

TRANSMITTAL 1

RECEIVED BY THE BOARD OF  
PUBLIC WORKS OF THE CITY  
of Los Angeles, California  
AND REFERRED TO THE MAYOR  
APR 25 2007

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

APRIL 25, 2007



Secretary

CD: ALL

**AUTHORITY TO EXECUTE TWO PERSONAL SERVICES CONTRACTS WITH CLEAN HARBORS ENVIRONMENTAL SERVICES AS A PRIME CONTRACTOR AND UNITED PUMPING SERVICE, INC. AS A BACK UP CONTRACTOR TO SUPPORT THE CITYWIDE 24-HOUR EMERGENCY RESPONSE HAZARDOUS MATERIAL MANAGEMENT PROGRAM**

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works be authorized to execute a Personal Services Contract with Clean Harbors Environmental Services as a prime contractor and a Personal Services Contract with United Pumping Service, Inc. as a back up contractor for support of the Citywide 24-Hour Emergency Response Hazardous Material Management Program;
2. Find Ocean Blue Environmental Services, Inc. (Ocean Blue) non-responsive for failing to achieve a passing score on their Good Faith Effort (GFE) evaluation.
3. Upon the Mayor's authorization, the President or two members of the Board of Public Works will execute the two contracts; and
4. Return the executed contracts to the Bureau of Sanitation for further processing. (Contact Mr. Farouk Ossman at 213-485-3791 for pick up).

TRANSMITTALS

1. Copy of the Bureau of Sanitation Joint Report No. 1 dated December 16, 2005, authorizing the distribution of Request for Proposal (RFP) for Residential Special Materials, Conditionally Exempt Small Quantity Generators and Permanent Collection Sites Program and to negotiate with the most responsive proposer(s).
2. Copy of the Bureau of Sanitation's Motion dated February 13, 2006, requesting the Board approval to add the scope of work for "Citywide 24-Hour Emergency Response Hazardous Material Management Program" to the previously advertised RFP stated in Item number 1 of transmittals.
3. Copies of the proposed Personal Services contracts between the City of Los Angeles and Clean Harbors Environmental Services and United Pumping Service, Inc. Originals will be delivered to the Board Office when Mr. Farouk Ossman (213-485-3791) is notified that the contracts are ready for execution.

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4. Letter dated August 11, 2006, from Philip Services Corporation (PSC) requesting to withdraw their proposal for the Emergency services.
5. Copy of the Bureau of Contract Administration's GFE follow-up letter dated November 21, 2006 to Ocean Blue Environmental Services, Inc. informing them of their failing GFE score.
6. Copy of Ocean Blue's response letter dated December 4, 2006 to the Bureau of Contract Administration requesting that their GFE score be reconsidered.
7. Letters dated December 12, 2006 and January 29, 2007 from Neufeld Law Group representing Ocean Blue Environmental Services, Inc.
8. Letters dated January 16, 2007 and February 9, 2007, from the Bureau of Sanitation to Neufeld Law Group.

## DISCUSSION

### **Background**

The Bureau of Sanitation, on behalf of the City of Los Angeles (CITY), is seeking to establish service contracts for emergency management of hazardous waste generated by the CITY through its Citywide operations. The CITY generates more than three million pounds of hazardous waste per year through a variety of activities. The service requirement for this contract includes managing, recycling, treatment, storage and disposal of hazardous wastes that need to be handled in emergency situations. The CITY is committed to manage its hazardous waste using the most environmentally responsible methods.

Several CITY departments generate and/or manage hazardous waste in which the handling and disposing of these materials may be deemed an emergency. During the term of the proposed contracts, the following departments and bureaus may utilize the services of the Citywide 24-Hour Emergency Response Hazardous Material Management contractors:

- Building and Safety Department
- Community Development Department
- Fire Department
- Department of General Services
- Los Angeles Convention Center
- Police Department

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- Public Works Department, Bureaus of
  - Engineering
  - Sanitation
  - Street Lighting
  - Street Services
- Department of Recreation and Parks
- Department of Transportation
- Information Technology Agency
- Personnel Department
- Harbor Department
- Airports Department
- Other CITY Departments as deemed necessary by these departments

The CITY's hazardous waste streams vary by department/bureau. They include, but are not limited to: blood and bio-hazardous waste; used motor oil, oil filters; oily rags and absorbent; antifreeze; paint and solvents; brake and parts cleaner; fluorescent lights; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; used batteries; gasoline; asbestos and asbestos-containing materials; clarifier waste; contaminated soil and other materials.

The selected contractors will be required to provide on an emergency basis all necessary personnel, materials, supplies and record-keeping necessary to handle all emergency hazardous waste management. In addition, the selected contractors will provide technical assistance in emergency hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms as well as provide training for CITY employees.

On December 16, 2005, the Board of Public Works approved the BOS' request to solicit proposals by authorizing the release of the RFP (Transmittal No. 1) seeking qualified contractors to provide services for "Residential Special Materials, Conditionally Exempt Quantity Generator, and Permanent Collection Sites Program (RSM Program)". The "RSM program" is created to allow the residents of the City and the County of Los Angeles to safely dispose of their household hazardous materials such as paint, antifreeze, used motor oil and others. The Bureau of Sanitation determined that combining the scope of services of the "Citywide Emergency and Routine Programs" with the "RSM Program" RFP (which was advertised on January 11, 2006) will be beneficial to the City and to the contractors as the combined services will receive responses from many of the same contractors. Also, combining the services will expedite the process of selecting the best qualified contractors and will provide the City with the best competitive prices. In addition, the procurement of services for the "Citywide Emergency and Routine Programs" will be expedited substantially. For the contractors, combining services will reduce their overall cost for soliciting sub-contractors and for meeting contract requirements. On February 13, 2006, the Bureau requested, by a MOTION (Transmittal No. 2), and was granted approval from the Board of Public Works, to

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add the scope of work for the "Citywide Emergency and Routine Programs" to the already advertised RFP for "RSM program". BOS provided another pre-proposal meeting on March 15, 2006 after the adoption of this Motion and extended the RFP submittal date from May 5, 2006 to June 9, 2006 to allow interested contractors additional time for sub-bid solicitations.

On June 9, 2006, four qualified recycling firms: Philip Services Corporation (PSC), Clean Harbors Environmental Services, Ocean Blue Environmental Services, Inc. and United Pumping Service, Inc. submitted proposals for the operation of the "Citywide 24-Hour Emergency Response Hazardous Material Management Services Program" as a response to the RFP. A review committee, consisting of Bureau of Sanitation staff, evaluated the four proposals in order to determine the most qualified firm(s).

Due to the critical nature of the work, the high demand for the stated emergency services from the participating Bureaus and Departments, and the need to provide the CITY with an uninterrupted access to these vital services, the Bureau of Sanitation proposes to award two contracts from the responses received from this RFP.

In order to effectively compare each proposer's rates schedule (cost), a built in formula was established as part of the spreadsheet given to all participants. Also, a list containing the types and actual amounts of waste collected during last fiscal year was created to compare prices.

As per the requirements of Section 14.9 of the RFP, the review committee evaluated the proposals on the following basis: Cost (45 points), Technical Proposal (25 points), Record of Past Performance (20 points), and Waste Management (10 points).

On August 11, 2006, Philip Services Corporation (PSC) submitted a letter (Transmittal No. 4) requesting to withdraw their proposal for the Emergency services. Therefore, it is recommended that the Board accept their request to withdraw.

The scores and rankings of the proposals for operation of the Program are as follows:

Proposer	Cost	Performance	Proposal	Waste Management	Total	Rank
Clean Harbors Environmental Services	41.50	18.25	21.00	10.00	90.75	1
United Pumping Service, Inc.	39.25	16.50	18.75	10.00	84.50	2
Ocean Blue Environmental Services, Inc.	35.0	12.00	13.00	10.00	70.00	3
Philip Services Corporation	Request to withdraw					

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Clean Harbors Environmental Services and United Pumping Service, Inc. were determined to be the most qualified contractors. Both contractors submitted all documentation required by the RFP. In addition, a passing score on their Good Faith Effort documentation. In terms of overall scoring, both Clean Harbors Environmental Services and United Pumping Service, Inc. are acceptable.

The Bureau of Sanitation is proposing that Clean Harbors Environmental Services be selected as a Prime Contractor and United Pumping Service, Inc. as a Back-Up Contractor for the services required by the RFP for the operation of the Citywide 24-Hour Emergency Response Hazardous Material/Waste Management Program. Negotiations were conducted with Clean Harbors Services and United Pumping Service, Inc. Each Bureau/Department will assign a Program Manager to manage and monitor their part of the program. Each Program Manager will be the point of contact between the Bureau/Department and the Contractor and will be responsible for reviewing and approving manifests and request for payment related to their tasks. The Program Manager may elect to utilize the Back-Up Contractor, as stated in the Contract, for any of the following reasons: the Prime Contractor is not available, is not able to perform the required task, has failed to meet its responsibilities outlined in the Contract, or to protect the best interest of the CITY. The Program Manager may also utilize, on a limited basis, the Back-Up Contractor to familiarize them with the CITY operational need.

**MBE/WBE/OBE Subcontractor Outreach Program**

The anticipated participation levels for this contract were 16.00 percent MBE and 4.00 percent WBE. Both Clean Harbors Environmental Services and United Pumping Service, Inc. received a passing score on their Good Faith Effort (GFE) evaluations. Clean Harbors Environmental Services has pledged 3.78 percent MBE, 1.50 percent WBE and 5.77 percent OBE. United Pumping Service, Inc. has pledged 8.0 percent MBE, 8.10 percent WBE and 2.30 percent OBE.

**Gender/Ethnicity Codes:**

AA = African American  
SAA = Subcontinent Asian American  
C = Caucasian  
M = Male

HA = Hispanic American  
APA = Asian Pacific American  
NA = Native American  
F = Female

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The MBE/WBE/OBE sub-consultant pledged participation levels for Clean Harbors Environmental Services are:

Certified Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethn	% of Contract	Value
Cruz Containers Inc.	MBE	M/HA	2.02%	\$75,600
Global Transloading, LLC	WBE	F/HA	1.50%	\$56,160
IQ Personnel Inc.	MBE	M/HA	1.76%	\$66,096
Ace Roll Off Rubbish Service Inc.	OBE		1.45%	\$54,400
Advanced Cleanup Technology Inc.	OBE		4.32%	\$162,000
<b>Total MBE Pledged Participation</b>			<b>3.78%</b>	<b>\$141,696</b>
<b>Total WBE Pledged Participation</b>			<b>1.50%</b>	<b>\$56,160</b>
<b>Total OBE Pledged Participation</b>			<b>5.77%</b>	<b>\$216,400</b>
<b>Total Pledged Contract Amount</b>				<b>\$3,750,000</b>

Staff from the Bureau of Sanitation will encourage Clean Harbors Environmental Services to increase their MBE/WBE subcontractor participation if opportunities arise. Areas of work relating to transportation and public education may be targeted to increased subcontractor participation.

The MBE/WBE/OBE sub-consultant pledged participation levels for United Pumping Service, Inc. are:

Certified Sub-consultants	MBE/ WBE/ OBE	Gender /Ethn	% of Contract	Value
IQ Personnel Inc.	MBE	M/HA	2.00%	\$75,000
United Storm Water Inc.	MBE	M/HA	5.50%	\$206,250
United Traffic Svcs & Supply dba Blue Sky Rem.	WBE	F/HA	8.10%	\$303,750
Weck Laboratories Inc.	MBE	M/HA	0.50%	\$18,750
D&B Industrial Safety Supply	OBE		0.30%	\$11,250
O.C. Vacuum Inc.	OBE		2.00%	\$75,000
<b>Total MBE Pledged Participation</b>			<b>8.00%</b>	<b>\$300,000</b>
<b>Total WBE Pledged Participation</b>			<b>8.10%</b>	<b>\$303,750</b>
<b>Total OBE Pledged Participation</b>			<b>2.30%</b>	<b>\$86,250</b>
<b>Total Pledged Contract Amount</b>				<b>\$3,750,000</b>

In order to be deemed a responsive proposer, respondents must comply with the City's MBE/WBE/OBE Subcontractor Outreach Program. The Subcontractor Outreach Program

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required all respondents to perform and document their GFE as described in Attachment J of the RFP for Residential Special Materials, Conditionally Exempt Small Quantity Generator, and Permanent Collection Sites Programs, and Addendum No. 3, which states that, "Proposers are to submit a separate GFE documentation for each service (RSM, Emergency or Routine)." In order to be deemed a responsive Proposer, a minimum of 75 out of 100 GFE points must be awarded through the GFE evaluation process. Points are awarded on a pass/fail basis, and no partial credit is given.

When the Bureau of Contract Administration, Office of Contract Compliance (OCC) evaluated the GFE documentation submitted by the respondents to the RFP, Ocean Blue Environmental Services, Inc. was found to have achieved 65 out of 100 GFE evaluation points as a result of failing Indicators 2, 5, and 8. OCC notified Ocean Blue of their failure to meet the GFE requirements in a GFE follow-up letter dated November 21, 2006 (Transmittal No. 5). The letter requested that any response to the notification be submitted by November 28, 2006 and Ocean Blue submitted a response letter dated December 4, 2006 (Transmittal No. 6). The following is a description of the GFE indicator which Ocean Blue Environmental Services, Inc. is contesting including the required documentation needed for passing the indicator, a description of what the Proposer submitted, the Proposer's reason for protesting, and the basis of OCC's evaluation.

Indicator No. 2 – Attended Pre-Bid Meeting (0 of 10 Points). The RFP specification states that the proposer is required to either attend the pre-proposal meeting and be listed on the attendance sheet or to submit a letter prior to the pre-proposal meeting that states that they are informed of project requirements and request that their attendance be waived. Ocean Blue was not listed on either of the pre-proposal meeting attendance sheets nor did they submit a waiver letter. According to their letter dated December 4, 2006 (Transmittal No. 6), Ocean Blue did not attend the pre-proposal meeting or submit a waiver letter because, "There was not any proper notice of the March 15, 2006 pre-bid meeting and therefore could not have known of [it]." Additionally, in a letter dated December 12, 2006 (Transmittal No. 7), Neufeld Law Group, on behalf of Ocean Blue Environmental Services, Inc., submitted a formal protest letter to the Bureau of Sanitation (BOS) stating that their client never received notice of the March 15, 2006 pre-bid meeting. Because of said improper legal notice of the meeting, Neufeld Law Group requested their client be "awarded the improperly-deducted 10 [GFE] points and issued a letter stating Ocean Blue's proposal as responsive." The BOS responded to Neufeld Law Group in a letter dated January 16, 2006 (Transmittal No. 8) explaining step-by-step, with all supporting documents, how the RFP was advertised and how potentially interested proposers, including Ocean Blue were notified. As stated in this letter, Ocean Blue was notified at least twice, first by fax, then by signatory mail delivery, regarding the upcoming pre-proposed meeting. In a letter dated January 29, 2007 (Transmittal No. 7), Neufeld Law Group submitted a response to the BOS letter dated January 16, 2007. Although this letter failed to introduce any new information, the BOS responded with a letter dated February 9, 2007 (Transmittal No. 8). This BOS letter reiterates what was previously stated in the January 16, 2006 letter and reaffirms that BOS supports OCC's evaluation of this indicator. Since the

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RFP specifications require attendance at the pre-proposal meeting or submission of a waiver letter, OCC did not award points for this indicator.

Ocean Blue did not contest staff's evaluation of Indicator Nos. 5 and 8.

Based on the facts and information presented in this report, it is therefore recommended to the Board of Public Works that they adopt the Bureau of Contract Administration's recommendation that Ocean Blue Environmental Services, Inc be deemed non-responsive for failing to achieve a passing score on their Good Faith Effort evaluation.

**Other City Policies and Requirements**

- o Non-Discrimination/Equal Employment Practices/Affirmative Action
- o Living Wage Ordinance
- o Equal Benefits Ordinance
- o Business Tax Registration Certificate
- o Child Support Obligation Ordinance
- o Slavery Disclosure Ordinance
- o Insurance Requirements
- o Americans with Disabilities Act

**Contractor Responsibility Ordinance**

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

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the project manager for this contract shall submit the Contractor Performance Evaluation Report to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

**Contract Administration**

Responsibility for administration of this contract for the Solid Resources program in the Bureau of Sanitation will be with the Solid Resources Citywide Recycling Division. For all remaining programs in the Bureau of Sanitation the Human Resources Development Division will be responsible for these contracts. Other Bureaus and Department will assign a staff member the responsibility to administer their use of these contracts.

**Headquarter and Workforce Information**

The headquarters address of Clean Harbors Services is in Norwell, Massachusetts. The local office is located at 5756 Alba Street, Los Angeles, CA 90058. Less than 1.0% of its workforce



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resides in the City of Los Angeles. The headquarters and local office address of United Pumping Service, Inc. is located at 14000 East Valley Boulevard, City of Industry, CA 91746. It is a Minority-Owned Business certified by the CITY with 9.0% of its workforce residing in the City of Los Angeles.

**Contract Term and Estimated Annual Cost**

The term for both contracts will be for three (3) years, starting from the date the contracts are attested by the City Clerk and with no renewal option. The estimated annual cost for both contracts is \$1,250,000. Available funds will be allocated depending on the utilization of each contract as determined by the City's Program Manager.

**STATUS OF FINANCING**


The two contracts include a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Funds will be allocated by each Bureau/Department based on their need.

( JS NG RPT ECZ WFB )

Respectfully submitted,

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

APPROVED AS TO FUNDS

  
CRAIG V. BLOOMQUIST, Director  
Office of Accounting

Date 4/12/07

Prepared by:  
Farouk Ossman, SRCRD  
(213) 485-3791

  
RITA L. ROBINSON, Director  
Bureau of Sanitation

  
JOHN L. REAMER, JR., Director  
Bureau of Contract Administration

For the meeting of April 6, 2011

CD: All

**MOTION**

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

APR - 6 2011

  
Executive Officer

The City of Los Angeles (City) generates more than three (3) million pounds of hazardous waste per year through a variety of activities. On May 15, 2008, the City executed two (2) Personal Services Contracts, C-113382 with Clean Harbors Environmental Services (Clean Harbors) and C-113381 with United Pumping Service, Inc. (United Pumping), to support the Citywide Emergency Hazardous Waste Management Program by providing services for the emergency collection, disposal, managing, recycling, treatment, and storage of hazardous wastes through approved Treatment, Storage, and Disposal Facilities. The term is for three (3) years with an expiration date of May 14, 2011.

Both Clean Harbors and United Pumping have satisfactorily provided services for the Bureau of Sanitation (Bureau) under the terms of their current contracts and the Bureau desires to retain Clean Harbors and United Pumping until new amendments are executed. The Bureau is currently preparing Amendment No. 1 to Contracts C-113382 with Clean Harbors and C-113381 with United Pumping to continue to provide the required and uninterrupted services to support the Citywide Emergency Hazardous Waste Management Program. Amendment No. 1 to both contracts will extend the current contract term by two (2) years; adjust the price schedule to reflect current prices for material, commodity, and labor; and add products and services missing in the original contracts, while a new RFP for these services is being prepared.

The Bureau requests to extend the current Contracts C-113382 with Clean Harbors and C-113381 with United Pumping on a month-to-month basis and to increase the contract cost ceiling (which is a combined ceiling for Contracts C-113382 and C-113381) from \$12,000,000 to \$14,500,000 until Amendments to both contracts are executed. Proper handling of hazardous waste is important for the health and wellbeing of the City. Extending the current contracts and increasing the cost ceiling will ensure that this service will continue to be provided to the City.

Available funds will be allocated by each Bureau/Department depending on the use of each contract as determined by the Contract Manager. The two contracts include a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

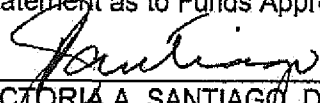
IT IS THEREFORE MOVED that the Board of Public Works approve the extension of the existing Contracts with Clean Harbors Environmental Services (C-113382) and with United Pumping, Inc. (C-113381) on a month-to-month basis and approve an increase in contract cost combined ceiling from \$12,000,000 to \$14,500,000 until Amendment No. 1 to agreements C-113382 and C-113381 are fully executed.

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Respectfully Submitted,

  
ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

Statement as to Funds Approved by:

  
VICTORIA A. SANTIAGO, Director  
Office of Accounting  
Date: 3/31/11

Author: Stephen Klitzky,  
(310) 648-5074

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113381  
BETWEEN THE CITY OF LOS ANGELES  
AND  
UNITED PUMPING SERVICE, INC.**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113381 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and United Pumping Service, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 15, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties the 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City; and

WHEREAS, on June 9, 2006, four (4) proposals were received by the City; and

WHEREAS, United Pumping Service, Inc. was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on April 25, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to United Pumping Service, Inc. to provide 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City, and also to provide emergency response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008, Contract C-113381 was executed; and

WHEREAS, on May 14, 2011, the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113381, as follows:

**1. Incorporation of Original Agreements**

Original Contract C-113381 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with United Pumping Service, Inc. will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$135,926. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$17,705,600 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that

Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.

This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**UNITED PUMPING SERVICE, INC.**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By: \_\_\_\_\_  
*Bob Pina*  
Sales Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113382  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113382 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Clean Harbors Environmental Services (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 16, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City; and

WHEREAS, on June 9, 2006, four (4) proposals were received by the City; and

WHEREAS, Clean Harbors Environmental Services was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on April 25, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to Clean Harbors Environmental Services to provide 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City, and also to provide emergency response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008, Contract C-113382 was executed; and

WHEREAS, on May 14, 2011, the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS; the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113382, as follows:

**1. Incorporation of Original Agreements**



Original Contract C-113382 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with Clean Harbors Environmental Services will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$5,569,674. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$17,705,600 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated

Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.

This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By: \_\_\_\_\_  
Mark Mooney  
Vice President Regional Sales – West

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113382  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113382 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Clean Harbors Environmental Services (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 16, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City; and

WHEREAS, on June 9, 2006, four (4) proposals were received by the City; and

WHEREAS, Clean Harbors Environmental Services was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on April 25, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to Clean Harbors Environmental Services to provide 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City, and also to provide emergency response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008, Contract C-113382 was executed; and

WHEREAS, on May 14, 2011, the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113382, as follows:

**1. Incorporation of Original Agreements**

Original Contract C-113382 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with Clean Harbors Environmental Services will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$5,569,674. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$17,705,600 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated

Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.


This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By:  \_\_\_\_\_  
Mark Mooney  
Vice President Regional Sales – West

Date: \_\_\_\_\_

Date: 11/20/2013

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

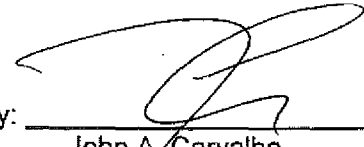
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By:  \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: 11/22/13

Date: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113381  
BETWEEN THE CITY OF LOS ANGELES  
AND  
UNITED PUMPING SERVICE, INC.**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113381 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and United Pumping Service, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 15, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties the 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City; and

WHEREAS, on June 9, 2006, four (4) proposals were received by the City; and

WHEREAS, United Pumping Service, Inc. was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on April 25, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to United Pumping Service, Inc. to provide 24-hour, seven-days-a-week emergency response services to contain, identify, clean up, package, transport and dispose/recycle hazardous waste found or spilled within the City or at facilities operated by the City, and also to provide emergency response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008, Contract C-113381 was executed; and

WHEREAS, on May 14, 2011, the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS; the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113381, as follows:

**1. Incorporation of Original Agreements**



Original Contract C-113381 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with United Pumping Service, Inc. will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$135,926. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$17,705,600 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that

Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.


This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

UNITED PUMPING SERVICE, INC.

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By:  \_\_\_\_\_  
Bob Pina  
Sales Manager

Date: \_\_\_\_\_

Date: 11/21/13

By: \_\_\_\_\_  
Commissioner  
Board of Public Works


Date: \_\_\_\_\_

APPROVED AS TO FORM

ATTEST:

MICHAEL N. FEUER, City Attorney

Holly L. Woolcott, Interim City Clerk

By:  \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: 11/22/13

Date: \_\_\_\_\_

# CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

November 25, 2013

OFFICE OF THE  
BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012  
(213) 978-0261  
(213) 978-0278 Fax

ARLEEN P. TAYLOR  
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

*lisbeth*

BOARD OF PUBLIC WORKS  
MEMBERS

KEVIN JAMES  
PRESIDENT

MONICA RODRIGUEZ  
VICE-PRESIDENT

MATT SZABO  
PRESIDENT PRO TEMPORE

MICHAEL DAVIS  
COMMISSIONER

BARBARA ROMERO  
COMMISSIONER

2013 DEC -4 PM 4:21

#2 BOS/BCA  
(of 11/20/13)

Mayor Eric Garcetti  
Room No. 305  
City Hall  
Attn: Mandy Morales

Subject: AUTHORITY TO EXECUTE SUPPLEMENTAL AGREEMENTS TO PERSONAL SERVICES CONTRACTS TO SUPPORT THE CITYWIDE ROUTINE HAZARDOUS MATERIALS/WASTE MANAGEMENT SERVICES PROGRAM

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute Supplemental Agreements to Personal Services Contracts with Clean Harbors Environmental Services, Inc. (C-113379) and Philip Services Corporation (C-113380) to support the Citywide Routine Hazardous Materials/Waste Management Services Program.

## FISCAL IMPACT

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

*✓ SCM <*

Funding in the amount of \$150,000 is available in the Sewer Operations and Maintenance Fund No. 760, Department 50, Account 50KX82. Additional funding will be identified by the Director or authorized designee based on the actual work issued under these contracts.

The Supplemental Agreement will be open to City Departments who have executed their own contracts with the Contractors, under the same or similar terms and conditions as set forth in Contracts Nos. C-113379 and C-113380. Those departments requesting to encumber funds under the Supplemental Agreements will be responsible for providing the source of available funding for any services being requested.

Respectfully submitted,

*Arleen P. Taylor*  
Arleen P. Taylor, Executive Officer  
Board of Public Works

APT/TS:mp

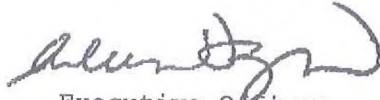




ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
NOV 25 2013

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 2  
NOVEMBER 20, 2013

  
Executive Officer

AUTHORITY TO EXECUTE SUPPLEMENTAL AGREEMENTS TO PERSONAL SERVICES CONTRACTS WITH CLEAN HARBORS ENVIRONMENTAL SERVICES (C-113379) AND PHILIP SERVICES CORPORATION (PSC) (C-113380) TO SUPPORT THE CITYWIDE ROUTINE HAZARDOUS MATERIALS/WASTE MANAGEMENT SERVICES PROGRAM

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RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council, with the request that the Board of Public Works (Board) be authorized to execute Supplemental Agreements to Personal Services Contracts with Clean Harbors Environmental Services, Inc. (C-113379) and Philip Services Corporation (C-113380) to support the Citywide Routine Hazardous Materials/Waste Management Services Program.
2. Upon the Mayor's and Council's authorization, the President, or two (2) members of the Board will execute the Supplemental Agreements.
3. Return the executed Supplemental Agreements to the Bureau of Sanitation (Bureau) for further processing. (Contact the Board Report Section at (213) 485-4246 for pick-up).

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated July 13, 2007, authorizing the execution of Personal Services Contracts with Clean Harbors Environmental Services and Philip Services Corporation to support the Citywide Routine Hazardous Materials/Waste Management Services Program.
2. Copy of the adopted Board Motion, dated April 6, 2011, approving the extensions of the contracts on a month-to-month basis until Amendment No. 1 to Contract Nos. C-113379 and C-113380 is fully executed.
3. Copy of the proposed Supplemental Agreements to Personal Services Contracts with Clean Harbors Environmental Services (C-113379) and Philip Services Corporation (C-113380).

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
BOARD REPORT NO. 2  
NOVEMBER 20, 2013

Page 2

DISCUSSION

**Background**

The City of Los Angeles' (CITY's) hazardous waste streams vary by CITY departments and bureaus, and include, but are not limited to, blood and bio-hazardous waste; used motor oil, oil filters, oily rags and absorbent; antifreeze; paint and solvents; brake and parts cleaner, fluorescent lights; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; used batteries; gasoline; asbestos and asbestos-containing materials; clarifier waste; contaminated soil and other materials.

The CITY generates more than three (3) million pounds of hazardous waste per year through a variety of activities. The Bureau has established personal service contracts for routine management of hazardous materials/waste generated by the CITY through CITY operations. Pursuant to U.S. State and Federal laws, the service requirements for these contracts include managing, recycling, treatment, storage, and disposal of hazardous wastes through approved Treatment, Storage, and Disposal Facilities. The CITY is committed to managing its hazardous waste using the most environmentally responsible methods.

Several CITY departments generate and/or manage hazardous waste. During the term of the supplemental agreements, other CITY departments and bureaus may use the services of the Bureau's Routine Hazardous Materials/Waste Management Services Contractors, Clean Harbors Environmental Services or Philip Services Corporation. The following Departments executed their own contracts with the Contractors, under the same or similar terms and conditions as set forth in Contracts C-113379 and C-113380:

- Fire Department
- Department of General Services
- Los Angeles Convention Center
- Los Angeles Police Department
- Department of Transportation
- Department of Public Works, Bureau of Street Services
- Department of Recreation and Parks
- Los Angeles Zoo

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
BOARD REPORT NO. 2  
NOVEMBER 20, 2013

Page 3

Under the Board's authorization on July 13, 2007, the CITY executed two (2) Personal Services Contracts, C-113379 with Clean Harbors Environmental Services and C-113380 with Philip Services Corporation, to support the Citywide Routine Hazardous Materials/Waste Management Program. (Transmittal No. 1) The contract term was for three (3) years with an expiration date of May 14, 2011. The Bureau has been satisfied with the Contractors' performance under these two (2) contracts. Since the contract service must be continuous, the Bureau decided to retain the services from the Contractors and submitted a Board Motion on April 6, 2011 to continue usage. (Transmittal No. 2) The Board approved extensions of the existing contracts on a month-to-month basis until the proposed Amendment No. 1 with each Contractor is fully executed. Therefore, the Contractors are able to continue providing the CITY all necessary personnel, materials, supplies and record-keeping necessary for the routine hazardous/materials waste management services and the technical assistance needed in hazardous waste management and its completion of related documents, including manifests and Land Disposal Restriction forms as well as provide training for CITY employees.

The initial three-year term expired on May 14, 2011. In order to comply with the new policy established by the Controller's office, the Bureau is requesting that the Supplemental Agreements be executed to extend the contracts for three years beginning on May 15, 2011 and ending on May 14, 2014. The Board's approval of the Supplemental Agreements will enable the Contractors to continue uninterrupted services until the new amendments are executed. Without these Supplemental Agreements, the CITY may incur both civil and criminal fines/violations if the hazardous waste is not cleaned up and disposed of properly. Civil action imposes a penalty of up to \$27,500 per day per violation. Criminal action imposes a penalty of up to \$250,000 or 15 years in prison for an individual, or a \$1 million fine for a corporation.

Emergency Response Hazardous Material Services include all unexpected and emergency situations where hazardous materials must be collected and processed. Emergency Response Services differ from routine in that they are unanticipated and must be responded to immediately.

**MBE/WBE/OBE Subcontractor Outreach Program**

The CITY established MBE and WBE anticipated levels of participation of 16.00% and 4.00%, respectively. At contract award, Clean Harbors Environmental Services pledged 0.97% MBE, 0.00% WBE, and 0.00% OBE and achieved 5.54% MBE, 0.66% WBE, and 1.84% OBE as of June 30, 2013.

The achieved MBE/WBE/OBE subcontractor participation levels for **Clean Harbors Environmental Services** (C-113379) as of June 30, 2013 are as follows:



BUREAU OF SANITATION  
 BUREAU OF CONTRACT ADMINISTRATION  
 BOARD REPORT NO. 2  
 NOVEMBER 20, 2013

Page 4

Gender/Ethnicity

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

SUBCONTRACTOR	MBE/WBE/OBE	Gender/Ethnicity	% of Contract Amount Invoiced	Subcontract Amount Invoiced
Cruz Containers	MBE	M/HA	5.54%	\$100,222.00
IQ Personnel (Environmental Staffing)	MBE	M/HA	0.00%	\$0.00
J Torres Company, Inc.	MBE	M/HA	0.00%	\$0.00
Ocean Blue	OBE		1.84%	\$33,324.00
Ocean Blue	WBE	F/HA	0.66%	\$11,939.00
<b>TOTAL MBE Participation</b>			5.54%	\$100,222.00
<b>TOTAL WBE Participation</b>			0.66%	\$11,939.00
<b>TOTAL OBE Participation</b>			1.84%	\$33,324.00
<b>TOTAL MBE/WBE/OBE Participation</b>			8.04%	\$145,485.00
<b>TOTAL Invoiced Amount</b>				\$1,809,034.00

IQ Personnel (Environmental Staffing) and J Torres were selected by the contractor for larger scale routine hazardous waste collection projects. The contractor understands that all hazardous waste projects would be performed under this contract in order to supplement their own internal labor and equipment for these larger scale projects. To date, no larger scale routine projects have been performed under the contract; therefore neither subcontractor has been used. Clean Harbors Environmental Services added Ocean Blue as a result of their own inability to perform emergency services at a particular incident. A subcontractor outreach has been performed and Clean Harbors Environmental Services selected Ocean Blue as the most qualified candidate to address specialized hazardous waste treatment services. With regards to Ocean Blue's listing as a WBE, Ocean Blue was in the process of obtaining certification as a WBE. Therefore, Clean Harbors Environmental Services prematurely listed Ocean Blue as a WBE.

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The MBE/WBE/OBE sub-consultant pledged participation levels for **Clean Harbors Environmental Services** for this supplemental agreement are as follows:

SUBCONTRACTOR	MBE/WBE/OBE	Gender/Ethnicity	% of Contract	PLEGDED SUBCONTRACT AMOUNT
Cruz Containers	MBE	M/HA	5.50%	\$192,779.00
IQ Personnel (Environmental Staffing)	MBE	M/HA	0.51%	\$18,000.00
J Torres Company, Inc.	MBE	M/HA	0.86%	\$30,000.00
Ocean Blue	OBE		0.95%	\$33,324.00
Ocean Blue	WBE	F/HA	2.20%	\$77,202.00
<b>TOTAL MBE Participation</b>			6.87%	\$240,779.00
<b>TOTAL WBE Participation</b>			2.20%	\$77,202.00
<b>TOTAL OBE Participation</b>			0.95%	\$33,324.00
<b>TOTAL MBE/WBE/OBE Participation</b>			10.02%	\$351,305.00
<b>TOTAL Pledged Contract Amount</b>				\$3,505,034.00

The CITY established MBE and WBE anticipated levels of participation of 16.00% and 4.00%, respectively. At contract award, Philips Services Corporation pledged 14.55% MBE, 0.00% WBE, and 9.35% OBE and achieved 0.00% MBE, 0.00% WBE, and 2.52% OBE as of April 30, 2013.

The achieved MBE/WBE/OBE subcontractor participation levels for **Philips Services Corporation** (C-113380) as of April 30, 2013 are as follows:

Gender/Ethnicity

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

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SUBCONTRACTOR	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract Amount Invoiced	Subcontract Amount Invoiced
Island Environmental Services, Inc.	MBE	M/HA	0.00%	\$0.00
United Pumping Services, Inc.	MBE	M/HA	0.00%	\$0.00
OC Vacuum	MBE	F/HA	0.00%	\$0.00
AAA Propane Service, Inc.	OBE		0.00%	\$0.00
Amazon Environmental	OBE		1.34%	\$1,068.00
Beacon Management, Inc.	OBE		0.00%	\$0.00
Ditty Container, Inc.	OBE		0.88%	\$700.00
Electronic Recyclers of America	OBE		0.00%	\$0.00
Evergreen Environmental	OBE		0.00%	\$0.00
Lighting Resources, LLC	OBE		0.30%	\$240.00
Navajo Pallets	OBE		0.00%	\$0.00
PJ Drum	OBE		0.00%	\$0.00
Quality Equipment Rentals	OBE		0.00%	\$0.00
SLT Expressway	OBE		0.00%	\$0.00
<b>TOTAL MBE Participation</b>			0.00%	\$0.00
<b>TOTAL WBE Participation</b>			0.00%	\$0.00
<b>TOTAL OBE Participation</b>			2.52%	\$2,008.00
<b>TOTAL MBE/WBE/OBE Participation</b>			2.52%	\$2,008.00
<b>TOTAL Invoiced Amount</b>				\$79,664.62

These subcontractors were not utilized for the following reasons: Island Environmental Services, Inc. has not been in business since 2008; United Pumping Services was not utilized due to Philip Services Corporation performing all of the vacuum truck work to date; AAA Propane has not generated propane on any of the Philip Services Corporation jobs to date; Beacon Management, Inc. is a battery recycling vendor who did not ship any batteries to the Contractor during the contract period; Electronics Recycles of America is an e-waste recycler and has not processed any electronic waste to date; Evergreen Environmental, an oil recycler company, went bankrupt and is no longer in business; Lighting Resources, a fluorescent light tube recycler, did not receive many fluorescent lights from the CITY which resulted in their low utilization; Navajo Pallets, a large quantity pallet provider, did not receive any orders from the CITY and no replacement drums were purchased from PJ Drum; OC Vacuum has not been

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contracted to transport any vacuums to date; With Quality Equipment Rentals, forklift rentals were not required for the work performed or the CITY staff provided a forklift; and finally SLT Expressway is typically used for long hauling (usually 48'-53' trailers) or full loads which was not required for the small gear truck utilized for this job. Due to the limited usage of Philip Services Corporation, there has been, thus far, a reduced need with many of the specialized services these subcontractors are able to provide. However, Philip Services Corporation has pledged increased amounts from its achieved totals with each of its subcontractors due to their perceived increase of potential work during the supplemental agreement.

The MBE/WBE/OBE sub-consultant pledged participation levels for **Philips Services Corporation (PSC)** for this supplemental agreement are as follows:

SUBCONTRACTOR	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract	PLEGGED SUBCONTRACT AMOUNT
United Pumping Services, Inc.	MBE	M/HA	0.39%	\$1,000.00
OC Vacuum	MBE	F/HA	0.58%	\$1,500.00
AAA Propane Service, Inc.	OBE		0.08%	\$200.00
Amazon Environmental	OBE		0.80%	\$2,068.00
Beacon Management, Inc.	OBE		0.08%	\$200.00
Ditty Container, Inc.	OBE		0.46%	\$1,200.00
Electronic Recyclers International (formerly Electronic Recyclers of America)	OBE		0.19%	\$500.00
Lighting Resources	OBE		0.28%	\$740.00
Navajo Pallet	OBE		0.04%	\$100.00
PJ Drum	OBE		0.04%	\$100.00
Quality Equipment Rentals	OBE		0.19%	\$500.00
SLT Expressway	OBE		0.19%	\$500.00
<b>TOTAL MBE Participation</b>			0.97%	\$2,500.00
<b>TOTAL WBE Participation</b>			0.00%	\$0.00
<b>TOTAL OBE Participation</b>			2.35%	\$6,108.00
<b>TOTAL MBE/WBE/OBE Participation</b>			3.32%	\$8,608.00
<b>TOTAL Pledged Contract Amount</b>				\$259,664.62

**Other Policies and Compliance**

All Contractors are current with all insurance requirements and have provided the following documents:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage Ordinance
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- Americans with Disabilities Act
- Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Contract History
- Non-collusion Affidavit
- LA Residence Info
- First Source Hiring Ordinance
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restriction

**Term and Value of Contracts**

The term of the Supplemental Agreement with Clean Harbors Environmental Services (C-113379) and Phillips Services (C113380) will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014. The cost to fund the additional three (3) years will not exceed \$3,764,700 combined. The total compensation that may be paid to the Contractors by the CITY for the entire six (6) years with these Supplemental Agreements shall not exceed \$12,014,700. There is no impact to the General Fund.

**Contractor Responsibility Ordinance**

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

**Contractor Performance Evaluation Ordinance**

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

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**Contract Administration**

The responsibility for the administration of these Supplemental Agreements will be with the Industrial Safety and Compliance Division (formerly known as the Human Resources Development Division), Bureau of Sanitation.

**Headquarters and Work Force Information**

The corporate headquarters of Clean Harbors Environmental Services is in Norwell, Massachusetts. The local office is located at 1737 East Denni, Wilmington, CA 90744 and less than one (1) percent of its workforce resides in the City of Los Angeles.

The corporate headquarters of Philips Services Corporation is in Houston, Texas. The local office is located at 425 Isis Avenue, Inglewood, CA 90301 and less than eleven (11) percent of its workforce resides in the City of Los Angeles.

**City Attorney Review**

The proposed supplemental agreements have been approved as to form by the Office of the City Attorney.

**STATUS OF FINANCING**

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

Funding in the amount of \$150,000 is available in the Sewer Operations and Maintenance Fund No. 760, Department 50, Account 50KX82. Additional funding will be identified by the Director or authorized designee based on the actual work issued under these contracts.

The Supplemental Agreement will be open to City Departments who have executed their own contracts with the Contractors, under the same or similar terms and conditions as set forth in Contracts C-113379 and C-11380. Those departments requesting to encumber funds under the Supplemental Agreements will be responsible for providing the source of available funding for any services being requested.

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Respectfully submitted,



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ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation



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JOHN L. REAMER JR., Director  
Bureau of Contract Administration

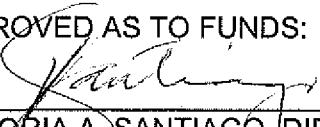
COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



---

HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

APPROVED AS TO FUNDS:



---

VICTORIA A. SANTIAGO, DIRECTOR  
Office of Accounting  
Date: 11/14/13

Prepared by:  
Kenneth Jeong, ISCD  
(310) 648-5631

DEPARTMENT OF PUBLIC WORKS

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ADOPTED BY THE BOARD OF  
PUBLIC WORKS OF THE CITY  
of Los Angeles, California  
AND REFERRED TO THE MAYOR  
JUL 19 2007

  
Secretary

CD: ALL

AUTHORITY TO EXECUTE TWO PERSONAL SERVICES CONTRACTS  
WITH PHILIP SERVICES CORPORATION (PSC) AND CLEAN HARBORS  
ENVIRONMENTAL SERVICES TO SUPPORT THE CITYWIDE ROUTINE  
RESPONSE HAZARDOUS MATERIAL MANAGEMENT PROGRAM

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works be authorized to execute a Personal Services Contract with Philip Services Corporation (PSC) and a Personal Services Contract with Clean Harbors Environmental Services for support of the Citywide Routine Hazardous Waste Management Program;
2. Upon the Mayor's authorization, the President or two members of the Board of Public Works will execute the two contracts; and
3. Return the executed contracts to the Bureau of Sanitation for further processing. (Contact Mr. Farouk Ossman at 213-485-3791 for pick up).

TRANSMITTALS

1. Copy of the Bureau of Sanitation Joint Report No. 1 dated December 16, 2005, authorizing the distribution of Request for Proposal (RFP) for Residential Special Materials, Conditionally Exempt Small Quantity Generators and Permanent Collection Sites Program and to negotiate with the most responsive proposer(s).
2. Copy of the Bureau of Sanitation's Motion dated February 13, 2006, requesting the Board approval to add the scope of work for "CITYWIDE ROUTINE RESPONSE HAZARDOUS MATERIAL MANAGEMENT PROGRAM" to the previously advertised RFP stated in Item number 1 of transmittals.
3. Copies of the proposed Personal Services contracts between the City of Los Angeles and Philip Services Corporation (PSC) and Clean Harbors Environmental Services. Originals will be delivered to the Board Office when Mr. Farouk Ossman (213-485-3791) is notified that the contracts are ready for execution.



## DISCUSSION

### **Background**

The Bureau of Sanitation, on behalf of the City of Los Angeles (CITY), is seeking to establish services contracts for routine management of hazardous waste generated by the CITY through its Citywide routine operations. The CITY generates more than three million pounds of hazardous waste per year through a variety of activities. The service requirement for this contract includes managing, recycling, treatment, storage and disposal of hazardous wastes through an approved Treatment, Storage, and Disposal Facilities. The CITY is committed to manage its hazardous waste using the most environmentally responsible methods.

Several CITY departments generate and/or manage hazardous waste. During the term of the proposed contracts, the following departments and bureaus may utilize the services of the Citywide Routine Hazardous Waste Management contractors:

- ☐ Building and Safety Department
- ☐ Community Development Department
- ☐ Fire Department
- ☐ Department of General Services
- ☐ Los Angeles Convention Center
- ☐ Police Department
- ☐ Public Works Department, Bureaus of
  - ☐ Engineering
  - ☐ Sanitation
  - ☐ Street Lighting
  - ☐ Street Services
- ☐ Department of Recreation and Parks
- ☐ Department of Transportation
- ☐ Information Technology Agency
- ☐ Personnel Department
- ☐ Harbor Department
- ☐ Airports Department
- ☐ Other CITY Departments as deemed necessary by these departments

The CITY's hazardous waste streams vary by department/bureau. They include, but are not limited to, blood and bio-hazardous waste; used motor oil, oil filters, oily rags and absorbent; antifreeze; paint and solvents; brake and parts cleaner, fluorescent lights; lead; radioactive waste; pesticides; mercury; explosives; syringes; drug lab contents; used batteries; gasoline; asbestos and asbestos-containing materials; clarifier waste; contaminated soil and other materials.

The selected contractors will be required to provide all necessary personnel, materials, supplies and record-keeping necessary for the routine hazardous waste management. In

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addition, to provide technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms as well as provide training for CITY employees.

On December 8, 2006, the Bureau of Sanitation (BOS) was given authority by the Board of Public Works to execute two contracts. One with Philip Services Corporation (PSC) as a prime contractor and the other with Clean Harbors Environmental Services as a back up to provide Residential Special Material services to the BOS. The required tasks includes, but not limited to, operation of the six Solvents, Automotives, Flammables and Electronics (SAFE) Collection facilities; plan, operate and manage the mobile events; implement and develop and manage the Conditionally Exempt Small Quantity Generator Collection program; provide technical assistance and facility maintenance and repair and provide door-to-door collection for disabled and elderly residents and collection of e-waste on an as needed bases. On April, 2007, the Board authorized the BOS to execute two contracts. One with Clean Harbors Environmental Services as a prime contractor and the other with United Pumping Services with as a back up to provide Citywide 24-hours Emergency Response services. This program is designed to provide City Departments with emergency response to manage hazardous waste.

On June 5, 2006, three qualified recycling firms: Philip Services Corporation (PSC), Clean Harbors Environmental Services and Express Oil Company submitted proposals for the operation of the Citywide Routine hazardous Waste Management Program as a response to the RFP. A review committee, consisting of the Bureau of Sanitation staff, evaluated the three proposals in order to determine the most qualified firm(s).

Due to the critical nature of the work, the high demand for the stated services from the participating Bureaus and Departments and the need to provide the participants with an uninterrupted access to these vital services, the Bureau of Sanitation proposes to award two contracts from the responses received from this RFP. Philip Services Corporation (PSC) and Clean Harbors Environmental Services were determined to be the most qualified contractors. Both contractors submitted all required documentation required by the RFP.

In order to effectively compare each proposer rates schedule (cost), a built in formula was established as part of the spreadsheet given to all participants. Also, a list containing the types and actual amounts of waste collected during last fiscal year was created to compare prices.

As per the requirements of Section 14.9 of the RFP, the review committee evaluated the proposals on the following basis: Cost (45 points), Technical Proposal (25 points), Record of Past Performance (20 points), and Waste Management (10 points).

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The scores and rankings of the proposals for operation of the Program are as follows:

Proposer	Cost	Performance	Proposal	Waste Management	Total	Rank
Philip Services Corporation	44.0	20.00	21.00	10.00	95.00	1
Clean Harbors Environmental Services	41.0	18.00	21.00	10.00	90.00	2
Express Oil Company	32.0	12.00	18.00	10.00	72.00	3

In terms of overall scoring, both Philip Services Corporation and Clean Harbors Environmental Services are very close.

The Bureau of Sanitation is proposing that both Philip Services Corporation and Clean Harbors Environmental Services, the two top proposers from the RFP, be selected for the services required by the RFP for the operation of the Citywide Routine Hazardous Waste Management Program. Negotiations were conducted with Philip Services

Corporation and Clean Harbors Services. Each Bureau/Department will assign a Program Manager to manage and monitor their part of the program. The Program Manager will be responsible for selecting the most appropriate contractor (of the two contractors selected) based on the required task cost and the contractor's responsiveness. The Program Manager will also be responsible for reviewing and approving manifest and request for payment related to their tasks and for taking all steps necessary to protect the best interests of the CITY.

**MBE/WBE/OBE Subcontractor Outreach Program**

The anticipated participation levels for this contract were 16.00 percent MBE and 4.00 percent WBE. Both Philip Services Corporation and Clean Harbors Environmental Services received a passing score on their Good Faith Effort (GFE) evaluations. Philip Services Corporation has pledged 14.55 percent MBE, 0.00 percent WBE, and 9.35 percent OBE. Clean Harbors Environmental Services has pledged 0.97 percent MBE, 0.00 percent WBE, and 0.00 percent OBE.

**Gender/Ethnicity Codes:**

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

The MBE/WBE/OBE sub-consultant pledged participation levels for Philip Services Corporation (PSC) are:

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Certified Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethn	% of Contract	Value
Island Environmental Services, Inc.	MBE	M/HA	3.64%	\$300,000
United Pumping Services, Inc.	MBE	M/HA	10.91%	\$900,000
AAA Propane Service, Inc.	OBE		0.22%	\$18,000
Amazon Environmental, Inc.	OBE		3.27%	\$270,000
Beacon Management, Inc.	OBE		0.18%	\$15,000
Ditty Container, Inc	OBE		0.73%	\$60,000
Electronic Recyclers of America	OBE		0.36%	\$30,000
Evergreen Environmental	OBE		1.09%	\$90,000
Lighting Resources, LLC	OBE		0.29%	\$24,000
Navajo Pallets	OBE		0.26%	\$21,600
OC Vacuum	OBE		1.16 %	\$96,000
P J Drum	OBE		0.50%	\$41,400
Quality Equipment Rentals	OBE		0.36%	\$30,000
SLT Expressway	OBE		0.91%	\$75,000
Total MBE/WBE Participation			14.55%	\$1,200,000
Total OBE Participation			9.35%	\$771,000
Total Pledged Contract Amount				\$8,250,000

The MBE/WBE/OBE sub-consultant pledged participation levels for Clean Harbors Environmental Services are:

Certified Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethn	% of Contract	Value
Cruz Containers	MBE	M/HA	0.39%	\$32,400
IQ Personnel	MBE	M/HA	0.22%	\$18,000
J. Torres Company, Inc.	MBE	M/HA	0.36%	\$30,000
Total MBE/WBE Participation			0.97%	\$80,400
Total Pledged Contract Amount				\$8,250,000

Staff from the Bureau of Sanitation is working with Clean Harbors Environmental Services to increase MBE/WBE sub-contractor participation.

**Other City Policies and Requirements**

- o Non-Discrimination/Equal Employment Practices/Affirmative Action
- o Living Wage Ordinance
- o Equal Benefits Ordinance
- o Business Tax Registration Certificate
- o Child Support Obligation Ordinance
- o Slavery Disclosure Ordinance

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- o Insurance Requirements
- o American's With Disabilities Act

**Contractor Responsibility Ordinance**

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

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative code, the project manager for this contract shall submit Contractor Performance Evaluation Report to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

**Contract Administration**

Responsibility for administration of this contract will be with Solid Resources Citywide Recycling Division, Bureau of Sanitation.

**Headquarter and Workforce Information**

The headquarters address of Philip Services Corporation (PSC) is in Houston, Texas. The local office is located at 425 Isis Avenue, Inglewood, CA 90301 and 15.00% of its workforce resides in the City of Los Angeles. The headquarters address of Clean Harbors Services is in Norwell, Massachusetts. The local office is located at 5756 Alba Street, Los Angeles, CA 90058 and less than 1.0% of its workforce resides in the City of Los Angeles.

**Contract Term**

The term for both contracts will be for three (3) years, starting from the date the contracts are attested by the City Clerk, with no renewal option. The estimated annual cost for both contracts is \$2,750,000 (\$8,250,000 for three years). Available funds will be allocated depending on the utilization of each contract as determined by the City's Program Manager.

**STATEMENT AS TO FUNDING**

The two contracts include a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Funds will be allocated by each Bureau/Department based on their need.

( JS NG RPT ECZ WFB )

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COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

*Hannah Choi*

HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

Respectfully submitted,

*Rita L. Robinson*

RITA L. ROBINSON, Director  
Bureau of Sanitation

*John D. Reamer, Jr.*

JOHN D. REAMER, JR., Director  
Bureau of Contract Administration

APPROVED AS TO STATEMENT OF FUNDS:

*Craig V. Bloomquist*  
CRAIG V. BLOOMQUIST, Director  
Office of Accounting

Date 7/3/07

Prepared by:  
Farouk Ossman, SRCRD  
(213) 485-3791

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113379  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113379 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Clean Harbors Environmental Services (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 16, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for the managing, recycling, treatment, storage, and disposal of hazardous wastes through an approved Treatment, Storage, and Disposal Facilities; and

WHEREAS, on June 9, 2006, three (3) proposals were received by the City; and

WHEREAS, Clean Harbors Environmental Services was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on July 13, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to Clean Harbors Environmental Services to provide routine response services to contain, identify, clean up, package, and transport hazardous waste found or spilled within the City or at facilities operated by the City to City-Approved Transportation, Storage and Disposal Facilities (TSDF) and also to provide routine response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008 Contract C-113379 was executed; and

WHEREAS, on May 14, 2011 the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS; the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113379, as follows:

**1. Incorporation of Original Agreements**

Original Contract C-113379 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with Clean Harbors Environmental Services will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$3,505,034. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$12,014,700 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated



Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.


This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**CLEAN HARBORS ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By:   
Mark Mooney  
Vice President Regional Sales – West

Date: \_\_\_\_\_

Date: 11/20/2013

By: \_\_\_\_\_  
Commissioner  
Board of Public Works


Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By:   
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: 11/22/13

Date: \_\_\_\_\_

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

APR - 6 2011

TRANSMITTAL 2

For the meeting of April 6, 2011

CD: All

## MOTION

  
Executive Officer

The City of Los Angeles (City) generates more than three (3) million pounds of hazardous waste per year through a variety of activities. On May 15, 2008, the City executed two (2) Personal Services Contracts, C-113379 with Clean Harbors Environmental Services (Clean Harbors) and C-113380 with Philip Services Corporation (PSC), to support the Citywide Routine Hazardous Waste Management Program by providing services for the routine collection, disposal, managing, recycling, treatment, and storage of hazardous wastes through approved Treatment, Storage, and Disposal Facilities. The contract term is for three (3) years with an expiration date of May 14, 2011.

Both Clean Harbors and PSC have satisfactorily provided services for the Bureau of Sanitation (Bureau) under the terms of their current contracts and the Bureau desires to retain Clean Harbors and PSC until new amendments are executed. The Bureau is currently preparing Amendment No. 1 to Contracts C-113379 with Clean Harbors and C-113380 for PSC to continue to provide the required and uninterrupted services to support the Citywide Routine Hazardous Waste Management Program. Amendment No. 1 to both contracts will extend the current contract term by two (2) years; adjust the price schedule to reflect current prices for material, commodity, and labor; and add products and services missing in the original contracts, while a new RFP for these services is being prepared.

The Bureau requests to extend the current Contracts C-113379 with Clean Harbors and C-113380 with PSC on a month-to-month basis and to increase the contract cost ceiling (which is a combined ceiling for Contract C-113379 and C-113380) from \$8,250,000 to \$11,000,000 until Amendments to both contracts are executed. Proper handling of hazardous waste is important for the health and wellbeing of the City. Extending the current contracts and increasing the cost ceiling will ensure that this service will continue to be provided to the City.

Available funds will be allocated by each Bureau/Department depending on the use of each contract as determined by the Contract Manager. The two contracts include a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."


IT IS THEREFORE MOVED that the Board of Public Works approve the extension of the existing Contracts with Clean Harbors Environmental Services (C-113379) and with Philip Services Corporation (PSC) (C-113380) on a month-to-month basis and approve an increase in contract cost combined ceiling from \$8,250,000 to \$11,000,000 until Amendment No. 1 to agreements C-113379 and C-113380 are fully executed.

Motion 2  
Philip Services Corp.  
Page 2

Respectfully Submitted,

  
ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

Statement as to Funds Approved by:

  
VICTORIA A. SANTIAGO, Director  
Office of Accounting  
Date: 3/31/11

Author: Stephen Klitzky,  
(310) 648-5074

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113379  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113379 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Clean Harbors Environmental Services (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 16, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for the managing, recycling, treatment, storage, and disposal of hazardous wastes through an approved Treatment, Storage, and Disposal Facilities; and

WHEREAS, on June 9, 2006, three (3) proposals were received by the City; and

WHEREAS, Clean Harbors Environmental Services was deemed to be the most qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on July 13, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to Clean Harbors Environmental Services to provide routine response services to contain, identify, clean up, package, and transport hazardous waste found or spilled within the City or at facilities operated by the City to City-Approved Transportation, Storage and Disposal Facilities (TSDF) and also to provide routine response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008 Contract C-113379 was executed; and

WHEREAS, on May 14, 2011 the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS; the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113379, as follows:

**1. Incorporation of Original Agreements**

Original Contract C-113379 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

**2. Term**

The term of the Supplemental Agreement with Clean Harbors Environmental Services will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

**3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

**4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$3,505,034. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$12,014,700 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

**5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

**6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated

Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.

This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**CLEAN HARBORS ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By: \_\_\_\_\_  
Mark Mooney  
Vice President Regional Sales – West

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-113380  
BETWEEN THE CITY OF LOS ANGELES  
AND  
PHILIP SERVICES CORPORATION (PSC)  
ENVIRONMENTAL SERVICES, LLC**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-113380 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Philip Services Corporation (PSC) Environmental Services, LLC (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on December 16, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for the managing, recycling, treatment, storage, and disposal of hazardous wastes through an approved Treatment, Storage, and Disposal Facilities; and

WHEREAS, on June 9, 2006, three (3) proposals were received by the City; and

WHEREAS, Philip Services Corporation (PSC) Environmental Services, LLC was deemed to be the most qualified respondent as determined through the evaluation criteria stated in the RFP; and

WHEREAS, on July 13, 2007, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a three-year personal services contract to Philip Services Corporation (PSC) Environmental Services, LLC to provide routine response services to contain, identify, clean up, package, and transport hazardous waste found or spilled within the City or at facilities operated by the City to City-Approved Transportation, Storage, and Disposal Facilities (TSDF) and also to provide routine response to illicit drug laboratories and drug chemical storage locations throughout Southern California; and

WHEREAS, on May 15, 2008, Contract C-113380 was executed; and

WHEREAS, on May 14, 2011, the initial contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the Scope of Services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the implementation of this project is critical and must be retained; and

WHEREAS; the City desires to retain the Contractor to provide the required professional and technical services in connection with the Scope of Services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-113380, as follows:

## **1. Incorporation of Original Agreements**

Original Contract C-113380 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

## **2. Term**

The term of the Supplemental Agreement with Philip Services Corporation (PSC) Environmental Services, LLC will be for three (3) years beginning May 15, 2011, and expiring on May 14, 2014.

## **3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work completed by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

## **4. Compensation**

The cost to fund the additional three (3) years under this Supplemental Agreement will not exceed \$259,665. The contract ceiling for the entire six (6) years under this Contract shall not exceed \$12,014,700 combined.

Invoice(s) shall be sent to:

To the City:

Mr. Chuck Turhollow  
City of Los Angeles – Bureau of Sanitation  
Industrial Safety and Compliance Division  
12000 Vista del Mar, Playa del Rey, CA 90293  
Tel: (310) 648-5928  
Fax: (310) 648-5930  
e-mail: Charles.Turhollow@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

## **5. Ratification**

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

## **6. First Source Hiring Ordinance (Add)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended

from time to time.

Contractor shall, prior to the execution of the Contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.

This Supplemental Agreement includes four pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**PHILIP SERVICES CORPORATION  
ENVIRONMENTAL SERVICES, LLC**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By: \_\_\_\_\_  
Melinda Rath  
Vice President - Sales

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**MICHAEL N. FEUER, City Attorney**

**Holly L. Woolcott, Interim City Clerk**

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_