

PERSONAL SERVICE CONTRACT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This contract is entered into this _____ day of _____ 20____, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as DEPARTMENT) and Clean Harbors Environmental Services, Inc. (hereinafter referred to as CONTRACTOR), to provide routine and 24-hour emergency response hazardous waste management services on an as-needed basis.

WITNESSETH

WHEREAS, the DEPARTMENT owns, operates, and maintains various parks and recreational facilities throughout and outside of the City of Los Angeles; and,

WHEREAS, the DEPARTMENT in the course of conducting maintenance, construction and operations activities and programs routinely generates hazardous wastes and other materials that must be properly managed and disposed of in accordance with state and federal laws; and,

WHEREAS, the DEPARTMENT on occasion must respond to accidental and illicit releases of hazardous materials and other potentially harmful substances in a timely manner to protect Department property and employees, park patrons, and sensitive environmental and natural resource areas; and,

WHEREAS, the DEPARTMENT has an essential need for access to an independent contractor(s) who can provide routine and 24-hour emergency response hazardous wastes management services; and,

WHEREAS, CONTRACTOR, through a competitive bid process, was awarded a contract by the Department of Public Works, Bureau of Sanitation (DPW/BOS) of the City of Los Angeles to perform as-needed routine and 24-hour emergency response hazardous waste management services on a non-exclusive basis pursuant to Contract No. C-121334; and,

WHEREAS, pursuant to Charter Section 371(e)(8), this cooperative arrangement is allowed as an exception to the City's competitive bidding requirements and the DPW/BOS has agreed to allow the DEPARTMENT to "piggyback" off Contract No. C-121334 with Clean Harbors Environmental Service, Inc., by executing its own personal service contract, establishing a separate contract number and annual cost ceiling, utilizing the same prices, terms and conditions set forth in Contract No. C-121334.

NOW, THEREFORE, DEPARTMENT AND CONTRACTOR, in consideration of the premises, terms, covenants, and conditions contained herein, agree as follows:

1. The terms, covenants and conditions set forth Contract No. C-121334 are incorporated herein by reference except as modified below:

A. Article 4- Responsibilities and Tasks to be Performed by the Contractor

4.5.3 Routine and Emergency Services

- The Department of Recreation and Parks of the City of Los Angeles (RAP) shall be covered under these services.
- CONTRACTOR services shall include but not be limited to providing all required Routine Services to contain, identify, clean up, package and transport hazardous wastes and non-hazardous wastes generated or found at facilities owned and operated by RAP to a treatment, storage and disposal facility (TSDF) approved under this Contract.
- CONTRACTOR shall provide 24-hour, seven-days-a-week Emergency Response Services to contain, identify, cleanup, package, transport and dispose/recycle hazardous wastes and non-hazardous wastes that are accidentally or illicitly released or discharged at facilities owned and operated by RAP.
- CONTRACTOR shall provide as-needed routine services of wash rack clarifiers, septic tanks, grease interceptors and other waste collection or holding tanks containing non-Resource Conservation and Recovery Act (RCRA), non-hazardous wastes generated at facilities owned and operated by RAP.
- CONTRACTOR shall make available to RAP technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs), as well as training of employees.

B. Article 6- Responsibilities of and Tasks to be Performed by City

RAP shall manage the Routine Services program and the 24-hour Emergency Response Services program that affect its facilities. The responsibilities of RAP shall include but not be limited to identifying the tasks requiring CONTRACTOR services, coordinating service and response logistics, and issuing a Notice to Proceed. The PROGRAM MANAGER for RAP will be David Attaway, Environmental Supervisor II, or his designees.

C. Article 7-Term of Agreement and Time of Effectiveness

The term of this Contract is from the date of execution through November 1, 2017, as specified in DPW/BOS Contract No. C-121334. If the term of Contract is extended by the Board of Public Works per Article 7, then the term of this Contract will automatically be extended for the same term.

D. Article 10-Compensation, Invoicing and Payment

10.2.3 Invoice Submittal

- CONTRACTOR shall submit invoices to RAP for all work performed. Invoices must be submitted in the form and with the required supplemental documentation described in Contract No. C-121334 to:

David Attaway, Environmental Supervisor II
City of Los Angeles, Dept. of Recreation and Parks
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012

10.3 Cost Ceiling

- RAP'S annual cost ceiling during the term of this Contract shall not exceed \$500,000.00; no guarantee is given that this total will be reached.

E. Article 19-Contact Persons-Proper Address-Notification

RAP'S contact for notifications is:

David Attaway, Environmental Supervisor II
City of Los Angeles, Department of Recreation and Parks
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012

E-Mail Address: David.Attaway@lacity.org

Telephone Number: (213) 202-2660

2. RAP and the CONTRACTOR understand and agree that this is a non-exclusive Contract to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Contract.
3. Prior to the execution of this Contract, and due to the urgent need therefor, CONTRACTOR has provided services to RAP in accordance with the terms and conditions of this Contract. By executing this Contract, RAP hereby ratifies

CONTRACTOR'S previously provided services to the extent they were furnished pursuant to all terms and conditions of this Contract.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first set forth above.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

CLEAN HARBOR ENVIRONMENTAL SERVICES, INC.

By _____
Mark Mooney
Vice President, Sales

Approved as to Form:

MICHAEL N. FEUER
City Attorney

By _____
Deputy City Attorney

Date: _____

APPROVED

REPORT OF GENERAL MANAGER

NO. 14-233

DATE September 3, 2014

SEP 03 2014

BOARD OF RECREATION
& PARK COMMISSIONERS

C.D. Various

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

R. Adams	<u>RS</u>	V. Israel	_____
*R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____



 General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (Department) does not have available in its employ personnel with sufficient time or the necessary technical training, expertise and certifications to properly cleanup, package, transport, treat and dispose of hazardous substances and wastes in a safe, timely and legal manner, and it is more feasible, economical and in the Department's best interest to have these services performed by a qualified independent contractor on an as-needed basis;
2. Find pursuant to Charter Section 371(e)(8) that the Department may piggyback on the Department of Public Works, Bureau of Sanitation's Contract No. C-121334 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 services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
3. Approve a proposed Personal Service Contract between the Department 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, subject to the approval of the Mayor and the City Attorney as to form;

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4. Direct the Board Secretary to transmit forthwith the Contract to the Mayor for approval, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for expedited review and approval as to form; and,
5. Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals.

SUMMARY:

The Department 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, the Department also needs the ability to promptly respond to occasional incidents of accidental spills and illegal dumping of hazardous and toxic substances in order to 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 contracts the Department had for performing these services were with Clean Harbors Environmental Services, Inc., PSC Environmental Services LLC, and United Pumping Services, Inc., through an approval to "piggyback" on the contracts from Department of Public Works Bureau of Sanitation (DPW/BOS), and authorization from the Board on September 17, 2008 (Board Report No. 08-257). These contracts expired on May 14, 2011.

This cooperative arrangement to 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. The using departments must establish their own contract, contract number and cost ceiling and utilize the same prices, terms and conditions set forth in the piggyback contract. This process is more timely and efficient than distributing a new Request for Proposal (RFP) for the required services.

Since 2011, while DPW/BOS has been working on issuing new RFPs for citywide routine and emergency response hazardous waste management services, the Department has been using Authority for Expenditures (AFEs) and other authorizations to secure these services. In July 2014, DPW/BOS informed the City departments that their Solid Resources Citywide

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Recycling Division is allowing them to piggyback off its contract with Clean Harbors (No. C-121334 and associated Task Directive 1), on file in the Board Office, which has a provision for routine and emergency response hazardous waste management services. The RFP for these services was distributed in August 2010 and a contract was executed with Clean Harbors in November 2012.

Staff is recommending that the Board authorize the Department to piggyback on the DPW/BOS contract with Clean Harbors (No. C-121334) until such time that DPW/BOS establishes separate contracts for routine and emergency response hazardous waste management services. The Department's personal service contract with Clean Harbors will have a total annual cost ceiling of \$500,000.00 and will expire on November 1, 2017, as specified in the DPW/BOS contract. However, DPW/BOS has the option to extend their contract for two additional 3-year terms; if either of these options are exercised, the contract with the Department will automatically be extended for the same term.

FISCAL IMPACT STATEMENT:

Services provided under the Clean Harbors contract will be on an as-needed basis and will be primarily funded through Fund 302, Department 88, Account 3040, Contractual Services, and Fund 52H (RAP Golf Special Account), Department 89, Account Numbers to be determined.

This report was prepared by David Attaway, Environmental Supervisor, and reviewed by Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.