)
- Product must not be expired or within 2 months of expiring
- Propane tanks must not be within 1 year of requiring recertification

3R events are typically held concurrently with Mobile Collection Events and City approved event locations. Residents with a valid photo ID can participate in this giveaway event. Residents are allowed up to 5 items, and required to sign a waiver of liability. Items are weighed and recorded before going home with a resident. This data is reflected in the State Form 303 report.

HHW Items collected are as follows:

- | HOUSEHOLD | |
|--------------------------------------|-------------------------------|
| • Polish | • Lighter Fluid |
| • Cleaner | • Unused Light Bulbs |
| • Degreaser | • Aerosol and Spray Cleaners |
| • Drain Opener (Drain-O, Plumr, etc) | • Antibacterial/Disinfectants |
| • Laundry Detergents | • Glue |
| • Bleach | • Nail Polish Remover |

- Shampoo (unused)
- Lotion (unused)
- Rechargeable/unused Batteries

BACKYARD/GARDEN/LANDSCAPE

- Pesticides/Herbicides (consumer use)
- Fertilizers (consumer use)
- Pool Chemicals
- Chlorine Tablets
- Propane tanks (BBQ, camping stoves)

GARAGE

- Paint
- Paint Thinner, Strippers, Solvents
- Grease & Rust Solvents
- Wood & Metal Cleaner
- Antifreeze
- Transmission Fluids
- Motor Oil
- Fuel Additives

HHW items not accepted for the program are as follows:

- Agricultural Pesticides (food crops)
- Arsenic Products
- Asbestos
- Automotive Batteries
- Banned Pesticides (Dursban, Diazinon, etc.)
- Carbaryl (Sevin Insecticide)
- Carbon Tetrachloride
- Chemicals for experimental purposes
- Chloranil
- Chlordane
- CFCs/Ozone Depleting Products (freon, air horns)
- Cyanides
- DDT
- Dioxin
- Electronic Devices
- Endrin
- Explosives, ammunition, fireworks
- Heptachlor
- Hydrofluoric Acid Products
- Lead-based Paints
- Lead Compounds
- Malathion
- Mercury/mercury compounds
- Naphthalene
- Nicotine
- Nitric Acid Products

- Paradichlorobenzene (mothballs, toilet deodorants)
- PCBs
- Penta (2,4,5-T) Products
- Peroxides
- Personal Care Products (hair spray, makeup, medication, feminine hygiene)
- Pharmaceuticals
- Photographic Chemicals
- Piperonyl butoxide (PBO) found in Pyrethroid Products
- Racing fuels
- Radioactive Products (smoke detectors)
- Rodenticides containing Warfarin, Brodifacoum, Difethialone, or Bromethalin
- Root killers containing copper
- Smoke detectors
- Strychnine products
- Unknowns

4.3 VERY SMALL QUANTITY GENERATOR (VSQG) aka CESQG PROGRAM

VERY SMALL QUANTITY GENERATOR (VSQG) aka CESQG PROGRAM

The CITY introduced a Conditionally Exempt Small Quantity Generators (CESQG) collection program in April of 1998 to assist small businesses in safely disposing of their hazardous waste. VSQG collection events shall only accept hazardous waste on a fee-for-service basis from small businesses which meet the criteria specified in Section 261.5 of Title 40 of the CFR.

The CONTRACTOR shall prepare to conduct the VSQG collection on a stand-alone basis. Service revenue and expenses are the responsibility of the CONTRACTOR. The impacts of this service on operations must be addressed. Also, the CONTRACTOR shall provide a complete description of procedures for separating the CITY'S HHW from materials generated by this program.

The CONTRACTOR shall operate the fee-for-service VSQG Program that is implemented at designated SAFE collection centers for qualified small businesses, nonprofit organizations, churches, schools, and local jurisdictions located in LA County to dispose of hazardous waste. The CONTRACTOR shall supply all personnel, equipment, supplies and services. There is no additional cost to the CITY.

The CONTRACTOR will document written and verbal correspondence with potential VSQG participants, schedule appointments, and collect documentation and fees. The CONTRACTOR shall provide all documentation including but not limited to appointment logs, participant waste inventories, receipts, and shipping manifests and BOLs (if applicable) for all appointments to the CITY on a monthly basis.

The VSQG Program will operate on an appointment basis from 10:00 A.M. to 2:00 P.M. on days to be determined by the CITY. Appointments shall be scheduled at intervals no closer than 15 minutes apart.

The CONTRACTOR shall be responsible for collecting, categorizing, packaging on site, and then transporting the VSQG waste to a designated ten-day storage facility approved for accepting VSQG hazardous waste for processing, recycling, reuse and/or disposal.

The CONTRACTOR shall be required to provide the CITY in writing a VSQG price list, a schedule of VSQG appointments, and a report of monies collected. The CONTRACTOR shall ensure that VSQG waste is not co-mingled with residential waste.

The CONTRACTOR and CITY responsibilities may be subject to change depending upon the implementation and operational plan submitted by the CONTRACTOR.

4.4 MOBILE EVENTS AND REMOTE SITE COLLECTION SERVICES

MOBILE EVENTS AND REMOTE SITE COLLECTION SERVICES

ONE DAY MOBILE COLLECTION EVENTS

Background

Mobile events collect HHW, used oil, e-waste, and paint, or a combination determined by RSM staff. The locations and dates are selected by the RSM staff. Staff applies for the EPA ID number if the location is a new site. RSM staff coordinates with the contractor regarding mobilization, staffing required, traffic flow and other details. Staff also plans the method of advertising the event including postcards and social media.

The CITY may schedule any number of mobile used oil and/or other RSM collection events. The CONTRACTOR operations at these collection events include event mobilization, event staffing, waste management and event demobilization and packing and shipping wastes collected at the event.

The CONTRACTOR shall operate RSM collection events on behalf of the CITY. The following subsections describe the minimum technical requirements for the collection events. The CITY reserves the right to modify the operation of the RSM collection events at any time.

Event Mobilization

Each collection event will be mobilized on the day or the day before the commencement of operations, or as otherwise specified by the CITY. Before mobilization, the CITY and the CONTRACTOR shall mutually agree upon the set-up size for the event.

Each set-up shall include adequate supplies and equipment to serve the estimated number of participants per day (i.e., 100, 200, etc.) plus 75 participants. Therefore, an estimated 100 participants per day set-up shall be capable of serving up to 175 participants per day.

Estimates of event size are based upon participation at prior events held in the same area. These estimates shall not serve as a guarantee of a minimum or maximum number of participants and/or quantities of waste to be received at a given collection event.

The UNIT RATE for mobilization listed on the RATES SCHEDULE shall include but not be limited to all necessary equipment, safety supplies, food, beverages, forklifts, portable lavatories, portable sinks, tents, canopies, cones, delineators, tables, plastic sheeting, etc., required to mobilize, operate and demobilize a collection event.

Mobilization charges shall include all necessary labor and transportation costs required to mobilize and demobilize a collection event based on a mutually agreed-upon set-up size-not actual event participation.

Unless otherwise notified by the CITY, collection events shall be mobilized as described below:

- A 10-mil thick polyethylene sheeting or equivalent shall be laid down over the entire area where wastes will be managed. The sheeting shall be taped down or otherwise secured to the surface below. A double layer of polyethylene sheeting, or equivalent, covered by a non-skid layer of plywood or other such material shall be laid down and secured in the areas where liquids will be bulked and shall extend four feet beyond the bulking area.
- A layer of polyethylene sheeting or equivalent shall be placed under each roll-off box. The sheeting shall extend four feet beyond each side of the roll-off box. Each box shall be lined with polyethylene sheeting or equivalent to minimize contamination and leaks.
- All tables and other work surfaces shall be covered with polyethylene sheeting or equivalent of sufficient thickness to maintain integrity throughout the period of operations.
- All supplies and equipment are to be staged in the "hot zone" before the commencement of collection activities.
- The CONTRACTOR shall provide all directional and informational signs, traffic cones, and other traffic control devices to establish a single traffic lane adjacent to the unloading area. All signs shall be constructed and printed as specified by the CITY.
- Support areas for breaks, equipment storage, and paperwork preparation shall be established as required. Liquid refreshments and meals shall be provided to all event staff to maintain employee health and safety and efficient event operations.
- Canopies shall be provided to cover the areas where wastes are managed.
- Site mobilizations shall be done with minimal affect to the property. For example, tent spikes shall not be allowed to secure canopies to the ground.
- Reasonable and adequate safety supplies shall be supplied by the CONTRACTOR. This shall include but is not limited to: appropriate personal protective equipment (including respirators), decontamination supplies, and adequate water for on-site decontamination.

Event Demobilization

The collection event shall be demobilized at the end of each operation. All wastes shall be transported to the appropriate waste management facility after each operation. No waste shall remain on-site after the cessation of operations for the event.

The CONTRACTOR, at their sole expense, shall restore the site to the condition it was in before the collection event. All stains shall be removed and/or covered with the appropriate sealer, all holes shall be patched, and the area shall be thoroughly cleaned of all debris. All damaged foliage shall be repaired or replaced. Demobilization charges are included in the Mobilization fee.

Event Staffing

The CONTRACTOR shall supply appropriately trained staff as requested by the CITY PROJECT MANAGER to operate the Mobile Collection Event for the CITY. Staffing will be based on the estimated number of event participants.

Vehicle Queuing

Traffic lanes shall be established to provide for the safe and efficient flow of traffic through the collection event.

Vehicle Unloading

The CONTRACTOR shall provide appropriately trained staff to unload vehicles. The unloading staff shall be responsible for inspecting the incoming loads for unacceptable materials (i.e. explosive, radioactive, or medical/biohazardous waste) that are not considered household hazardous waste. Any boxes, cardboard and plastic containers should be opened and returned to the participant. All unknown materials should be identified by the participant.

Unacceptable materials shall be returned to the participant if inadvertently unloaded. The participant shall be informed why the materials were unacceptable. The CONTRACTOR is responsible for any unacceptable materials that are unloaded from participant vehicles.

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

Waste Segregation and Management

The CONTRACTOR shall provide appropriately trained staff to segregate and identify all wastes received at the collection events. Waste shall be segregated according to the requirements of the disposal facility.

Waste Bulking

The CONTRACTOR shall bulk materials on site as requested by the CITY. Antifreeze, motor oil, flammable liquids, reclaimable latex paint, non-reclaimable latex paint, and latex paint sludge are typically bulked at the SAFE CENTERS. Materials shall be bulked according to the requirements of the disposal facility and/or as specified by the CITY. The CONTRACTOR is responsible for all costs associated with the management of contaminated bulked materials when the contamination is the result of the CONTRACTOR failing to test the waste for the presence of contamination and/or failing to follow established procedures to prevent the waste from becoming contaminated.

Waste Consolidation

The CONTRACTOR shall ship any partially filled containers of waste directly from the mobile collection event site to the nearest SAFE CENTER for further consolidation. In addition, the CONTRACTOR shall also ship all rechargeable batteries (e.g., nickel cadmium, nickel metal hydride, lithium ion, and small sealed lead) to the nearest SAFE CENTER for consolidation. The waste shall be shipped to the SAFE CENTER on a hazardous waste manifest or BOL. Once received at the SAFE CENTER, the manifest or BOL is terminated.

Any waste transported from a mobile collection event to a SAFE CENTER will not be invoiced or reported on the Form 303 under the mobile collection event. Only waste that is manifested directly to a TSDf for immediate disposal will be invoiced and reported on the Form 303. The CONTRACTOR will provide the CITY with copies of all shipping papers, including manifests used to transport waste from a FIELD event site to a TSDf.

A handling fee known as a TRANSPORT FEE as described in the most recent RATE SHEETS shall be charged for transport of waste from mobile collection event site to the SAFE CENTERS.

Inventory/Lab Pack Area

Inventory/lab pack area shall be covered with a canopy when weather conditions warrant, such as extreme heat or chance of rain. All hazardous wastes shall be packaged for transport in accordance with USDOT requirements. All waste packages shall be labeled in accordance with applicable State and Federal regulations.

Decontamination Area

A decontamination area shall be erected alongside the "hot zone". This area shall contain personal protective equipment, a sink, water, soap, eyewashes, and a first aid kit. This area shall be the sole means of entering and exiting the "hot zone".

Break Area

A break area shall be set up for refreshments and meals. It shall be covered by a canopy to provide shade or shelter from unpleasant weather conditions. The CITY shall not reimburse the CONTRACTOR for the cost of meals or refreshments.

Security

On site security shall be provided by the CONTRACTOR during non-working hours prior to the event. The CONTRACTOR is responsible for all costs associated with lost, stolen or damaged equipment. Security personnel shall have access to a cellular phone and be given a list of phone numbers of personnel to contact in the event of an incident during non working hours.

USED OIL COLLECTION AND RECYCLING PROGRAMS

Used Oil and Filter Collection Services

The City's used oil programs properly recycle used motor oil and oil filters. RSM Staff finds suitable locations for events, completes the necessary paperwork/permits (CUPA Permits, Site use Agreement) involved in hosting Mobile & Filter Exchange Events then works with the contractor to run a successful event. This includes agreement upon traffic flow and control, site layout, and no-parking zones. The RSM group works with LADOT to put up the no-parking signs.

The program also conducts outreach to City of LA residents which promotes events and contains information regarding the many different ways to recycle used oil and oil filters in the city.

The program works with the GSD print shop and mailing service to send event mailers to residents notifying them of upcoming events near them. Mailers are edited based on the event type and changes that LASAN and/or CalRecycle requires. Information about upcoming events and used oil recycling is also provided to residents via social media.

Filter Exchange Events

The City also hosts events at auto parts stores where residents can bring their used oil filters (limit of 2 per resident) for recycling and they will receive new oil filters free of charge. The advertising for these events is done by the City via mailers sent to residents near the filter exchange event location and through social media.

Marina Collection Program

The CITY schedules collection of used oil and oil filters from 14 Marina Oil Recovery Centers that provide marinas a location to properly dispose of their used oil and oil filters on an as needed basis.

The CITY is responsible for monitoring Marina sites and scheduling the CONTRACTOR for a used oil/used oil filter pickup.

Marina	Berth	Address	City	Zip code
Cabrillo Yacht Marina	31	224 Whaler's Walk	San Pedro	90731
Cabrillo Yacht Marina (2)	33	241 Watchorn Walk	San Pedro	90731
Holiday Harbor-Cabrillo Marina	34	241 Watchorn Walk	San Pedro	90731
Cabrillo Beach Yacht Club	35	211 W. 22nd Street	San Pedro	90731
Cabrillo Way Marina, site 1	41	2293 Miner Street	San Pedro	90731
Cabrillo Way Marina, site 2	43	2293 (2945) Miner Street	San Pedro	90731

Marina	Berth	Address	City	Zip code
Holiday Harbor Marina	201	701 Shore Rd.	Wilmington	90744
California Yacht Marina	202	720 Peninsula Rd.	Wilmington	90744
Pacific Yacht Landing	203	700 Peninsula Rd.	Wilmington	90744
Leeward Bay	200H	611 Henry Ford Ave.	Wilmington	90744
Yacht Haven Marina	202A	720 Peninsula Road	Wilmington	90744
Newmark's Yacht Centre	204B	700 Anchorage Road	Wilmington	90744
Lighthouse Yacht Landing	205B	700 Anchorage Road	Wilmington	90744
Island Yacht	205D	801 Henry Ford Ave.	Wilmington	90744

Certified Collection Centers (CCCs) Program

Certified Collection Centers (CCCs) throughout the City provide residents a one-stop location to properly dispose of their used oil and used oil filters. Certified Collection Centers within the City operate in various capacities. CCCs include auto part stores without bay services (AutoZone, O'Reilly's), independent auto part stores, auto part stores with bay services (Pep Boys), lube centers (Jiffy Lube, Valvoline, etc.), tire stores (Mountain View Tire/Goodyear), auto dealers, auto dismantlers, auto repair, and service stations. Each CCC is responsible for reporting their collection of used oil and used oil filters to CalRecycle.

It is a requirement of the Oil Payment Program guidelines to have one CCC for every 100,000 residents. With a population of 4 million, the City of LA is required to have at least 40 certified collection centers. The RSM group helps CCCs with compliance, incentive claims and more. The RSM group also actively tries to recruit more auto parts stores, auto dealers, lube centers etc. to the CCC program.

REMOTE BATTERY COLLECTION SERVICES

RSM Staff schedules pickup of batteries at several locations around the City. The number of sites for each location specified below may vary. The batteries are collected in "Battery Collection" buckets and taken to the nearest SAFE Center at the end of the day of pickup. The size of the batteries must fit into the small opening of the battery bucket.

- **Battery Collection Locations**
 - Public Libraries
 - 28 Jiffy Lube's
 - City Facilities

- LAPD facilities
- Fire Stations

REMOTE SHARPS COLLECTION SERVICES

The CITY maintains a number of Sharps (examples: needles and lancets) collection points located throughout the CITY.

The CONTRACTOR is responsible for the collection, transportation and proper disposal of Sharps from collection points as requested by the CITY. The CONTRACTOR shall collect and transport Sharps within five (5) calendar days of the CITY's request. The CONTRACTOR shall be reimbursed in accordance with the current contract RATE SHEET.

SHARPS are collected from residents only in puncture proof containers with secure lids. These containers can be dropped off at any of the 37 locations or at SAFE Centers. The Senior Citizen Center (SCC) Facilities are specifically for use by senior citizens living in the area or involved with the SCC.

A business should not drop off SHARPS at any of these remote locations. Businesses and home care facilities must make a CESQG appointment at a SAFE Center. The SHARPS locations are listed below but are subject to change.

FACILITY	Address	Zip	CD
Lincoln Heights SCC	2323 Workman Street	90031	1
Lincoln Park SCC	3501 Valley Blvd	90031	1
Montecito Heights SCC	4545 Homer Street	90031	1
Glassell SCC	3750 Verdugo Rd.	90065	1
North Hollywood SCC	11430 Chandler Blvd	91601	2
Canoga Park SCC	7326 Jordan Ave	91303	3
CD 3 Field Office	19040 Vanowen Street	91335	3
Pan Pacific SCC	141 S Gardner Ave	90036	4
Fairfax SCC	7929 Melrose Ave.	90046	5
Van Nuys City Hall	6262 Van Nuys Blvd.	91401	6
Mid Valley SCC	8801 Kester Ave.	91402	6
Sunland SCC	8640 Fenwick	91040	7
Betty Hill SCC	3570 S Denker	90018	8
Slauson SCC	5306 S Compton Ave	90011	9
Jim Gilliam SCC	4000 S La Brea Ave	90008	10
Vineyard Recreation Center	2942 Vineyard Ave	90016	10
Claude Pepper SCC	1762 S. La Cienega	90035	10
Felicia Mahood MPC	11338 Santa Monica	90025	11

Westchester SCC	8740 Lincoln Blvd.	90045	11
Robert M Wilkinson MPC	8956 Vanalden Street	91324	12
Las Palmas SCC	1820 N Las Palmas Ave	90028	13
City Hall East	200 N Spring St.	90012	14
City Hall South	111 E. 1st	90012	14
Public Works Building	1149 S. Broadway	90015	14
Costello SCC	3121 E Olympic Blvd	90023	14
El Sereno SCC	4848 Klamath Pl	90032	14
Boyle Heights SCC	2839 E Third St	90033	14
Highland Park SCC	6152 N. Figueroa Street	90042	14
Watts SCC	1657 East Century Blvd.	90002	15
Anderson Memorial SCC	828 S Mesa St	90731	15
Figueroa Plaza	201 N Figueroa	90012	

SECTION 5. CITY RESPONSIBILITIES

CITY RESPONSIBILITIES

RSM Program Management

The SRCRD'S RSM Group manages the entire RSM Program including Contract Administration, Rate Schedule and this Operations Manual. The CITY, at their sole discretion, shall have the right to evaluate other types of RSM collection programs. The CITY may implement other related programs through the CONTRACT.

SAFE Center Facilities

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

SAFE Center Oversight

The RSM Program Manager's responsibilities include, but are not limited to:

- Determining the collection sites, schedules, operation hours, staffing and equipment requirements for all work.
- Having the sole authority to sign all legally required shipping documents.
- Conducting safety and facility inspections as it deems necessary at SAFE Centers.
- Having the final authority in determining acceptability and/or volume of waste brought to the SAFE Centers
- Verifying all legally required permits and documents and performing such audits as it deems necessary.

Invoice Approval and Processing

The CITY reviews, approves and processes all invoices submitted by the CONTRACTOR in an expeditious manner. Invoice date is set as of the date of approval of a complete and correct invoice.

Maintaining EPA ID Numbers

The CITY is responsible for obtaining the RSM program EPA ID Numbers. There are two types of EPA ID numbers issued by DTSC, permanent and temporary. There is no charge for obtaining either of these types of numbers.

To start the process, the participant calls (800) 618-6942. The permanent number is issued to those businesses that generate hazardous waste on a consistent basis every month. Obtaining the permanent number involves completing some forms provided by DTSC. The temporary number is good for 90 days and is issued for those circumstances involving a one-time clean-out of hazardous materials. The temporary number is issued over the phone.

Form 303 Data Collection and Reporting

The CITY is responsible to meet the requirements of California Code of Regulations (CCR) Title 14, Division 7, Chapter 9, §18751.1 and §18751.2. CCR mandates that each public agency responsible for household hazardous waste (HHW) management shall ensure the amount of material (in pounds) collected through their program during the preceding reporting period (July 1 through June 30) is reported to CalRecycle by October 1 of each year.

DTSC Manifest Reporting

The CITY is responsible for mailing legible copies of the manifests for each and every hazardous waste shipment to the DTSC. The City must also keep the manifests and maintain records for a minimum of three years.

Outreach, Event Promotion and Education

The CITY is responsible for outreach, event promotion and public education regarding proper disposal of HHW.

One Day Mobile Events

The CITY designates site locations and event dates. The CITY is responsible for reaching out to facility directors and assuring all paperwork necessary for acquiring the site is accurate and complete before the event date. During events, the CITY is responsible for keeping track of participation. City staff should be informed if there is a participant with a complaint or concern.

Used Oil Collection and Recycling

- The CITY is responsible for monitoring Marina sites and scheduling the CONTRACTOR for used oil pickup.
- The CITY is responsible for scheduling and staffing Filter Exchange Events.
- The CITY is responsible for maintaining an updated list of the Certified Collection Centers and for recruiting additional centers.

Sharps

The CITY is responsible for monitoring the Sharps program, and scheduling the CONTRACTOR to collect the Sharps from these collection points, transport and properly manage and dispose of the material.

Batteries

The City is responsible for collecting batteries at the designated locations and delivering them to a SAFE Center at the end of day.

Zero Waste

The CITY reserves the right to continuously seek alternatives to landfilling and implement zero waste programs.

Facility Permits

THE CITY shall be responsible for determining, obtaining, and retaining all permits, clearances, approvals, and pay all fees necessary to operate, modify, and/or construct the facilities.

**SECTION 6. OTHER RSM CONTRACTOR
RESPONSIBILITIES**

OTHER CONTRACTOR RESPONSIBILITIES

24 Hour Contact

The CONTRACTOR shall maintain a live person 24-hour emergency contact number for hazardous wastes. The CONTRACTOR shall notify the CITY, in writing, within 24 hours of any reported incident involving the CITY's waste.

Coordination with CITY

It is the responsibility of the CONTRACTOR to coordinate its operations with the CITY PROJECT MANAGER on a regularly scheduled basis. As part of said services, CONTRACTOR or listed Subcontractors shall possess all necessary certifications, licenses, permits, authorizations, and approvals. Tasks are to be conducted in accordance with the RSM Program Operations Manual.

Overtime

It is the CONTRACTOR's responsibility to obtain approval from the Program Manager for overtime as soon as the situation arises. Authorization for approval shall be in writing.

Additional Waste Disposal Services

No services shall be performed, or unlisted waste shall be processed, until a written quotation is first submitted to the PROJECT MANAGER and 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.

Complaints and Incidents

It is the responsibility of the CONTRACTOR'S site supervisor to notify the CITY PROJECT MANAGER of complaints and incidents within 24 hours of their occurrence.

Liability for Damages

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

The CONTRACTOR is responsible for all damages caused by contractor or their subcontractor to City facilities including, but not limited to storage lockers, buildings and landscaping.

Hazardous Waste Segregation and Management

It is the responsibility of the CONTRACTOR to follow the CITY'S priorities and approach to hazardous and electronic waste management by reviewing this Operations Manual in its entirety. The CONTRACTOR shall accept custody and cost of disposal of any rejected wastes.

The CONTRACTOR shall provide appropriately trained staff to segregate and identify all wastes received at the SAFE CENTERS. Waste shall be segregated according to the requirements of the disposal facility.

The CONTRACTOR shall ensure that all waste packaged and stored at the SAFE Centers is transported to a permitted TSDf within one (1) year.

Providing Materials and Equipment

The CONTRACTOR shall provide and shall be responsible for all costs associated with necessary non-capital materials and supplies required for the RSM Program as part of the mobilization fees.

The CONTRACTOR shall provide adequate number of containers, packaging materials, absorbent, personal protective equipment, supplies, and administrative materials, goggles, respirators, tools, supplies, and any other materials/supplies, forms, manifests, labels, markings, placards, and equipment required to conduct hazardous materials-related activities at all SAFE CENTERS, Mobile Events and Remote Site Services.

Waste Scavenging

The CONTRACTOR shall be liable for any damages, which can be attributed to scavenged waste. The CITY strictly prohibits any person from removing any waste (i.e., scavenging) for their own personal use. The CONTRACTOR shall enforce this policy. This includes e-waste and any electronic devices or information which are guaranteed to be destroyed and never used for refurbishing purposes.

HHW Permanent Collection Center Services (SAFE CENTERS)

The CONTRACTOR shall supply all services necessary to operate and maintain SAFE Center facilities in order to accept, weigh, transfer, haul, process, and/or dispose of Household Hazardous Waste, Electronic Waste and Universal Waste in accordance with the provisions of this Operations Manual, including VSQG and 3R Programs.

OFFICE SET UP, RECORDKEEPING and REPORTING

The CONTRACTOR shall provide, at their own expense, equipment and supplies necessary for the administration of each SAFE CENTER office including, but not limited to computer equipment, printer and preprinted forms, timesheets, manifests, bills of lading, labels.

Manifests, BOLs and markings shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review drum markings, labels, and manifests prior to signing manifests and shipping waste.

Document and Office Management

CONTRACTOR shall be prepared to keep an on-site copy of the facilities' permits, clearances, and/or approvals necessary to comply with APPLICABLE LAWS. Including the organization name, contact and phone number for each agency responsible for issuing/monitoring the permits. CONTRACTOR is responsible for organizing a complete and up to date set of Employee and Site Specific Manuals which shall include Operational and Preventative Maintenance plans. CONTRACTOR shall complete administrative tasks including but not limited to, daily inspection forms, VSQG appointments;

Reports

The CONTRACTOR is responsible for ensuring that reports and on-site documents are timely and accurate. Report formats will be to the satisfaction of the CITY'S PROJECT MANAGER.

- Waste Profiles and Shipping Papers
- Waste Management Report
- Certificates of Destruction and Recycling
- Inventory Sheets
- Manifest Summary Reports
- CalRecycle Form 303
- VSQG Contact Log
- Data and Metrics
- Subcontractor (MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE) Utilization
- Print and distribute manifests and bills of lading

Supplies and Equipment

The CONTRACTOR purchases all equipment, packing and PPE supplies used in the operation of RSM Programs inclusive in the Mobilization fee.

Staffing

The CONTRACTOR is responsible to document Subcontractor staff must meet, maintain and provide documentation (e.g., certificates of completion) throughout the term of the contract. CONTRACTOR is responsible for managing and verifying the training of all CONTRACTOR and subcontractor staff.

The CONTRACTOR shall provide sufficient staff to avoid overtime. The CONTRACTOR shall not incur overtime without prior approval of the CITY PROGRAM MANAGER. If an employee of a higher labor class performs the tasks of a lower labor class, then the CITY will be charged for the labor rate of the lower class.

Contract Staffing Requests

Occasionally, urgent same-day requests for staffing will be made due to unscheduled staff absences. CONTRACTOR shall respond to and provide back-up staffing within one hour for urgent staffing requests.

Contract Staffing No-Shows

It is the CONTRACTOR'S responsibility to determine and provide adequate staffing for each SAFE Center and RSM Event. The CONTRACTOR is responsible for securing replacement staff for any no-shows before each SAFE Center or RSM Event operation begins.

MOBILE EVENTS

The CONTRACTOR shall operate RSM collection events on behalf of the CITY. Subsection 4.4 of this Operations Manual describes the minimum requirements for each collection event. The CITY reserves the right to modify the operation of the RSM collection events at any time.

CONTRACTOR is responsible for demobilizing the collection event. All wastes shall be transported to the appropriate waste management facility. No waste shall remain on-site after the cessation of operations.

The CONTRACTOR, at their sole expense, shall restore the site to the condition it was in before the collection event. All stains shall be removed and/or covered with the appropriate sealer, all holes shall be patched, and the area shall be thoroughly cleaned of all debris. All damaged foliage shall be repaired or replaced.

The CONTRACTOR is responsible for all costs associated with the management of contaminated bulked materials when the contamination is the result of the CONTRACTOR failing to test the waste for the presence of contamination and/or failing to follow established procedures to prevent the waste from becoming contaminated.

WASTE CONSOLIDATION AT MOBILE EVENTS

The CONTRACTOR shall ship any partially filled containers of waste and rechargeable batteries directly from the mobile collection event site to the nearest SAFE CENTER for further consolidation. The waste shall be shipped to the SAFE CENTER on a hazardous waste manifest. Once received at the SAFE CENTER, the manifest is terminated.

A handling fee known as SAFE CENTER TRANSPORT FEE as described in the RATE SCHEDULE for Mobile Events shall be charged for transport of waste from mobile collection event site to the SAFE CENTERS.

BREAK AREA AT MOBILE EVENTS

A break area shall be set up for refreshments and meals. It shall be covered by a canopy to provide shade or shelter from unpleasant weather conditions. The CITY shall not reimburse the CONTRACTOR for the cost of meals or refreshments.

SECURITY AT MOBILE EVENTS

On site security shall be provided by the CONTRACTOR during non-working hours. The CONTRACTOR is responsible for all cost associated with lost, stolen or damaged equipment. Security personnel shall have access to a cellular phone and be given a list

of phone numbers of personnel to contact in the event of an incident during nonworking hours.

HOURS OF OPERATION GENERAL CONDITIONS AT MOBILE EVENTS

Mobile events are open to the public from 9:00 AM to 3:00 P.M. The CONTRACTOR is responsible for providing sufficient staff to make overtime unlikely.

STAFFING AT MOBILE EVENTS

The CONTRACTOR shall staff and operate the CITY's Mobile Event with regular, fulltime, experienced and qualified personnel to provide the services herein set forth. CONTRACTOR staff provided shall be the number, their job title(s) and duration of labor agreed upon by the CITY PROGRAM MANAGER or designee.

CONTRACTOR staff shall conduct business in a professional manner with property owner representatives, visitors and other members of the public. The CITY PROJECT MANAGER may choose to substitute or remove any staff who fail to represent the CITY's best interest.

The CONTRACTOR shall provide sufficient staff to avoid overtime. The CONTRACTOR shall not incur overtime without prior written approval of the CITY PROGRAM MANAGER.

If an employee of a higher labor class performs the tasks of a lower labor class, then the CITY will be charged for the labor rate of the lower class.

The CONTRACTOR'S performance of services herein will be in accordance with and to the satisfaction of the CITY and any other pertinent and relevant federal, state or local codes and regulations.

Exhibit 17
RATE SCHEDULES

TASK A RSM Program - Mobilization, Operational and Equipment Rate Schedule (for RSM, E-Waste, and CESQG)

Permanent Collection Center Mobilization Rate Schedule (including CESQG)

Description	Cost	
Mobilization Charge	\$ 471.33	each week, each location ^a
Equipment and Supplies	\$ 176.74	each week, each location ^b
Transport of partially fully drums from mobile event to Safe Center	No Charge	^c
RBRC Transport	N/A	^d
Forklift Rental	at cost	^f
Intra Facility Transport	No Charge	^g
Mobilization charge for UCLA E-waste handling	\$ 117.35	day
Manifest Charge per Manifest (EPA)	\$ 20.00	each
Manifest Charge per Manifest (EPA) 3rd Party	Cost plus 10%	each

a) Cost is a weekly charge for a minimum of one operating day per calendar week, maximum of five operating days per week. A second mobilization trip and supply charge will be assessed for the sixth and seventh operating day per calendar week. Includes labor mobilization costs, personal protective equipment, and site safety supplies required to set up and completely prepare the RSM Center for collection operation and site clean-up after closing.

b) Capital expenditure supplies related to Permanent Collection Center activity.

c) Charge to transport partially filled containers of waste from a mobile collection event to the nearest SAFE CENTER for consolidation.

e) n/a Call2Recycle formerly RBRC provides transportation services.

f) Forklift rentals for operations of SAFE CENTER will be charged to the CITY at CONTRACTOR's cost.

g) Transport of waste containers between SAFE CENTERS for purposes of consolidation.

RSM Collection Operation Labor Rate Schedule

Position Description	Straight Time	Overtime
Site Supervisor	\$ 44.78	\$ 67.16
Health and Safety Officer	\$ 47.13	\$ 70.70
Field Chemist	\$ 44.78	\$ 70.70

Supervising Technician	\$	41.24	\$	61.86
Technician	\$	35.21	\$	51.25
Laborer	\$	34.18	\$	51.25
Security Guard	\$	41.24	\$	61.86
Clerical/Surveys	\$	34.18	\$	51.25
Lead Bulking Tech	\$	34.18	\$	51.25
HHW Technician	\$	34.18	\$	51.25
Other Labor Rates	cost plus 10%		cost plus 10%	

At the Door pickup rate schedule (includes oil filters)

1-5 stops	\$	95.45	per stop
6-10 stops	\$	95.45	per stop
11-20 stops	\$	95.45	per stop

Sharps Pick Up Stops per Day

1-3 stops	\$	95.45	per stop
4-5 stops	\$	76.35	per stop
6 + stops	\$	63.61	per stop

E-Waste Transportation Services

Position Description	Straight Time per hour		Overtime per hour	
Driver	\$	47.83	\$	64.56
Laborer	\$	36.91	\$	55.35
Supervisor	\$	48.36	\$	72.53
Equipment, Supplies, Material	Rate		UOM	
Forklift	\$	30.55	Cost +10%	
Modified Level D PPE (Tyvec, Gloves, and Boots)	\$	13.66	per set	
Supply Van	\$	34.72	per hour	
Tractor with Box Van	\$	34.72	per hour	
Flexbin, 1 Cubic Yard Flexbin	\$	54.67	each	

Mobile Event Site Mobilization and Equipment Rate Schedule

Potential Participation	Total Cost
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Cars per Day	(\$)	
200 cars	\$ 1,472.89	Per one day event
300 cars	\$ 1,855.84	Per one day event
400 cars	\$ 2,356.62	Per one day event
500 cars	\$ 3,181.42	Per one day event
Each additional 100 cars per day	\$ 589.16	Per one day event
ITEM	Cost (\$)	
Tent/Canopy Rental		
Tent/Canopy 10 by 10	\$ 94.26	each day
Tent/Canopy 10 by 15	\$ 129.60	each day
Tent/Canopy 10 by 20	\$ 170.85	each day
Portable lighting	\$ 117.83	each day

Additional Support Service Offerings

8 HR HAZWOPER Refresher	Cost + 10%	
Tank Inspections	Cost + 10%	
Oil Pump Out-Stop Fee	no charge	Must be uncontaminated oil in tanks or bulk drums meeting re-refining specifications

Other

Contractually required Bonds	at cost, charged annually if bonds required
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Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials
For the Oil Pump Out Stop Fee, if crude oil WTI falls below \$38/BBL, both parties agree to renegotiate

TASK A RSM Program Disposal Rates

Profile #	COST PER CONTAINER SIZE 1. FLAMMABLES & POISONS	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom	Packing method	Disp Method	Notes	
	Flammable Liquid	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
LACITY-0040	Flammable Liquid Mixture (Gasoline, Benzene)	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
LACITY-0042	Flammable Liquid, Mixture (Oil Contaminated with Gasoline)	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
LACITY-0043	Flammable Liquid Mixture (Antifreeze, Gasoline)	FI	FB2	79.8	128.25	153.91	174.41	192.67	136.19	197.47	N/A		Bulk	FI		
LACITY-0046	Diesel w/water	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
LACITY-0005	Flammable Liquid, Bulked	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
	Flammable Liquid, Poison	DI	LCCRD	79.8	128.25	153.91	174.42	192.67	239.65	384.76	N/A		LP	DI		
	Flammable Liquid Loosepack	FI	LFB1	43.54	65.31	87.08	87.08	108.84	145.13	384.76	N/A		Loose	FI	Loosepack and/or labpack waste. Flammable liquids not suitable for Fuels incineration will be packed with Flammable Liquids, Poisons.	
LACITY-0009	Flammable Solid (includes ADHESIVES,WAXES,COAL TARs)	DI	LPTN	79.8	159.61	191.53	209.11	223.43	219.45	318.2	438.9	per Fbin/ cyb	Loose	DI		
LACITY-LP1	Flammable Solids with Asbestos	DI	LPTN	79.8	159.61	191.53	209.11	223.43	219.45	318.2	438.9	per Fbin/ cyb	Loose	DI		
LACITY-0008	Paint/Roll Off Box	via PaintCare	LPTP	Will be managed via Paintcare-currently at no charge to the City										Loose	RC	
LACITY-0012	Paint Bulked Solids/Sludge, Latex (Non-Recyclable)	L	LLF	74.1	85.51	85.51	85.51	107.16	156.74	226.97	329.18		Bulk	L		
LACITY-0024	Paint, Oil Based, Bulked	via PaintCare	FB3	N/A	N/A	N/A	N/A	N/A	136.18	197.46	N/A		Bulk	FI		
CH772516-1	Paint, Lab/Loose Packed	via PaintCare	LPTP	Will be managed via Paintcare-currently at no charge to the City										Loose	DI	via PaintCare
DS PA10036-LFB3	Paint, Latex, Cubic Yard Box	via PaintCare	LFB3	Will be managed via Paintcare-currently at no charge to the City										Loose	RC	via PaintCare
Lacity-0008	Paint, Oil Based, Cubic Yard Box (paint related material) Rate is for waste NOT acceptable into PaintCare	FI	LPTP	74.1	85.51	85.51	85.51	107.16	156.74	226.97	338.57	per cyb	Loose	FI	Non Paint Care	
LACITY-0023	Poison Liquid, Flammable	DI	LCCRD	79.8	128.25	153.91	174.42	192.67	239.65	384.76	N/A		LP	DI		
	Poison Liquid	DI	LCCRD	79.8	128.25	153.91	174.42	192.67	282.15	384.76	N/A		LP	DI		
LACITY-0004	Poison Solid	DI	LCCRC	79.8	128.25	153.91	174.42	192.67	282.15	384.76	676.28	per cyb	LP	DI		
LACITY-LP1	Poison/Cyanide Compounds	DI	LRCTB	156.74	313.49	313.49	313.49	391.86	522.48	N/A	N/A		LP	DI		
LACITY-LP1/LCHG4	Mercury Compounds	RC	LCHG4	483.75	1209.38	1857.6	1857.6	2322	3096	4489.2	N/A		LP	RC		
LACITY-LP1/LRCTD	Spontaneously Combustible Compounds	DI	LRCTD	156.74	313.49	N/A	N/A	N/A	N/A	N/A	N/A		LP	DI		
LACITY-LP1/LA99H	Water Reactive Compounds	DI	LA99H	156.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A		LP	DI		
LACITY-LP1	Ammunition, Small Arms	DI	A99X	156.74	330.9	N/A	N/A	N/A	N/A	N/A	N/A		LP	DI	Must package as Ltd Qty	
LACITY-LP1/LRCTD	Smokeless Powder	DI	LRCTD	156.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A		LP	DI		
Profile	COST PER CONTAINER SIZE 2. CORROSIVES	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom	Packing method	Disp Method	Notes	
LACITY-0025	Acid, Inorganic, Liquid	DI	LCCRA	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI		
LACITY-0025	Acid, Inorganic, Solid	DI	LCCRA	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI		

LACITY-0030	Acid, Organic, Liquid	DI	LCCRA	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
LACITY-0030	Acid, Organic, Solid	DI	LCCRA	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
LACITY-0026	Caustic, Inorganic, Liquid	DI	LCCRB	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
LACITY-0026	Caustic, Inorganic, Solid	DI	LCCRB	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
LACITY-0027	Caustic, Organic, Liquid	DI	LCCRB	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
LACITY-0027	Caustic, Organic, Solid	DI	LCCRB	79.8	128.25	153.91	153.91	192.67	244.53	384.76	N/A		LP	DI
Profile	COST PER CONTAINER SIZE 3. OXIDIZERS	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom		
LACITY-LP1	Organic Peroxide	DI	LRCTO	156.74	313.49	313.49	N/A	N/A	N/A	N/A	N/A		LP	DI
LACITY-0031	Oxidizer, Acidic, Liquid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
LACITY-0031	Oxidizer, Acidic, Solid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
LACITY-0029	Oxidizer, Caustic, Liquid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
LACITY-0029	Oxidizer, Caustic, Solid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
LACITY-0028	Oxidizer, Neutral, Liquid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
LACITY-0028	Oxidizer, Neutral, Solid	DI	LCCRO	79.8	128.25	153.91	153.91	192.67	282.15	384.76	N/A		LP	DI
Profile	COST PER CONTAINER SIZE 4. PCB CONTAINING	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom		
LACITY-0020	Dioxin Precursor with no Treatment Standards	DI	LCCR	102.59	205.2	205.2	205.2	256.5	376.2	495.9	N/A		LP	DI
LACITY-0020	Dioxin Precursor for which Treatment Standards Exist	DI	LCCR	QFA	QFA	QFA	QFA	QFA	QFA	N/A	N/A		LP	DI
LACITY-0020	PCB Compounds	DI	LCHSI	102.59	205.2	205.2	205.2	256.5	376.2	545.49	N/A		LP	DI
LACITY-0020	PCB-Containing Capacitors and Transformers	DI	CHCI	102.59	205.2	205.2	205.2	256.5	342	495.9	N/A		Loose	DI
LACITY-0020	PCB-Containing Fluorescent Light Ballasts	DI/ L	CHBI /CHSL	102.59	205.2	205.2	205.2	256.5	376.2	545.49	N/A		Loose	DI/ L
Profile	COST PER CONTAINER SIZE 5. AEROSOLS	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom		
LACITY-0006	Aerosol Can, Flammable	DI	LCCRQ	79.8	105.46	126.53	143.64	143.64	231.99	316.35	615.33	per cyb	LP	DI
LACITY-0006	Aerosol Can, Corrosive	DI	LCCRQ	79.8	105.46	126.53	143.64	143.64	231.99	316.35	615.33	per cyb	LP	DI
LACITY-0006	Aerosol Can, Poison	DI	LCCRQ	79.8	105.46	126.53	143.64	143.64	231.99	316.35	615.33	per cyb	LP	DI
LACITY-0006	Aerosol Can, Unsegregated	DI	LCCRQ	79.8	105.46	126.53	143.64	143.64	231.99	316.35	615.33	per cyb	LP	DI

Profile	COST PER CONTAINER SIZE 6. RECLAIMABLE	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom				
LACITY-0010	Antifreeze	RC	B35	42.75	71.25	85.51	96.9	117.56	156.74	213.75	1.89	per gal	Bulk	RC		
LACITY-0002	Batteries, Recyclable (i.e. Ni-Cad)	RC	LBD2	96.9	152.19	171	206.91	228	334.81	502.23	N/A		Loose	RC		
LACITY-0001	Battery, Lead-Acid	RC	L8LA									no charge	pallet	Loose	RC	
LACITY-0016/CH851070	Fluorescent Light, Straight Tubes	RC	CFL1	N/A	N/A	N/A	N/A	N/A	N/A	N/A		0.19	per foot	Loose	RC	
LACITY-0032/CH959662	Fluorescent Lights, U-Tube	RC	CFL2	N/A	N/A	N/A	N/A	N/A	N/A	N/A		2.32	each	Loose	RC	
LACITY-0034/CH959661	Fluorescent Lights, with Built-In Starter Ballasts	RC	CFL8	N/A	N/A	N/A	N/A	N/A	N/A	N/A		2.32	per lb	Loose	RC	
Profile	COST PER CONTAINER SIZE 6. RECLAIMABLE (CONTINUED)	(RC) Recycle (EC) E	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom				
Lacity-0033/CH851082	High Density Discharge (HID) Lamps	RC	CFL4	N/A	N/A	N/A	N/A	N/A	N/A	N/A		2.32	each	Loose	RC	
LACITY-0012	Latex Paint Solids/Sludge, Bulked for Recycling	RC	FB3R	51.31	85.51	102.59	116.28	128.25	181.83	N/A	N/A		Bulk	RC		
DS-PA10036-LFB3	Latex Paint, Bulked for Reprocessing	via PaintCare	FB3R	Will be managed via Paintcare-currently at no charge to the City										Bulk	RC	Non Paint Care via PaintCare
LACITY-LP1/LCHG2	Mercury, Metallic Mercury devices for retort	RC	LCHG2	387	649.81	957.83	957.83	1197.28	1596.38	N/A	N/A		LP	RC		
LACITY-0013	Motor Oil acceptable for re-refining	RC	SKA31	28.49	34.19	39.9	45.6	51.73	68.97	156.74		0 gal	Bulk	RC	if in 11 rains below \$38/BBL, both parties agree to renegotiate. For re-refining via SK	
	Motor Oil Not acceptable for re-refining		A31								Cost +10%	bulk per gal	Bulk	RC	for Recycle via World Oil	
LACITY-0014/la-debris	Oil Filters	RC	COF	74.1	74.1	74.1	74.1	85.51	94.06	124.27	N/A					
LCY1	Propane and Flammable Gas Cylinders for Recycling (less than 5 gallons)	RC	LCY1-cyle or cysm	N/A	N/A	N/A	N/A	N/A	304.76	N/A		7.52	each	Loose	RC	
LCY1	Propane and Flammable Gas Cylinders for Recycling (larger than 5 gallons)	RC	LCY1-cyme or >	N/A	N/A	N/A	N/A	N/A	N/A	N/A		15.05	each	loose or pallet	RC	
Profile	COST PER CONTAINER SIZE 7. OTHER	(RC) Recycle (EC) Energy C-WTE (F) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom				
LACITY-0021	Battery, Household, Non-Recyclable	L	CBP	79.8	85.51	102.59	116.28	128.25	188.1	N/A	N/A		Loose	L		
DS-8GB-LO0526	Lithium Batteris	RC	L8BGB	N/A	N/A	N/A	N/A	N/A	N/A	N/A		3.55	per lb	Loose	RC	
8791M-LO626	Lithium Batteris	RC	L8BGB	N/A	N/A	N/A	N/A	N/A	N/A	N/A		3.55	per lb	Loose	RC	
LACITY-MW	Medical/ Biohazardous Waste	DI	0	74.1	85.51	96.9	108.3	119.7	156.74	N/A	N/A		Loose	DI		
LACITY-MW	Medical/ Biohazardous Waste	Autosharps	D20AC	N/A	N/A	N/A	N/A	N/A	N/A	N/A		98.98	43 gal tub	Loose	autoclave	
LCCRN	Non-RCRA Liquid	DI	LCCRN	74.1	74.1	74.1	74.1	85.51	145.13	210.43	329.18	per cyb	Loose	DI		
LCCRN, LACITY-0044	Non-RCRA Liquid	L	CBPS	74.1	74.1	74.1	74.1	85.51	94.06	124.27	N/A	per cyb	Loose	L		
LACITY-0047	Oil with Halogens	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI		
LACITY-0007	Non-RCRA Solid	L	CBP / LLF	74.1	74.1	74.1	74.1	85.51	94.06	110.83	329.18	per cyb	Loose	L		
	Environmentally Hazardous Liquid	DI	LCCRN	74.1	74.1	74.1	74.1	85.51	145.13	210.43	N/A		Loose	DI		
lacity-wood	Environmentally Hazardous Solid	L	CBP	74.1	74.1	74.1	74.1	85.51	94.06	179.55	329.18	per cyb	Loose	L		
LACITY-0019	Other Class 9 Liquids	DI	LCCRD	79.8	128.25	153.91	174.42	192.67	94.06	384.76	N/A		LP or Loose	DI		
	Other Class 9 Solids	L	CBP	74.1	74.1	74.1	74.1	85.51	94.06	179.55	329.18	per cyb	Loose	L		
LACITY-LP1/lacity-0036	Medicines, Liquid	DI	RXMX	79.8	128.25	153.91	174.42	192.67	282.15	384.76	N/A		Loose	DI		
LACITY-LP1/lacity-0036	Medicines, Solids	DI	RXMX	79.8	128.25	153.91	174.42	192.67	282.15	384.76	N/A		Loose	DI		
LACITY-0015	Crushed Empty Containers	RC	D23	9.12	17.11	17.11	17.11	21.65	31.34	45.13	N/A		Loose	RC		
	Trash Box, Non-Hazardous Disposal	L	trash-n/a								Cost +10%	40 CY bin	bulk	L		
	Trash Box, Non-Hazardous Recycling	L	trash-n/a								Cost +10%		bulk	L		

Profile	COST PER CONTAINER SIZE 8. ASBESTOS & MISCELLANEOUS	(RC) Recycle (EC) Energy C-WTE (FI) Fuels Incin (I) Incinerate (L) Landfill	Waste class codes	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER	other uom			rate is per lb and minimum charge per 5g drum is \$648.23
LCHG1	Elemental Mercury for Treatment	retire	LCHG1												
	Other Waste Not Listed	L	varies								29.99	per lb with \$	LP	retire	
											Cost +10%		varies	L	
LACITY-0011	Asbestos, Drummed	L	CNIA	85.51	85.51	91.2	102.59	119.7	156.74	N/A	N/A		Loose	L	
LACITY-0011	Asbestos, Cubic Yard Box	L	CNIA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	326.04	per cyb	Loose	L	
LACITY-0011	Asbestos, Oversized, Double-Wrapped or Bagged	L	CNIA	85.51	85.51	91.2	102.59	119.7	156.74	N/A	N/A		Bulk	L	
lacity-0019	Non PCB Ballasts	RC	D80B	45.42	N/A	89.58	N/A	114	167.21	N/A	N/A		Loose	RC	
LRCTQ	Lighters and refills	DI	LRCTQ	156.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Loose	RC	
LCY2	Flammable Gas Cylinders for Recycling (less than 5 gallons)	RC	LCY1	N/A	N/A	N/A	N/A	N/A	304.76	N/A	7.53	per cylinder	Loose	RC	
	Flammable Gas Cylinders for Recycling (larger than 5 gallons)	RC	LCY1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15.04	per cylinder	pallet	RC	
LCY4	Fire Extinguishers & Freon less than 5 gallons	RC	LCY2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	14.51	per cylinder	loose or pallet	RC	
LCY13	Oxygen Compressed less than 5 gallons	RC	LCY4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	33.86	per cylinder	Loose	RC	
LCY13	Acetylene cylinders less than 5 gallons	RC	LCY13	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50.31	per cylinder	Loose	RC	
LCY5	Acetylene cylinders larger than 5 gallons	RC	LCY13	N/A	N/A	N/A	N/A	N/A	N/A	N/A	64.82	each	loose or pallet	RC	
lacity-0050	Ammonia Cylinders	DI	LCY5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	127.71	each	Lecture	DI	
	Smoke Cartridges (includes gopher or smoke bombs)	DI	A99D	156.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A		LP	DI	
	Caustic, Inorganic, Liquid	TR	LAT-B	62.4	124.81	124.81	124.81	156.01	208.01	N/A	N/A		LP	TR	
	Battery, Household, Non-Recyclable	RC	LBD1	N/A	N/A	N/A	N/A	290.25	387	N/A	N/A		Loose	RC	
	PCB-Containing Transformers	RC	CHTR/CHTRH	134.97	202.45	269.93	269.93	337.42	449.89	652.34	N/A		Loose	RC	
	PCB-Containing Fluorescent Light Ballasts	RC	CHBD	127.54	255.07	191.3	191.3	318.84	425.12	616.42	N/A		Loose	RC	
	Toxic Cylinders For Incineration (Adhesive, Isocyanate)	DI	LCY7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	628.875	each	medium	DI	
	Antifreeze, not meeting recycle specs	FI	FB1	45.86	45.86	45.86	45.86	57.32	76.43	110.83	N/A		Bulk	FI	
	Flammable Gas Cylinders for Incinerations	DI	LCY6								131.58	each	Lecture	Loose	DI
	Non-RCRA Solid	DI	LCCRN	74.1	74.1	74.1	74.1	85.51	145.13	210.43	329.18	per cyb	Loose	DI	
	Other Class 9 Solids	DI	LCCRN	74.1	74.1	74.1	74.1	85.51	145.13	210.43	329.18	per cyb	Loose	DI	
	Environmentally Hazardous Solid	DI	LCCRN	74.1	74.1	74.1	74.1	85.51	145.13	210.43	329.18	per cyb	Loose	DI	
	Environmentally Hazardous or Toxic Liquid	DI	D90K or A22K	109.71	219.43	219.43	219.43	274.29	365.72	530.29	N/A		Bulk	DI	
	Manifest Charge per Manifest (EPA) to CH/SK facility												each		
	Manifest Charge per Manifest (EPA) to non CH/SK facility (CH added line)												each		
											cost +10%				

Pricing Conditions

Clean Harbors we cannot respond to leaking/damaged cylinders and/or potentially explosive materials in an emergency
 For the Oil Pump Out Stop Fee, if crude oil WTI falls below \$38/BBL, both parties agree to renegotiate this rate.

TASK A RSM CESQG Disposal Rates

Waste Type	UOM	WCC	Rate per lb
Flammable Liquid	LBS	LFB1	\$ 1.28
Flammable Liquid, bulked	LBS	FB1	\$ 0.26
Flammable Liquid, Poison	LBS	LCCRD	\$ 1.28
Flammable Solid	LBS	LPTN	\$ 1.58
Flammable Solid with Asbestos	LBS	LPTN	N/A
Paint, Latex Solids & Sludge, bulked	LBS	CNOS, FB4	\$ 0.35
Paint, Loosepack or Labpack	LBS	LPTP	\$ 0.75
Poison Liquid Flammable	LBS	LCCRD	\$ 1.28
Poison Liquid or Solid	LBS	LCCRD	\$ 1.28
Cyanide Compounds	LBS	LRCT	\$ 1.70
Mercury Compounds	LBS	LCHG4	\$ 3.54
Spontaneously Combustible Compounds	LBS	LRCT	\$ 5.65
Water Reactive Compounds	LBS	LRCT	\$ 5.65
Ammunition, Sall Arms	LBS	LRCT	CBC
Smokeless Powder	LBS	LRCT	CBC
Acid, Inorganic, Liquid or Solid	LBS	LCCRA	\$ 1.28
Acid, Organic, Liquid or Solid	LBS	LCCRA	\$ 1.28
Caustic, Inorganic, Liquid or Solid	LBS	LCCRB	\$ 1.28
Caustic, Organic, Liquid or Solid	LBS	LCCRB	\$ 1.28
Organic Peroxides	LBS	LRCT	\$ 5.65
Oxidizer, Acidic, Liquid or Solid	LBS	LCCRO	\$ 1.28
Oxidizer, Caustic, Liquid or Solid	LBS	LCCRO	\$ 1.28
Oxidizer, Neutral, Liquid or Solid	LBS	LCCRO	\$ 1.28
Dioxin precursor with no treatment standards	LBS	LCCRP	N/A
Dioxin precursor with treatment standards	LBS	LCCRP	N/A
PCB Compounds	LBS	CHSI, DH3	\$ 1.70
PCB Containing Capacitors and Transformers	LBS	CHBI, CHBL, CHCI	\$ 1.70
PCB Ballasts	LBS	CHBI, CHBL, CHBD	\$ 1.70
Aerosols	LBS	LCCRQ	\$ 1.10
Antifreeze	LBS	A22K	\$ 0.75
Nicad Batteries	LBS	LBD2	\$ 1.52
Lead Acid Batteries	LBS	LBLA	\$ 0.11
Straight Tube Fluorescent Light Bulbs	LBS	CFL1	\$ 1.36
Misc Shaped Fluorescent Light Bulbs	Each bulb	CFL2	\$ 3.25
Compact Fluorescent Light Bulbs	Each bulb	CFL8	\$ 6.50
HID Light Bulbs	Each bulb	CFL4	\$ 3.25
Paint, Latex, bulked	LBS	CNOS	\$ 0.85
Mercury Devices	LBS	LCHG2	\$ 8.00
Mercury Elemental	LBS	LCHG1	\$ 40.00
Motor Oil	LBS	A31	\$ 0.16
Oil Filters	LBS	COF	\$ 0.43
< 5 gal Propane	Each Cylinder	LCY1	\$ 10.00

>5 gal Propane	Each Cylinder	LCY1	\$ 20.00
Batteries, Household, Nonrecyclable	LBS	CBP	\$ 1.00
Medical/ Biohazardous Waste	LBS	D20	\$ 0.75
Non-RCRA Liquid or Solid	LBS	CBP/ CBPS	\$ 0.45
Environmentally Hazardous Liquid or Solid	LBS	CBP/ CBPS	\$ 1.28
Other Class 9 Liquids or Solids	LBS	CBP/ CBPS	\$ 0.45
Medicines, Liquid or Solid	LBS	RXHZ	\$ 1.28
Asbestos	LBS	CNIA	\$ 0.60
CESQG door to door pickup fee	Per Stop		\$ 150.00

TASK B - 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 Per Day	Cost	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 EQUIPMENT	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		
Acid, Chronic, Conc>5%	B22A	54.09	108.2	108.2	135.22	180.32	261.15		1.9 gallon
Acid, Flam. Liquid	LCCRA, CCRC, LAWSP-0040	135.22	270.47	270.47	338.08	450.78	653.63		2.15 gallon
Acid, Flam. Solid	LCCRA	135.22	270.47	270.47	338.08	450.78	653.63		4.29 gallon
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		1.9 gallon
Acid Solns, Nitric, Conc<2%	B22N	70.31	140.66	140.66	175.81	234.4	339.89		4.33 gallon
Acid, Sulfuric, Conc>20%	B22AC, LASTM-0035	54.09	108.2	108.2	135.22	180.32	261.15		1.9 gallon
Aerosol Cans, Corrosive	LCCRQ	84.08	168.15	168.15	210.19	280.25	406.36		4.56 gallon
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
Ammunition, Special	A99X	QFA	QFA	QFA	QFA	QFA	QFA		
Antifreeze, Reclaimable	B35, LACITY-0010, LAPTP-C	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%	B290, B29,	117.2	234.4	234.4	293	390.68	566.49		4.33 gallon
CN Solns, Conc 5% to 10%	B290, B29,	117.2	234.4	234.4	293	390.68	566.49		4.33 gallon
Cyanide Solns, CN>10%	B290, B29,	117.2	234.4	234.4	293	390.68	566.49		4.33 gallon
Cyanide Sludge, CN<5%	B290	171.29	342.6	342.6	428.25	570.99	827.94		1.05 pound
Cyanide Sludge, CN>5%	B290	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	LRCBTB	432.74	865.51	865.51	1081.87	1442.5	2091.62		
Cyanide Solns Labpack	LRCBTB	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.	D231, 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	DB0L, 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		
Fuel Gas Cyls, wt<20 lbs.	LCY6, LCY1, LCY3, LCY13, L	108.2	216.37	216.37	270.47	360.62	522.91	71.25	ea sm-med cyl
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, Slids & Met. Hg	LCHG4	\$57.00/lb w \$522.5	QFA	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 m	\$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, CH39066	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 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.	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
Org'Liq 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
Org'Liq 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	B28l	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	B28l, 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, B28l, 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		
Oxidizer, Solid, Lo Conc	CAXI, LCCRO,		180.32	360.62	360.62	450.78	601.04	871.5	5.26	gallon
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 Capcns & Sm Trs	CHBI, CHBD,		108.2	216.37	216.37	270.47	360.62	522.91		
PCB-Cntng Flrstct 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	522.91		
Paint, Bulk Recyc'ble Latex	FB3R,		42.75	82.94	82.94	103.68	138.24	200.44		1.2 pound
Paint, Bulk Non-Recyc. Latex	FB3, CH472447, LABSM-00		52.73	105.45	105.45	131.81	175.75	254.84		0.38 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, Slids/Sludge for Recyc.	FB4		99.17	198.35	198.35	247.92	330.58	479.33		
Paint, Slids/Sludge, Non-Recy.	FB4, LPTN, CCRK, FB3, LAS		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'ive	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!	8.43	pound
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
Slid Fuels, BTU>5K, HOC<20	FB5, CCRK,		99.17	198.35	198.35	247.92	330.58	479.33		0.43 pound
Slids, 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 charge	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 Added 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 <small>INSERT NAME(S)</small> George L. Curtis & Gregory Malerbi			
depose and say that I am/We are <small>Owner</small> Executive VP & SVP Treasurer			
of <small>(INSERT FIRM NAME OF BIDDER)</small> Clean Harbors Environmental Services, Inc.		MAILING ADDRESS LINE 1 2500 E Victoria Street (local address)	
MAILING ADDRESS LINE 2		CITY Compton	STATE CA
			ZIP CODE 90220
LICENSE NUMBER 720298	LICENSE CLASSIFICATION C-12 HAZ A	LICENSE EXPIRATION DATE	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.

1.	NAME George L. Curtis	SIGNATURE 	TITLE Executive VP	DATE 7/19/2021
2.	NAME Gregory Malerbi	SIGNATURE 	TITLE SVP Treasurer	DATE 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 before me, Gregory Malerbi, SVP Treasurer
Date George L. Curtis Executive VP- Pricing & Proposals
(insert name and title of the officer)

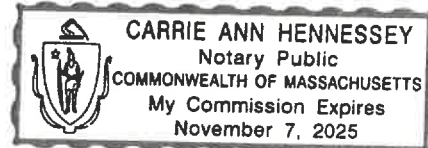
personally appeared Gregory Malerbi and George L. Curtis
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

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

S.T.I.C.S.

THE CORE VALUES THAT MAKE US GREAT



Safety

We make safety our first priority



Teamwork & Collaboration

We achieve more working together



Integrity

We always do the right thing



Customer Service

We strive to exceed customer expectations



Stakeholder Value

We deliver superior results for our stakeholders

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

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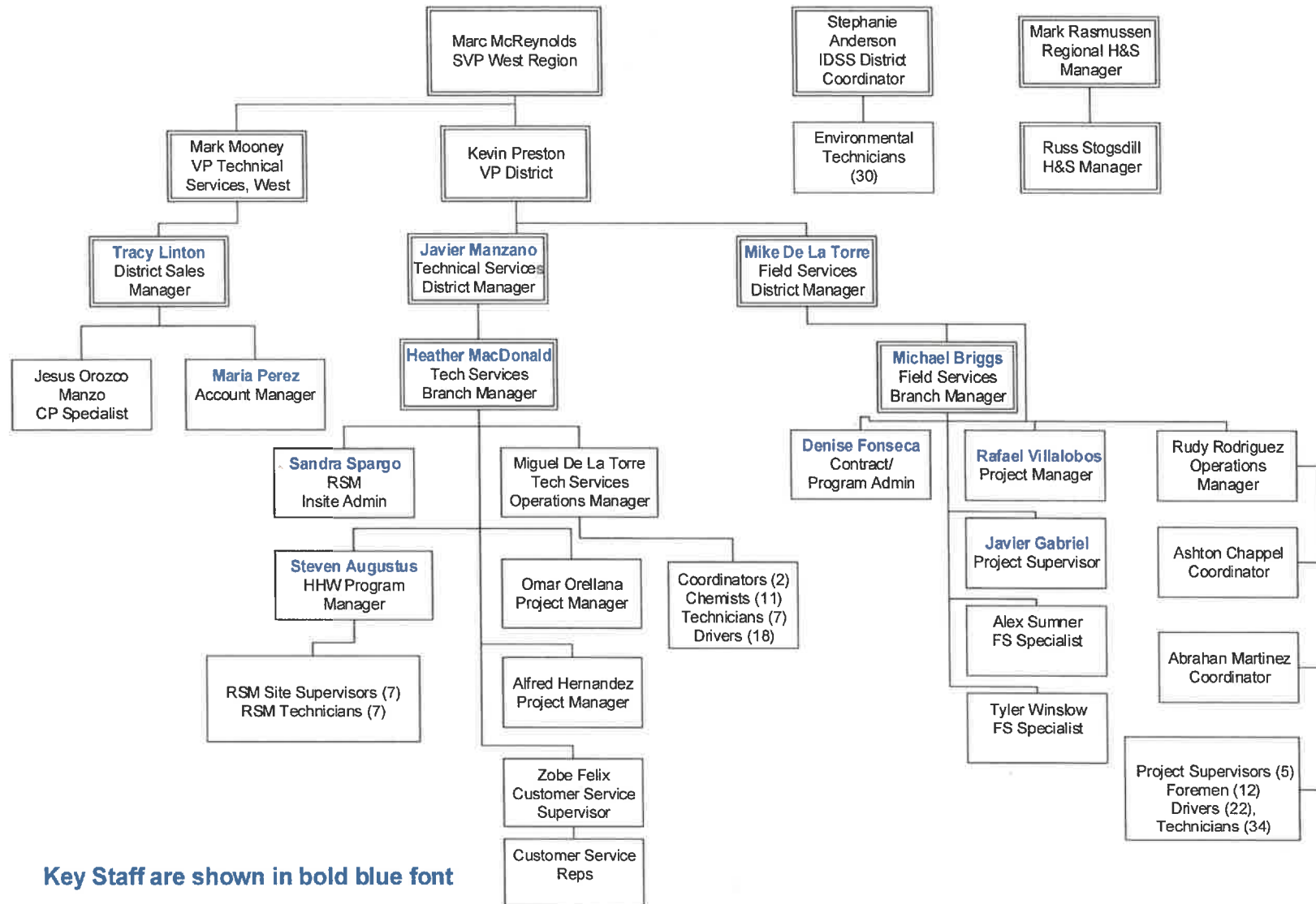
We have over 150 highly qualified and experienced field personnel in our Southern California locations ready to provide high quality professional services to the City. See key staff below.

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	<u>Back up Supervisor</u>	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:

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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

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- ♻️ 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@lacs.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

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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 to 10 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

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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

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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 Waldez, 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

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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.

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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.

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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 be 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 <i>Hazardous Materials Certificate of Registration*</i>	060320550422CE	06/30/23
US DOT Federal Motor Carrier Safety Administration <i>Hazardous Material Safety Permit*</i>	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

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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>

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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. Please see our sample Operations Manual and Operations Guide and Health & 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).

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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

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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.

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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 CITY shall review the CONTRACTOR's invoice and attachments and notify the CONTRACTOR 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.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 8, 2023

TO: Jimmy Kim, General Manager
Department of Recreation and Parks

FROM: Barbara Romero, Director and General Manager
LA Sanitation and Environment



SUBJECT: UTILIZATION OF LA SANITATION AND ENVIRONMENT REQUEST FOR PROPOSAL PROCESS FOR CONTRACT C-143651 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

As requested, Los Angeles Sanitation and Environment (LASAN) authorizes the Department of Recreation and Parks (RAP) to utilize LASAN's Request for Proposal (RFP) Process for Contract C-143651 with Clean Harbors Environmental Services, Inc.

RAP agrees to adhere to the guidelines and proper utilization of LASAN's RFP procurement process. These guidelines include RAP establishing their own contract, contract number, contract terms and conditions, as well as a separate contract ceiling for any potential agreement with Clean Harbors Environmental Services, Inc.

If you require additional information, please contact Nancy Lantin, in the LASAN Centralized Contracts Unit, at nancy.lantin@lacity.org.

BR:nl

c: Executive Office
Shari Kuroki, ADMN
Rowena Romano, SRCRD