

0150-09778-0000

TRANSMITTAL

TO The City Council	DATE AUG 24 2012	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Personal Services Contract with Clean Harbors Environmental Services, Inc.
To Operate the City's Residential Special Materials (RSM) Management Program**

Approved and forwarded for your consideration.
See the City Administrative Officer report attached.



(Janelle Erickson)

MAYOR

MAS:WKP:06120114t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-13-12	C.D. No.	CAO File No.: 0150-09778-0000				
Contracting Department/Bureau: Public Works/Bureau of Sanitation		Contact: Daniel Meyers					
Reference: Transmittal from the Board of Public Works dated May 7, 2012; referred for report on May 8, 2012.							
Purpose of Contract: To operate the City's Residential Special Materials (RSM) Management Program.							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Five years with two options to extend for an additional three years (Eleven years total if both options are executed)					
Contract/Amendment Amount: 53,000,000							
Proposed amount \$ 53,000,000 + Prior award(s) \$0 = Total \$ 53,000,000							
Source of funds: Sewer Construction & Maintenance Fund, Stormwater Pollution Abatement Fund, Household Hazardous Waste Special Fund, Landfill Maintenance Special Fund, and Used Oil Grant Fund							
Name of Contractor: Clean Harbors Environmental Services, Inc.							
Address: 1715 East Denni Street, Wilmington, CA 90744							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0.01%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute a Personal Services Contract with Clean Harbors Environmental Services, Inc. (Clean Harbors) to operate the Bureau's Residential Special Materials (RSM) Management Program. The term of the contract is five years with two options to extend the contract for three additional years and the maximum allowable compensation is \$53 million. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required to execute the proposed contract as the term will exceed five years.

The improper disposal of RSMs such as batteries, paints, used motor oil, pesticides, solvents, and other household chemicals, can contaminate groundwater and deplete natural resources. As such, California Resources Code 41500 and California State Regulation, Title 14, Section 18751.1 require all jurisdictions to operate programs to collect and recycle these waste products. In 1998, the Bureau implemented the RSM Management Program which provides opportunities for residents and businesses to properly dispose of RSMs and to reduce illegal dumping of RSMs into landfills, sewers, and storm drains.

 WKP	 Assistant CAO	 City Administrative Officer
Analyst	06120114	

This program consists of the following components:

- Operation of six permanent Solvent, Automotive, Flammables, and Electronics (SAFE) Centers throughout the City where residents and businesses may drop off their RSM, universal waste, and electronic waste (E-Waste) such as televisions, fax machines, computers, radios, etc. Collected materials are bulked, manifested, and transported for final processing by recycling, reuse, treatment, or disposal through incineration, landfilling, or other means. Each center is open on the weekends and the Bureau is constructing a seventh SAFE Center scheduled to open in the Fall 2012.
- Hold two annual mobile RSM collection events, six annual E-Waste collection events, and 20 annual used oil collection events.
- Collection of used batteries at over 200 locations, which includes all City libraries.
- Collection of sharps at 37 locations, which includes 24 senior citizen centers, eight pharmacies, three community health clinics, and two City facilities.
- Operation of 14 marina used oil collection sites.

The Bureau reports that in 2010-11, over 7.8 million pounds of RSM and E-Waste were collected and over the last ten years, the Program has experienced an annual ten percent increase in the amount of RSM collected. Currently, the Bureau has a contract (Contract No. 113380) with Phillip Services Corporation (PSC) for the collection of hazardous waste. This contract expired on May 14, 2011 and has been renewed on a month to month basis through a contract amendment approved by the Board on April 6, 2011.

On August 25, 2010, the Board authorized the Bureau to issue a Request for Proposals (RFP) and negotiate contracts to operate the City's RSM Management Program. The Bureau received proposals from Clean Harbors and PSC and both proposals were evaluated and scored based on the cost of the proposal (45 points), company's past performance (20 points), company's technical knowledge and experience operating RSM programs (25 points), and the company's waste management practices (10 points). Clean Harbors received the top score and on May 7, 2012, the Board approved the execution of the proposed contract with Clean Harbors. It should also be noted that the Bureau's Central Contracts Unit determined that PSC failed to achieve a minimum passing score on the City's Good Faith Effort (GFE) requirements and recommended that the Board find the PSC proposal to be non-responsive. On January 20, 2011, PSC submitted an appeal to this finding and the Bureau conducted another evaluation but was unable to justify awarding any additional points.

Scope of Work

Under the terms of the contract, Clean Harbors will provide the following services:

1. Operate the City's SAFE Centers, which includes the following:
 - Set up and clean up the RSM collection zone;
 - Unload, sort, store, weigh, package, manifest, transport, consolidate, and dispose, treat, reuse, or recycle all RSMs collected at the SAFE Centers;
 - Provide traffic control and vehicle queuing services;
 - Respond to emergency service requests or hazardous waste spills at the centers; and
 - Maintain a clean and safe work environment at the SAFE Centers.

2. Operate RSM Collection Events throughout the City, which includes:

- Set up and prepare the RSM collection zone;
- Provide traffic control and vehicle queuing services;
- Unload RSM from vehicles, identify and segregate RSM, package and transport RSM to SAFE Centers; and
- Provide security at events.

3. Operate a fee-for-service RSM collection program for Conditionally Exempt Small Quantity Generators (CESQG) which are small businesses, non-profit organizations, churches, schools, and local jurisdictions that generate small quantities of hazardous waste.
4. Provide technical assistance and facility maintenance and repair services;
5. Provide "at-the-door pickup" of RSM for elderly and disabled residents;
6. Collect, transport, and properly dispose of sharps and needles;
7. Provide 24-hour incident response services of oil and hazardous waste spills;
8. Collect E-Waste (It should be noted that the transportation and processing of E-Waste will be provided through a separate contract);
9. Maintain all appropriate licenses, certifications, and permits required to handle, store, transport, and process hazardous materials; and
10. Provide monthly, quarterly, annual, and ad-hoc reports to Bureau management on program operations.

Compensation for Services

The City will compensate Clean Harbors according to the fee schedule included in Article 10 of the proposed contract. The costs to operate the SAFE Centers are based on the hourly rate of each employee and the disposal rates which are based on the type and amount of waste. The costs to operate mobile collection events are based on the number of participants or number of cars at the event. The cost for pick-up of RSM is \$75 per trip regardless of the number of trips. The RSM cost for 2011-12 was approximately \$3 million. The projected annual cost of the new contract, as shown below, reflects the opening of the seventh SAFE Center in the current fiscal year (full cost reflected in Year 2) and 3.5 percent annual increases subsequently due to Consumer Price Index (CPI) adjustments.

Year 1	\$3,600,000
Year 2	4,243,500
Year 3	4,392,023
Year 4	4,545,743
Year 5	4,704,844
Year 6	4,869,514
Year 7	5,039,947
Year 8	5,216,345
Year 9	5,398,917
Year 10	5,587,879
Year 11	5,783,455
Total	\$53,382,167

Funding for the first year of this contract is provided in the 2012-13 Adopted Budget from various special funds and grants. Funding for subsequent years of this contract is subject to the availability of funds and will be appropriated through the City's annual budget development process.

City Contracting Compliance Requirements

In accordance with Charter Section 1022, the Personnel Department and this Office determined that operations of the RSM Management Program can be performed more feasibly by contractors than City forces as the City does not have the permits, licenses, or infrastructure to transport or properly dispose of RSMs. Most contractors use processing facilities outside of the State to properly dispose of RSMs. In addition, the use of contractors will indemnify the City of any incidents occurring because of managing hazardous waste at collection facilities and events and from accepting custody of any unacceptable and rejected waste. Lastly, the work is intermittent in nature and contractors have more flexibility in adjusting staffing levels to reflect changes in workload. Participation levels at the SAFE Centers fluctuate on a monthly basis due to changes in weather and seasons and the ability to staff accordingly will result in program savings. Clean Harbors has complied with all City contracting requirements.

RECOMMENDATION

That the Mayor and Council authorize the Board of Public Works to execute the proposed Personal Services Contract with Clean Harbors Environmental Services, Inc. to operate the City's Residential Special Materials Management Program for a five-year term with two options to extend for an additional three years (a total of 11 years), at a cost not to exceed \$53 million, subject to the approval of the City Attorney as to form.

FISCAL IMPACT STATEMENT

Funding for this contract will be provided from various special funds and there is no fiscal impact to the General Fund. Funding for the first year of the contract is provided in the 2012-13 Adopted Budget and funding for all subsequent years will be appropriated through the City's annual budget process. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

CITY OF LOS ANGELES

CALIFORNIA



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MAYOR

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ARLEEN P. TAYLOR
EXECUTIVE OFFICER

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

May 7, 2012

#1 BOS/BCA
(of 3/28/2012)

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales

Subject: AUTHORITY TO EXECUTE A PERSONAL SERVICES CONTRACT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., TO SUPPORT THE CITY OF LOS ANGELES' RESIDENTIAL SPECIAL MATERIALS (RSM) MANAGEMENT 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 authorization to execute a Personal Services Contract with Clean Harbors Environmental Services, Inc. to support the City of Los Angeles' Residential Special Materials Management Program

FISCAL IMPACT

The proposed RSM contract term will be for 5 years with two renewal options. The total contract ceiling for this contract is \$53 million. The current annual estimated cost for the contract is \$3.2 million, but the cost is expected to grow annually due to annual CPI increases, increase in materials collected, and establishment of a new S.A.F.E. Collection Center in 2012. Funds in the amount of \$2 million are available through various funding sources. The remainder of the \$51 million dollars will be allocated during the budget process for the following fiscal years, bringing the contract ceiling to \$53 million.

Respectfully submitted,

Arleen P. Taylor, Executive Officer
Board of Public Works

APT:TS:dpc

2012 MAY 09 AM 9:18
CITY ADMINISTRATIVE OFFICER

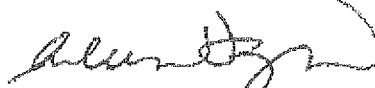


DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
March 28, 2012

AS AMENDED*
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
MAY - 7 2012

CD: ALL



Executive Officer

REQUESTING AUTHORITY TO FIND PHILIP SERVICES CORPORATION AS NON-RESPONSIVE AND EXECUTE A PERSONAL SERVICES CONTRACT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. TO SUPPORT THE CITY OF LOS ANGELES' RESIDENTIAL SPECIAL MATERIALS MANAGEMENT PROGRAM

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (Bureau) to:

- *1. Find Philip Services Corporation (PSC) ~~non-responsive for failure to achieve a minimum passing score of 75 out of 100 points~~ on their Good Faith Effort (GFE) evaluation.
2. 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 a Personal Services Contract with Clean Harbors Environmental Services, Inc. for support of the City's Residential Special Materials (RSM) Management Program;
3. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract;
4. Return the executed contract to the Bureau for further processing. For pick up, contact Brian Ahn of Solid Resources Citywide Recycling Division (SRCRD) at 213-485-3827 or David Chanquin of the Board of Public Works at (213) 978-0274.
5. That the Board of Public Works ~~consider~~ ^{*approve} the appeal of PSC Good Faith Effort evaluation.
- *6. Authorize the Bureau to negotiate a Personal Services Contract with PSC to provide back-up for support of the RSM Management Program and return to the Board for contract approval and forwarding to the Mayor and City Council.

TRANSMITTALS

1. Copy of the adopted Board Report, dated August 25, 2010, authorizing the distribution of a Request for Proposals (RFP) to provide Residential Special Materials, Conditionally Exempt Small Quantity Generators, and Permanent Collection Sites Program.
2. Copy of the proposed Personal Services Contract between the City of Los Angeles and Clean Harbors Environmental Services, Inc. Originals will be delivered to the Board Office when Brian Ahn (213-485-3827) is notified that the contract is ready for execution.
3. Copy of the letter sent by the Bureau, Central Contracts Unit (CCU), to PSC, dated January 20, 2011, regarding the GFE evaluation of PSC.
4. Copy of the protest letter sent by Philip Services Corporation PSC to the Bureau, dated January 25, 2011, in response to CCU's GFE Evaluation of PSC.

5. Copy of the letter sent by the Bureau, CCU to PSC, dated February 7, 2011, in response to PSC's GFE evaluation protest.

DISCUSSION

Background

The improper disposal of RSM such as paint, batteries, solvents, and other unwanted chemicals can contaminate groundwater and deplete natural resources. Therefore, California Resources Code 41500 and California State Regulation, Title 14, Section 18751.1 require all jurisdictions to operate programs to collect and recycle RSM.

As a result, the Bureau has created an elaborate infrastructure consisting of permanent Solvents, Automotives, Flammables, and Electronics (S.A.F.E.) Collection Centers, temporary mobile, community collection events, and universal waste collection points to provide residents with safe, convenient and legal means to properly recycle and/or dispose of their RSM.

The City's RSM program has significantly expanded over the years to meet the demand for safe and convenient RSM disposal options. Due to the increased demand, the City moved from resource intensive mobile events to permanent S.A.F.E. Centers. The City now operates six (6) S.A.F.E. Centers open every weekend to both City and County residents. Construction of the City's seventh S.A.F.E. Center is scheduled to be completed in June 2012. In addition to permanent collection facilities, the City's program has expanded to include: collection of batteries at over two hundred (200) locations, including all City libraries; collection of sharps at thirty seven (37) locations, including twenty four (24) senior citizen facilities, eight (8) independent pharmacies, three (3) community health clinics, and two (2) City facilities; construction and operation of fourteen (14) marina used oil collection sites; establishment and management of two hundred and fifteen (215) used oil Certified Collection Centers; twenty (20) annual used oil collection events, six (6) annual e-waste collection events; and two (2) annual mobile RSM collection events.

As the City's program has grown to meet residents' needs, so has the cost to provide these services. The program has experienced, on average, a ten percent (10%) annual increase in material collected and associated cost. In the last ten (10) years alone the quantity of RSM waste collected annually has increased from 3.2 million pounds to 7.6 million pounds. The current contractor for RSM program is Philip Services Corporation (PSC). The contract is on a month to month basis through contract amendment approved on January 6, 2010. The RSM contract expired on January 10, 2010.

Summary of Proposals

On August 25, 2010, the Board authorized the Bureau to distribute a Request for Proposals (RFP) to select and negotiate contracts to operate the City's Residential Special Materials (RSM) Management Program and for E-WASTE Transportation and Processing (Transmittal No. 1). Proposers could submit proposals for either RSM, E-WASTE, or both.

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On November 2, 2010, the Bureau received two proposals for RSM and five proposals for E-WASTE. Recommendations contained in this report are for the RSM Program only. Recommendations for the E-WASTE Transportation and Processing contract will be addressed under a separate Board Report.

Selection of Proposals

In response to the advertised RFP, two (2) proposals were submitted; one by Philip Services Corporation (PSC) and the other by Clean Harbors Environmental Services, Inc. The Bureau established a selection committee to rate each proposal.

As set forth in the RFP, each proposal was reviewed and ranked according to the following criteria: Record of Past Performance (20 Points), Technical Proposal (25 Points), Proposal Price (45 Points), and Waste Management (10 Points). The selection panel of three (3) RSM staff reviewed all proposals. Based on staff's evaluation both Clean Harbors and PSC passed the technical evaluation. Clean Harbor was found to be the top ranked proposer.

The Bureau recommends that Clean Harbors Environmental Services be selected as the primary contractor. Clean Harbors Environmental Services, Inc. has demonstrated excellent knowledge and experience in providing services for RSM management program, and has been deemed the most qualified respondent as set forth in the RFP, as determined by the review committee. Therefore, the Bureau recommends awarding the contract to Clean Harbors Environmental Services, Inc. (Transmittal No. 2)

As a second-ranked proposer, PSC met all the technical requirements of the RFP for award as the back-up contractor. However, as described below, PSC failed to achieve a passing score on their Good Faith Effort (GFE) documentation. PSC submitted an appeal of the Good Faith Effort (GFE) evaluation. Pending the outcome of their appeal, staff will either return to the Board with a request to re-release an RFP to secure a secondary (back-up) contractor or proceed with negotiation with PSC and return to Board with recommendation for award to PSC as a secondary (back-up) contractor.

MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

The MBE/WBE/OBE Subcontractor Outreach Program will be administered in accordance with Mayor's Executive Directive No. 2001-26 which was in effect at the time the RFP was advertised. After reviewing all documentation submitted by PSC, CCU awarded a total of 74 out of 100 points for the Residential Special Materials (RSM) Management Program GFE and, as a result, recommends that the Board find PSC to be non-responsive for failing to achieve the minimum passing score of 75 out of 100 points. PSC was notified of this recommendation in a letter dated January 20, 2011 (Transmittal No. 3). Unsatisfied with the results, PSC submitted an appeal to CCU on January 25, 2011 (Transmittal No. 4). Upon receipt of the PSC appeal, CCU re-evaluated all of the documentation submitted by PSC. However, based upon the requirements specified in the MBE/WBE/OBE Subcontractor Outreach Program of the RFP, CCU was unable to find any justification for awarding any additional points due to PSC's

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continued failure to negotiate in good faith. The results of the re-evaluation were delivered to PSC in a letter dated February 7, 2011 (Transmittal No. 5). Therefore, CCU continues to recommend the Board find PSC non-responsive, for failure to achieve a passing score on their Good Faith Effort evaluation.

To summarize, PSC was awarded points for all of the Good Faith Effort indicators, except No. 9 – Negotiation in Good Faith. Totaled together, PSC earned 74 GFE evaluation points. The following explains the staff evaluation at the failed indicator by describing:

- (1) The required documentation for each indicator;
- (2) Proposer submitted documentation;
- (3) Proposer stated reason for protesting; and
- (4) CCU's response.

Indicator (9)-Negotiated in Good Faith-26 Points

The requirement for this indicator states that the proposer must submit *"copies of all MBE/WBE/OBE proposals or quotes received whether or not they were received as a result of the outreach effort; Schedule A and A-1 (for Task D only); and c) Summary sheet organized by work area, listing proposals or quotes received, from all MBE/WBE/OBE subconsultants, the subconsultant selected for that work area, and a brief reason given for each selection/non-selection as a subconsultant. If the proposer elects to perform a listed work area with its own staff, include an explanation. Note: For the purposes of this RFP only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received for Task D."*

PSC submitted twenty-one (21) bids or quotes, a Schedule A listing twenty-two (22) subconsultants, and a Schedule A-1 listing thirty-nine (39) subconsultants selected for this project.

PSC said in their appeal response that *"PSC lists Visions Recycling as #37 on Schedule A-1 to perform latex recycling. PSC's initial attempts to contact Visions Recycling via fax number were unsuccessful because the phone number obtained from their web site was incorrect, additionally, due to initial timelines clerical staff failed to make contact via telephone. Consequently, PSC was unable to request a quote from Visions Recycling. The listing of Visions Recycling on Schedule A-1 is a clerical error on the part of PSC." "Amazon environmental quote was rec'd via email and left out in error, should have been listed in indicator #9 and quote included." "Command Center, quote misplaced this vendor should have been listed in Indicator #9, was left out in error." "The City's review of PSC's GFE documentation indicates a failure "to negotiate in good faith as a result of reason for selection being "relationship" with Huls Environmental"...The term "relationship" as a reason for non-selection is a poor choice of words. This term was only used to demonstrate PSC's knowledge of the work provided by this subcontractor as experienced and reliable. The best choice of words as reason for non-selection is simply experience and price as indicated in many of the other work areas." "PSC did provide self quotes, but some supply items were not captured in error on the initial self quotes.*

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At the request of the City, PSC provided updates quotes and listed the 3rd party vendors used to provide these materials, but did not provide documentation on the actual costs from the 3rd party." (Transmittal No. 4)

The CCU has the following response. With the RFP, it states a "summary sheet organized by work area, listing proposals or quotes received, from all MBE/WBE/OBE subconsultants, the subconsultant selected for that work area, and a brief reason given for each selection/nonselection as a subconsultant" is considered required documentation. However Visions Recycling was listed on the Schedule A-1 with no mention or reason for selection or non-selection provided on the Summary Sheet. If, according to PSC, there was a "clerical error", and Visions Recycling should not have been selected, there should have been a reason provided for non-selection on the Summary Sheet. If, Visions Recycling should instead have in fact been selected on the Schedule A-1, then either "a copy of the MBE/WBE/OBE proposal or quote received" or "for the purposes of this RFP only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received for Task D" should have accompanied the GFE documentation submitted. In addition, a reason for selection should also have been included on the Summary Sheet. Either way, no reasoning was provided on the Summary Sheet nor was there any proposal or quote or letter of interest included with the GFE documentation.

Similarly, Amazon Environmental and Command Center Staffing were selected on the Schedule A and A-1 respectively. However, like Visions Recycling, was not mentioned or issued reasons for selection on the Summary Sheet. Where Amazon Environmental and Command Center Staffing differ from Visions Recycling was the actual intent of PSC to select both subcontractors. Per PSC, "Amazon environmental quote was rec'd via email and left out in error, should have been listed in indicator #9 and quote included." "Command Center, quote misplaced this vendor should have been listed in Indicator #9, was left out in error." Without "a copy of a proposal or quote received" or "letters of intent acknowledging a potential subconsultant's interest", from Amazon Environmental and Command Center Staffing, respectively, which is a requirement of the MBE/WBE/OBE Subcontractor Outreach Program of the RFP, there is no way to verify the validity of the pledged dollar value of the subcontract with that of Amazon Environmental or the selection of Command Center Staffing on the Schedule A-1. If the proposals and/or quotes were in fact received by PSC, then they violated the MBE/WBE/OBE Subcontractor Outreach Program by failing to "list all proposals or quotes received, from all MBE/WBE/OBE subconsultants...and a brief reason given for selection/non-selection as a subconsultant." However CCU was unable to again verify whether the proposals and/or quotes received by PSC were submitted, and likewise considered, prior to the GFE Bid submittal deadline. In addition, "a reason for selection/non-selection", which again is a requirement of the RFP, was not included for both Amazon Environmental and Command Center Staffing and was not listed on the Summary Sheet.

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Per the RFP MBE/WBE/OBE Subcontractor Outreach Program, it states "*a brief reason given for selection/non-selection as a subconsultant*" is considered to be a requirement. And that requirement and its usage are of concern with the next issue. PSC failed to fulfill this requirement within the parameters of a fair and impartial assessment when considering all subcontractor proposals and/or quotes submitted. More specifically, PSC selected subcontractor Huls Environmental on its Summary Sheet and listed its selection reason as "experience, relationship, and competitive price." PSC acknowledged that the "relationship" reason between themselves and Huls Environmental was a "poor choice of words." However, if one reads further into a previous clarification, PSC also acknowledged the fact that, "*Huls Environmental and PSC worked together on providing environmental services to the City of El Monte from 2007 to 2009.*" This response provided by PSC violates the policy of the City of Los Angeles Executive Directive 2001-26, which thereby states that the City shall, "provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all city contracts." By clearly stating that they based their selection on a previous association or in this case "relationship", PSC could very well have pre-selected Huls Environmental, thus denying other subcontractors, such as Chempack Environmental and CJ Seto, who both also submitted proposals and/or quotes, "the equal opportunity to participate in the performance of all City Contracts."

Lastly, the RFP states that, "*if the proposer elects to perform a listed work area with its own staff, include an explanation.*" However no explanation was ever provided by PSC, who failed to select a subcontractor for a particular work area. Instead, PSC simply did not select a company, like United Pumping, to provide the 20' x 50' visqueen or cubic yard box needed for this project. With this example, PSC specifically selected these and other supplies and equipment to satisfy their needs and/or work areas needed in order to complete the project. However after initially receiving several bids and/or quotes from subcontractors, PSC listed these subcontractors as having not been selected, and as a result, provided a reason for non-selection as "price too high." In response to this information, CCU inquired further into how PSC was then able to make such a determination as the price being "too high." PSC responded with self-quotes, which response was later altered to a third-party provider, for several of these supplies and equipment needed. Even with all of the third-party quotes, PSC still failed to negotiate in good faith, by not providing third-party bids and/or quotes for the required 20' x 50' visqueen and a cubic yard box. Without a submitted third-party bid and/or quote, PSC would have had some difficulty basing their reason of "price too high" to not select a subcontractor, as there was no reasonable comparison provided at the time of submittal. In addition, PSC would have further difficulty completing this project without these essential work supplies. Also, similar to the Huls Environmental example, by not selecting the lone subcontractor, which had submitted a quote and was able to provide this work area of supplies, PSC violates the policy of the City of Los Angeles, which thereby states the City shall, "provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all city contracts." By avoiding, or failing to select, the lone candidate who submitted a quote, United Pumping, PSC denied a subcontractor "the equal opportunity to participate in the performance of a City Contract."

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Clean Harbors Environmental Services, Inc. received a passing score on their GFE documentation. The established anticipated participation levels, as set forth in the RFP for Tasks A through E, is 12 percent MBE and 4 percent WBE. For Tasks A through C and E, Clean Harbors has pledged 6.64 percent MBE, 1.36 percent WBE, and 2.60 percent OBE.

There is potential for as-needed Public Education services as it relates to facility maintenance and repairs (Task D). As specified in the RFP, proposers were required to include these services in their outreach and submit a Schedule A-1, "List of Potential Subconsultants." The Schedule A-1 lists the subconsultants that the proposer has committed themselves to soliciting bids from and ultimately utilizing should the as-needed services specified in Task D be required.

Clean Harbors Environmental Services, Inc. made an incorrect assumption and submitted with their proposal a Schedule A (MBE/WBE/OBE Subcontractors Information Form) with a base bid amount of \$12.5 million for a 3 year term. The Bureau of Sanitation requested that Clean Harbors revise and resubmit their Schedule A to reflect the 5 year actual contract term. Subsequently, Clean Harbors resubmitted their Schedule A with a base bid amount of \$25 million for a 5 year term, which accurately reflects Clean Harbors' anticipated costs due to annual CPI increases, increases in materials collected, and the opening of the City's seventh SAFE center. However, Clean Harbors' MBE, WBE, and OBE pledged participation level percentages remain the same as in their originally submitted Schedule A.

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

The MBE/WBE/OBE subconsultant pledged participation levels for Clean Harbors Environmental Services, Inc. are:

SUBCONSULTANTS	MBE/ WBE/ OBE	GENDER/ ETHNICITY	% OF CONTRACT AMOUNT	SUBCONTRACT AMOUNT
Cruz Containers, Inc.	MBE	M/HA	3.32%	\$ 830,000.00
E&A Pallet Co.	MBE	M/HA	0.12%	\$ 30,000.00
R.J. Safety Supply Co., Inc.	MBE	M/AA	0.80%	\$ 200,000.00
IQ Personnel, Inc.	MBE	F/HA	2.40%	\$ 600,000.00
Mindy F. Berman Communications	WBE	F/C	0.80%	\$ 200,000.00
B&G Industrial Rentals, Inc.	WBE	F/C	0.16%	\$ 40,000.00
Total Equipment Rental, Inc.	WBE	F/C	0.40%	\$ 100,000.00
Pinnacle Disposal & Environmental	OBE		2.20%	\$ 550,000.00
Neli's Event Planners	OBE		0.40%	\$ 100,000.00
Total MBE Participation			6.64%	\$ 1,660,000.00
Total WBE Participation			1.36%	\$ 340,000.00
Total OBE Participation			2.60%	\$ 650,000.00
Base Bid Amount				\$ 25,000,000.00

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Should the as-needed services specified in Task D be required, Clean Harbors Environmental Services, Inc. has pledged to use the following subconsultants:

SUBCONSULTANTS	MBE/ WBE/ OBE	GENDER/ ETHNICITY
Mindy F. Berman Communications	WBE	F/C
Ethos Group, Inc.	MBE	M/HA

OTHER CITY POLICIES AND REQUIREMENTS

Clean Harbors Environmental Services, Inc. shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure Ordinance
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Contract History
- Non-Collusion Affidavit
- Contractor Responsibility Ordinance
- First Source Hiring

NOTIFICATION OF INTENT TO CONTRACT

The required Notification of Intent to Contract was filed on January 16, 2009 with the CAO Clearinghouse.

CHARTER SECTION 1022

The Bureau requested a Charter Section 1022 determination from the CAO for these specific services. The CAO issued the 1022 determination report on August 26, 2009 and determined that there was an insufficient number of City staff to perform the work proposed to be contracted and additional staff could not be employed and trained in a timely manner to meet the City's needs.

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CONTRACTOR RESPONSIBILITY ORDINANCE

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

CONTRACTOR PERFORMANCE EVALUATION

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

LOS ANGELES RESIDENCE INFORMATION

The headquarters of Clean Harbors Environmental Services is 42 Longwater Drive, Norwell, MA 02061. The local office is located at 1715 East Denni Street, Wilmington, CA 90744. Nationwide, Clean Harbors Environmental Services employs 7,799 people, of which fifty-one (51) reside in the City of Los Angeles.

APPROVED AS TO FORM

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

CONTRACT ADMINISTRATION

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

CONTRACT TERM

The proposed RSM contract term will be for five (5) years, with two (2) 3-year renewal options. The total contract ceiling for this contract is \$53 million. The current annual estimated cost for the contract is \$3.2 million, but the cost is expected to grow annually due to annual CPI increases, increase in materials collected, and establishment of a new S.A.F.E Center in 2012.

STATUS OF FINANCING

As part of the Bureau of Sanitation budgetary process, funding shall be out of Fund 760, Department 50, Account 50H082.

The contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present 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 in the amount of \$2,000,000 are available as follows:


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	Fund-Department	Account	Amount Available
FY 2011-2012	100/82	003040	\$1,130,570
FY 2011-2012	760/50	50H082	\$644,430
FY 2011-2012	586/50	50G501	\$225,000
TOTAL			\$2,000,000

The remainder of \$51 million dollars will be allocated during the budget process for the following fiscal years, bringing the contract ceiling to \$53 million dollars.

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

APPROVED AS TO FUND:



VICTORIA A. SANTIAGO, Director
Office of Accounting

Date: 3/1/12

Prepared by:
Dan Meyers, SRCRD
213) 485-3774

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



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

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles CaliforniaBUREAU OF SANITATION

AUG 25 2010

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO.2

August 25, 2010


Executive Officer

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE A CONTRACT TO OPERATE THE CITY OF LOS ANGELES RESIDENTIAL SPECIAL MATERIALS (RSM), CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG), PERMANENT COLLECTION SITES AND MOBILE COLLECTION EVENT PROGRAMS; AND E-WASTE TRANSPORTATION AND PROCESSING

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (Bureau) to:

1. Distribute and advertise the transmitted RFP to operate the City of Los Angeles (City) RSM, CESQG, Permanent Collection Sites and Mobile Collection Event Programs; and E-Waste Transportation and Processing.
2. Evaluate the proposals and select the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s)
4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTALS

1. Copy of the RFP for the RSM; CESQG, Permanent Collection Sites, and Mobile Collection Event Programs; and E-Waste Transportation and Processing.
2. Copy of mailing list for distribution of the RFP.

DISCUSSION**Background**

In 1988, the City started the RSM Collection Program (Program). The Program began with a series of weekend mobile collection events where residents could drop off household hazardous waste such as paint, pesticides; used motor oil and other household chemicals. The Program has grown to include six (6) permanent RSM collection sites, known as SAFE (Solvents, Automotive, Flammables and Electronics) Centers located throughout the City. The Program has served over 300,000 residents and small businesses, collecting 25 million pounds of RSM.

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The SAFE Centers and mobile RSM collection events allow the City to provide critical and necessary services to both local residents and small businesses. Moreover, permanent collection facilities add convenience to the disposal of RSM. The goal of the RSM collection program is to provide a convenient location for residents to dispose RSM to decrease illegal dumping of these materials into local landfills, sewers and storm drains. To help achieve this goal, the Bureau is planning on constructing two (2) additional SAFE Collection facilities in underserved areas within the next five (5) years.

Through the addition of the SAFE Collection Centers and the Bureau's outreach efforts, the collection of RSM continues to increase every year. For fiscal year 2008-2009, the City collected 7,043,277 pounds of waste (including E-Waste) from 80,000 participants.

The State of California (State) continues to append the list of materials that cannot be disposed in the regular trash. The addition of electronics and computer waste (E-Waste) to the State of California list created the biggest impact. The Electronic Recycling Act of 2003 (SB20) codified the collection and processing of E-Waste in Public Resources Code Section 24260 to 42485. The Electronic Recycling Act requires that retailers collect a front-end fee from consumers for each computer monitor, TV, other CRT-related device sold by the retailer. Money collected by retailers is remitted to the Department of Resources Recycling and Recovery (CalRecycle) for disbursement at the rate of \$0.39/lb. The \$0.39/lb disbursement is split between authorized collectors (the City) and recyclers of designated electronic devices (City E-Waste Contractors). The State allocates \$0.16/lb to the authorized collectors and \$0.23/lb to the recyclers. Although the State only allocates \$0.16/lb to authorized collectors, the Bureau negotiated a reimbursement rate of \$0.22/lb through the existing E-Waste contracts. Because CalRecycle has determined the City is an approved collector, the Bureau receives approximately \$250,000 annually, which is used to offset the cost of recycling other E-Waste products such as printers, fax machines and computers, as well as household batteries and fluorescent tubes.

Much like the collection of RSM, the Bureau has created a comprehensive infrastructure to provide residents with safe, convenient and legal means to properly recycle and/or dispose of E-Waste. The Bureau collects E-Waste at temporary mobile and community E-Waste collection events, SAFE Collection Centers and City facilities. The City E-Waste contractor is required to dismantle or shred all E-Waste for recycling or proper disposal, prior to being shipped out of the State. Through this program the Bureau collects an annual average of 3.7 million pounds of E-Waste annually.

To meet the demands of the RSM Program and to ensure that hazardous materials and E-Waste are collected and disposed in compliance with all safety and regulatory requirements, the City requires the resources and expertise provided by EPA certified private contractor(s).

Scope of Services

This RFP is intended only for the RSM Safe Center Program Operation. A separate on-call contract exists for use by other City agencies for their Hazardous Waste Management needs. The selected RSM proposer(s) will be required to operate on a weekly basis, a minimum of six (6) permanent collection centers, and to plan and implement several mobile weekend events for areas with no permanent centers for the term of the contract. This task will include event planning and coordination, the provision of all supplies, materials, equipment, and labor necessary, and collection, management, and proper disposal of all RSM collected at each event. The selected proposer(s) will also develop and implement monthly CESQG collections at permanent sites that will include similar task specifications as the RSM collection events described above.

The selected E-Waste proposer(s) will be required to transport and recycle/dispose E-Waste from SAFE Centers, Refuse Collection Yards and Piper Tech. In addition, the selected proposer(s) shall operate E-Waste only collection events and community events, on Saturdays or Saturdays and Sundays at various locations throughout the CITY. The selected E-Waste proposer shall dismantle the E-Waste to commodity levels, recycle, treat or dispose all that is collected. All E-Waste must be dismantled within the State. No whole units shall be shipped out of California.

The City needs qualified contractor(s) to provide the necessary services for safe, legal, and efficient collection and disposal of these materials.

Requests for Proposals

The Bureau is requesting authorization to release a RFP soliciting proposals from qualified contractors to operate the RSM, CESQG Permanent Collection Sites, and Mobile Collection Event Programs; and E-Waste Transportation and Processing. The proposers may submit proposals for either RSM or E-WASTE or both. Although the proposer may submit proposals for both RSM and E-WASTE, separate proposals and rate schedules are required for each.

The PROPOSER may submit a supplemental proposal and rate schedule to show cost savings offered for award of CONTRACTS for both RSM and E-WASTE.

Rationale for using an RFP

The RFP process is being used instead of the bid process in order to solicit the best available specialized and certified services at the most competitive price. The review committee will evaluate all proposals in order to determine which proposal or combination of proposals will bring the greatest benefit to the City.

Selection Process and Evaluation Criteria

The Bureau will notify the firms listed in Transmittal No. 2 of the availability of the RFP. A Proposal review committee consisting of City staff will evaluate all proposals. The Bureau will then negotiate contracts with the most qualified proposer(s) and return with a recommendation for the Board to review the contract(s) and forward them to the Mayor and City Council for approval.

The criteria to be used for the selection of the proposer(s) are outlined in the RFP with a maximum total of one hundred (100) points weighted in the four (4) categories summarized as

	EVALUATION CRITERIA	POSSIBLE POINTS
1	RECORD OF PAST PERFORMANCE - Experience of the proposer, proposed project manager, technical and key personnel; recommendations received from clients, other jurisdictions and CITY departments; review of files from regulatory agency (agencies).	20
2	TECHNICAL PROPOSAL - Completeness of the proposal in addressing system components and their design and operation and approach relative to the technical requirements set forth in the RFP, including but not limited to: long-term impact on CITY liability; demonstrated strength and experience; demonstration of management knowledge and methods to deliver performance requirements; compliance with Local, State and Federal regulations; demonstrated knowledge, experience, and familiarity with operating household hazardous waste/ (from) RSM, and/or E-Waste collection events in California.	25
3	PROPOSAL PRICE – Proposer shall completed cost tables listed in the RFP for the program operation and disposal/recycling of RSM and or E-Waste. Innovative disposal and operational techniques will be considered during the evaluation of submitted proposals. Any cost savings due to an innovative approach will need to be noted in the proposal.	45
4	WASTE MANAGEMENT - Demonstrated knowledge of all regulations associated with all phases of hazardous waste and/or E-WASTE management including, but not limited to, packaging, transportation and recycling/treatment/disposal.	10
	TOTAL POSSIBLE POINTS	100

follows:

Proposed Term of Contracts

The proposed RSM contract term will be for five (5) years, with two (2) 3-year renewal options. The current contracts with Clean Harbors (Contract No. C-111177) and Philip Services Corporation (C-111178) for RSM management services expired on January 11, 2010. On January 6, 2010, the Board of Public Works approved a month-to-month extension of the existing contracts with Philip Services Corporation (C-111178) and Clean Harbors Environmental Services (C-111177), until a new contract(s) are executed for the RSM Program. This month-to-month extension was necessary to protect public health and safety, and to help ensure the proper disposal of hazardous waste.

The proposed E-Waste contract term will be for five (5) years with two (2) 3-year renewal option. The current contracts with Electronic Recyclers of America, LLC (ERI) (C-111595) and e-Recycling of California (e-Recycling) (C-111596) for E-Waste management expired on May 7, 2010. On May 5, 2010, the Board of Public Works approved a month-to-month extension of the existing contracts with Electronic Recyclers of America, LLC (ERI) (C-111595) and e-Recycling (C-111596), until a new contract(s) are executed for the RSM Program. This month-to-month extension was necessary to protect health and safety and to help ensure the proper disposal of hazardous waste.

Cost Estimate of Contract and Fiscal Impact Statement

The five-year estimated cost of the proposed RSM contract shall not exceed \$25,000,000; in the event of multiple contracts, the sum of the contract ceilings shall not exceed \$30,000,000.

The proposed E-Waste contract is estimated to generate \$250,000 in revenue annually. However, to account for unforeseen changes in the State's SB20 reimbursements, staff anticipates that \$100,000 annually may be needed to properly handle the E-Waste program. The five-year estimated cost of the proposed E-Waste contract shall not exceed \$500,000; in the event of multiple contracts, the sum of the contract ceilings shall not exceed \$800,000.

As a part of the Bureau budgetary process, funding shall be available in Fund 760, Department 50, Account 282. There is no impact to the General Fund.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE/WBE/OBE Subcontractor Outreach Program will be administered in accordance with the Mayor's Executive Directive No. 2001-26. PROPOSALS for Tasks A through C & E, the CITY has established anticipated participation levels of 12% MBE and 4% WBE. PROPOSALS for Task F, the CITY has established anticipated participation levels of 18% MBE and 2% WBE. The anticipated participation levels for Task D are 12% MBE and 4% WBE.

Additionally, there is a potential for as-needed services as it relates to facility maintenance and repairs. The proposers will be required to include these services (as specified in the RFP) in their outreach and submit a Schedule A-1, "List of Potential Subcontractors." This list will consist of pre-qualified subcontractors that the proposer is committed to utilizing if as-needed services are required.

World Wide Web

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

Newspaper/Journal Announcement

Upon authorization from the Board, this RFP will be advertised in at least one widely circulated newspaper. Firms that respond to the notice and public advertisement will be sent the RFP documents.

Compliance with Board Policy

To comply with Board policy, the RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other Standard City Requirements

All proposers will be required to comply with the following City policies and requirements:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Insurance and Performance Bond requirements
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Equal Benefits Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Contract History
- Non-collusion Affidavit
- Business Tax Registration Certificate
- MBE/WBE/OBE Subcontractor Outreach Program
- First Source Hiring Ordinance

Contractor Responsibility Ordinance

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

Contractor Performance Evaluation

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

Notification of Intent to Contract

The required Notification of Intent to Contract was filed on January 16, 2009 with the CAO Clearinghouse.

Charter Section 1022

The Bureau requested a Charter Section 1022 determination from the CAO for these specific services. The CAO issued the 1022 determination report August 26, 2009 and determined that there was an insufficient number of City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the City's needs.

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Contract Administration

Responsibility for the administration and management of these contracts will rest with the Solid Resources Citywide Recycling Division, Bureau of Sanitation.

City Attorney Review

The City Attorney has reviewed this RFP and has approved it as to form.

FUTURE ACTIONS

Upon authorization by the Board, the RFP will be mailed to each of the prospective proposers listed in Transmittal No.2 and advertised in at least one widely circulated newspaper.

A review committee will evaluate all the proposals received then rank and select the most highly qualified proposers. The Bureau will then negotiate personal services contracts with the most qualified proposer(s) to provide the required services stated in the RFP.

Subsequent to the negotiation of the contracts, the Bureau will request the Board for authority to award and execute the contracts.

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


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


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

Prepared by:
N. Wayne Omokawa
(213) 485-3659


**DEPARTMENT OF PUBLIC WORKS
MBE /WBE /OBE SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFQ Title:	Residential Special Materials, Conditionally Exempt Small Quantity Generator, Permanent Collection Sites and Mobile Collection Event Programs
-----------------------	---

Prime Proposer Clean Harbors Environmental Services	Address 880 West Verdulera Street Camarillo, CA 93010
Contact Person Jennifer McLaughlin	Phone/Fax 805-914-1472 / 805-987-8718

LIST OF ALL SUBCONTRACTORS(SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME ,ADDRESS ,TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT.NO	DOLLAR VALUE OF SUBCONTRACT (for 5 year term)
Mindy F. Berman Communications 9367 Globe Ave. Culver City, CA 90230 (310) 915-5947	Public Relations	WBE	97550043 413231717	\$200,000
Pinnacle PO Box 2281 Irwindale, CA 91760 (626) 480-1305	Trash Box / Disposal	OBE		\$550,000
Cruz Containers 2761 S. Lilac Ave Bloomington, CA 92316 (909) 562-0580	Materials	MBE	10043	\$830,000
E&A Pallet Inc 17021 S. Figueroa St Gardena, CA 90248 (626) 480-1305	Materials	MBE	5880	\$30,000
R.J. Safety supply Co. 7320 Convoy Court San Diego, CA 92111 (858) 541-2880	Materials	MBE	16109	\$200,000

PERCENTAGE OF MBE / WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	1,660,000	6.64%
TOTAL WBE AMOUNT	340,000	1.36%
BASE BID AMOUNT	\$25,000,000	



 Signature of Person Completing this Form

Account Manager 3-6-12
 Title Date

**DEPARTMENT OF PUBLIC WORKS
MBE /WBE OBE SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

Prime Proposer Clean Harbors Environmental Services	Address 880 West Verdulera Street Camarillo, CA 93010
Contact Person Jennifer McLaughlin	Phone/Fax 805-914-1472 / 805-987-8718

LIST OF ALL SUBCONTRACTORS(SERVICE PROVIDERS/SUPPLIERS/ETC.				
NAME ,ADDRESS ,TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS/ CITY/MTA CERT.NO	DOLLAR VALUE OF SUBCONTRACT (for 5 year term)
IQ Personnel 8039 Painter Ave. STE. 200 Whittier, CA 90502 562-698-2800	Labor	MBE	10402	\$600,000
Nel's Event Planners 2214 Stoner Ave. Los Angeles, CA 90064 310-477-0031	Catering	OBE		\$100,000
B&G Industrial 1627 W. 130th St. Gardena, CA 90249	Equipment Rental	WBE	CUPA 22566	\$40,000
Total Equipment Rental, Inc 2828 E. Spring Street Long Beach, CA 90806	Equipment Rental	WBE	9LS00093	\$100,000

PERCENTAGE OF MBE / WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	1,660,000	6.64%
TOTAL WBE AMOUNT	340,000	1.36%
BASE BID AMOUNT	\$25,000,000	

Jennifer McLaughlin
Signature of Person Completing this Form

Account Manager 3-6-12
Title Date

TRANSMITTAL 2

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES
(PRIME CONTRACTOR)
FOR
RESIDENTIAL SPECIAL MATERIALS,
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS, AND PERMANENT
COLLECTION SITES PROGRAM

City of Los Angeles
Department of Public Works

Bureau of Sanitation
Solid Resources Citywide Recycling Division

RESIDENTIAL SPECIAL MATERIALS,
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS, AND PERMANENT
COLLECTION SITES PROGRAM

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RESIDENTIAL SPECIAL MATERIALS,
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS, AND PERMANENT
COLLECTION SITES PROGRAM

This AGREEMENT, made and entered into by and between the Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Clean Harbors Environmental Services, Inc." hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting services for operating the CITY'S Residential Special Materials (RSM), permanent facilities, and Conditionally Exempt Small Quantity Generator (CESQG) programs such as collection, identification, segregation, transportation, storage and disposal, and also providing support services such as site selection, permit development, project management, public outreach, and other related activities as directed by the CITY; and

WHEREAS, Pursuant to the provisions of CALIFORNIA PUBLIC RESOURCES CODE, Section 41500, and CALIFORNIA STATE REGULATIONS, specifically Title 14, Section 18751.1, which require the implementation and operation of Household Hazardous Waste (HHW) collection programs; and

WHEREAS, the CITY issued a Request For Proposals (RFP) on August 25, 2010 for Residential Special Materials, Conditionally Exempt Small Quantity Generators, and Permanent Collection Sites Programs; and

WHEREAS, on December 15, 2010, two (2) proposals were received in response to the RFP; and

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

WHEREAS, the CONTRACTOR meets the State of California requirements to operate RSM collection programs and to manage hazardous waste; and

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

WHEREAS, services to be provided by the CONTRACTOR are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, the CITY desires to retain CONTRACTOR to provide the required services; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for operating the CITY's RSM, permanent facilities and CESQG programs such as collection, identification, segregation, transportation, storage and disposal, and also providing support services such as site selection, permit development, project management, public outreach, and other related activities as directed by the CITY, during the course of a eleven (11) year period (five-year contract with two three-year extensions); and

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

**ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word "CONTRACTOR" herein in this CONTRACT includes the party or parties identified in the CONTRACT. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT /

CONTRACT

The written agreement covering the performance of service and the furnishing of labor, materials, supervision and equipment in the performance of the service. The CONTRACT shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

APPLICABLE LAW

All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county,

and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of hazardous waste collection events (HHW and CESQG) and the collection, management, transport, and disposal of hazardous waste or the performance of the CONTRACTOR's and the CITY's respective obligations under this CONTRACT.

APPROVED

FACILITIES LIST

A list of hazardous waste management facilities authorized by the CITY for use by the CONTRACTOR for hazardous waste management under this CONTRACT.

BACK UP

CONTRACTOR

BACK UP CONTRACTOR will be selected under a separate RFP.

BOARD

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

CALRECYCLE

California Department of Resources Recycling and Recovery.

CCR

California Code of Regulations.

CESQG

Conditionally Exempt Small Quantity Generator businesses, businesses which meet the criteria specified in 40 CFR 261.5.

CFR

Code of Federal Regulations.

CITY

The City of Los Angeles, Board of Public Works or its subordinate Bureaus. The term CITY may refer to the

geographic area known as the City of Los Angeles, the City Council, other CITY Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this CONTRACT.

CITY FACILITIES

RECYCLING

PROGRAM

Recycling and Outreach Program for Council-controlled CITY Departments and administered by the BUREAU of Sanitation.

CITY FACILITIES

RECYCLING PROGRAM

MANAGER

The SANITATION's designated representative on all issues pertaining to the collection and recycling of E-WASTE from Council-controlled CITY Departments.

CITY PROGRAM

MANAGER

The CITY's designated representative for all issues related to this CONTRACT, with the exception of Electronics and Computer Waste (e-waste) issues for the CITY FACILITIES RECYCLING PROGRAM.

CONTRACTOR/

CONSULTANT

Clean Harbors Environmental Services, Inc. Also, see PRIME CONTRACTOR.

CONTRACTOR

PROGRAM MANAGER CONTRACTOR's designated representative for all issues related to this CONTRACT.

CONTRACTUAL

SERVICES All services to be provided by the CONTRACTOR under this AGREEMENT.

COST PLUS Items not described in the RATE SCHEDULE that the CITY requests that the CONTRACTOR provide. For these items, the CONTRACTOR will invoice the CITY for the actual cost plus a percentage of the cost. The percentage will be determined as described herein.

COUNTY The County of Los Angeles, Department of Public Works. The term COUNTY may refer to the geographic area known as the County of Los Angeles exclusive of the CITY, the County Board of Supervisors, other departments or agencies of the County of Los Angeles or any employee thereof.

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

DIRECTOR Director of the Bureau of Sanitation

E-WASTE Electronics and computer waste, which includes radios, televisions, computers, photocopying machines, fax machines, oscilloscopes, computing accessories, but not appliances considered WHITE GOODS.

HOT ZONE	Designated area of HHW and CESQG collection event where waste is managed.
HOLIDAYS	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.
MBE/WBE/OBE	Minority/Women/Other Business Enterprise.
PERMIT	Permits, licenses and approvals required by Federal, State, and Local laws and Regulations pertinent to the operations and maintenance of a hazardous waste management facility.
PRIME CONTRACTOR	Clean Harbors will be utilized to perform all the tasks defined in this contract. Also, see CONTRACTOR.
RBRC	Rechargeable Battery Recycling Corporation offers free recycling of re-chargeable batteries to public agencies.
RFP	Request for Proposals that solicited this CONTRACT.
RSM	Residential Special Materials or otherwise known as Household Hazardous Waste; materials as defined by 40 CFR 261.3 and exempted by being defined as household waste in section 40 CFR 261.4 and as defined in Title 22 CCR Section 66261.3 and 66261.4.

SAFE CENTERS

Solvents, Automotive, Flammables, and Electronics Collection Centers are permanent collection centers where residents and businesses may drop off their RSM items, U-WASTE and E-WASTE in various locations around the CITY.

SANITATION

The Bureau of Sanitation of the City of Los Angeles, which is the primary CITY department responsible for administering this CONTRACT.

SHIPPING PAPERS

Legal documents required for the lawful shipment of hazardous waste, including but not be limited to uniform hazardous waste manifests, bills of lading, and Land Disposal Restriction (LDR) forms.

SUBCONTRACTOR

An individual or company having a contract with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.

TSDF

Treatment, Storage, Disposal Facility; a permitted waste management facility as defined by CCR Title 22, Section 66260.10.

UNACCEPTABLE WASTE(S)

Any waste stream that requires special permits, licenses, or procedures for their management, including but not limited to explosives, ammunition, radioactive waste, and medical waste.

UNIT RATE

Prices for items listed on the rate schedules which represent the total cost for disposal of that item.

UNIVERSAL WASTE Waste containing hazardous material that are conditionally exempt from classification as hazardous wastes pursuant to California Code of Regulations, title 22, division 4.5, chapter 11, section 66261.9. Such waste includes, but not limited to: Electronic devices, Batteries, Electric lamps, Mercury-containing equipment, CRTs, CRT glass, and Non-empty aerosol cans.

U-WASTE UNIVERSAL WASTE

WASTE MANAGEMENT All procedures or methods used in handling RSM including collection, classification, segregation, packing, transport, storage, and disposal such as recycling, fuel blending, treatment, incineration, and land-filling.

WORK WEEK The operating week consists of five days of operation at the SAFE CENTERS which, typically begins on Thursdays and ends on Mondays.

WHITE GOODS Freezers, refrigerators, air conditioners, and other appliances containing refrigerants.

ARTICLE 3 – PROJECT DESCRIPTION

The CITY has operated the Residential Special Materials (RSM) Management Program to help residents of the CITY and COUNTY and small businesses dispose of household chemicals in a safe and environmentally responsible manner. The RSM management Program offers residents several means to dispose of their household chemicals. First, the CITY operates various permanent collection centers, known as SAFE CENTERS, where residents may drop off their household chemicals two (2) to three (3) days per

week throughout the year. Second, the CITY operates several mobile Used Oil or RSM collection events in locations that are not in close proximity to a SAFE CENTER. The CITY also offers an at-the-door pickup service for the elderly and handicapped residents who may not be able to drop off their RSM waste at either a SAFE CENTER or a RSM collection event. The CONTRACTOR shall operate collection events and the SAFE CENTERS for the CITY including event mobilization, event staffing, waste management, event demobilization, preparation of shipping documents and reports, and other related services such as site selection, permit development, project management, and training. The CONTRACTOR shall be responsible for managing all wastes (including UNACCEPTABLE WASTE) received at events in accordance with all APPLICABLE LAWS.

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

During the term of this CONTRACT, the CITY may evaluate other types of RSM collection programs. The CITY, may implement other related programs through this CONTRACT.

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

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

The CONTRACTOR is the PRIME CONTRACTOR assigned to perform the tasks as described in Article 4. The CITY PROGRAM MANAGER may elect to utilize the BACK UP CONTRACTOR for any of the following reasons: the PRIME CONTRACTOR is not available, not able to perform required tasks, failed to meet its responsibilities as stated

in ARTICLE 4, to protect the best interest of the CITY, or the CITY PROGRAM MANAGER may also utilize, on a limited basis, the BACK UP CONTRACTOR to familiarize them with the CITY'S operational need for any or all of the following tasks.

4.1 TASK A – SAFE COLLECTION CENTERS

4.1.1 MOBILIZATION AND SETUP

The CONTRACTOR shall be responsible for mobilization, de-mobilization and setup of SAFE CENTERS. A setup/mobilization fee shall be charged for each operating week at each SAFE CENTER. A "Mobilization Trip Charge" does include labor required to set-up SAFE CENTERS prior to daily collection hours or labor required to clean-up the SAFE CENTERS following daily collection hours. An operating week includes five (5) days of operations at each SAFE CENTER, including bulking and maintenance operations. If the SAFE CENTERS are opened for more than five (5) operating days, then an additional mobilization fee shall be billed to the CITY. Additional days of operations must be authorized by the CITY PROGRAM MANAGER or designee. All mobilization and set-up charges shall be billed to the CITY as specified in Article 10.1.1.

4.1.1.1 Setup of the SAFE CENTERS include, but is not limited to the following labor and non-capital expenditures:

- i. A 10-mil thick polyethylene sheeting or equivalent shall be laid down over the entire area where wastes will be managed. The sheeting shall be taped down or otherwise secured to the surface below. A double layer of polyethylene sheeting, or equivalent, covered by a non-skid layer of plywood or other such material shall be laid down and secured in the areas where liquids will be bulked and shall extend four (4) feet beyond the bulking area. The

CONTRACTOR shall replace the polyethylene sheeting in the "hot zone" every week. However, if tears are present in the sheeting, the CONTRACTOR must replace the sheeting immediately to prevent contamination of groundwater and surrounding environment.

- ii. A layer of polyethylene sheeting or equivalent shall be placed under each roll-off box. The sheeting shall extend four (4) feet beyond each side of the roll-off box. Each box shall be lined with polyethylene sheeting or equivalent to minimize contamination and leaks.
- iii. All tables and other work surfaces shall be covered with polyethylene sheeting or equivalent of sufficient thickness to maintain integrity throughout the period of operations.
- iv. All supplies and equipment shall be staged in the "hot zone" before the commencement of collection activities.
- v. The CONTRACTOR shall ensure that all directional and informational signs, traffic cones, and other traffic control devices to establish required traffic lane(s) required for the operation are in place before operations begin.
- vi. Support areas for breaks, equipment storage, and paperwork preparation shall be established as required. Liquid refreshments and meals shall be provided to SAFE CENTER staff to maintain employee health and safety and efficient SAFE CENTER operations.

- vii. Canopies shall be provided where wastes are managed and to cover the areas when there is no roof.
- viii. All waste and supplies shall be stored away into the proper storage lockers at the end of each operating day by CONTRACTOR. The CONTRACTOR staff shall perform all housekeeping activities as described in Article 4.1.10.
- ix. Reasonable and adequate safety supplies shall be supplied by the CONTRACTOR, which include but are not limited to appropriate personal protective equipment such as respirators, decontamination supplies, and adequate water for on-site decontamination.
- x. All labor costs to perform the activities described in Article 4.1.1.1, Items i through ix.
- xi. All trucks, required to load waste onto transport vehicles, and transport to disposal facilities; and

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

4.1.2 STAFFING

The CONTRACTOR shall staff and operate the CITY's SAFE CENTERS with regular, full-time, experienced, qualified personnel to provide the services set forth in section 4.1.3. CONTRACTOR staff provided shall be the number, type, and duration of labor agreed

upon by the CITY PROGRAM MANAGER or designee. CITY staff will provide department liaison/contractor management, review and sign manifests, review and approve the CONTRACTOR's billings, and act as emergency incident liaison/contact and as a CITY representative.

CONTRACTOR staff will be required to conduct regular and periodic surveys of SAFE CENTER customers to determine customer satisfaction, advertising effectiveness, and scope of usage. The CONTRACTOR and CITY PROGRAM MANAGER or designee will mutually agree upon survey formats and forms, the number and frequency of surveys, and the method of surveying customers. Survey forms will be printed at the CONTRACTOR's expense.

The CONTRACTOR's personnel must be trained according to the California Occupational Safety and Health Act (Cal-OSHA) requirements (CCR Title 8) in the safe and proper handling of hazardous wastes, and must be capable of emergency response and clean-up of hazardous materials spills and containing and securing wastes during inclement weather and disasters.

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

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

4.1.3 DISPOSAL/TREATMENT SERVICES

The CONTRACTOR shall provide on-site technical staff who are properly trained to

collect, sort, weigh, inventory, package, manifest, transport, and provide for the treatment, disposal, recycling and reuse of all RSM and CESQG wastes. The CONTRACTOR shall perform these services on scheduled days and times and on an as-needed basis. These services will include but are not limited to receiving, sorting, categorizing, performing sampling and analysis as needed, packaging, bulking, labeling, marking, manifesting, transporting, and disposing of hazardous wastes generated by residents and CESQGs on behalf of the CITY. In addition, the CONTRACTOR must be able to respond, contain, clean up, and remove emergency hazardous waste spills occurring at the facilities when notified.

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

The CONTRACTOR'S performance of services herein will be in accordance with and to the satisfaction of the CITY; California Code of Regulations, Title 8 (Cal-OSHA), Titles 22 (Division 4 and 4.5) and 26 (Toxics); California Health and Safety Code, Chapter 6.5; Code of Federal Regulations, Titles 29 (OSHA), 40 (Environmental Protection) and 49 (Transportation); California Department of Toxic Substances Control requirements; and any other pertinent and relevant federal, state, and local codes and regulations. The CONTRACTOR is required to be aware of current costs as well as acceptance and analytical requirements for disposal of RSM at approved, EPA-permitted disposal facilities prior to packaging and transporting of waste.

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

The CONTRACTOR shall not package any materials that can be managed as non-hazardous waste and disposed of into the regular trash. The CONTRACTOR shall use reconditioned drums for containerization of hazardous waste whenever permissible. The CONTRACTOR shall replace drums used for storage of bulk antifreeze and waste oil

with new drums a minimum of every ninety (90) days at all SAFE CENTERS. Each time a drum is replaced, the CONTRACTOR shall identify the new drum by marking it with the date the replacement was made.

4.1.4 VEHICLE QUEUING

Traffic lanes shall be established to provide for the safe and efficient flow of traffic through the SAFE CENTERS. Unloading stations shall be numbered, and the numbering shall be visible to incoming traffic. Each participant shall be greeted by a CONTRACTOR-supplied clerical person. Each participant's information shall be recorded at the site by the clerical staff.

4.1.5 VEHICLE UNLOADING

The CONTRACTOR shall provide appropriately trained staff to unload vehicles. The unloading staff shall be responsible for inspecting incoming loads for unacceptable materials (e.g. explosives; radioactive, or medical/bio-hazardous waste), materials which are not legally hazardous, and unknown materials before the vehicle leaves the site. Unacceptable materials shall only be returned to the participant if it can be done without creating a hazard to the participant and/or the public at large. All unknown materials should be identified by the participant. The CONTRACTOR is responsible for all damage to and property missing from participants' vehicles through the act of unloading the vehicle.

4.1.6 WASTE SEGREGATION AND MANAGEMENT

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

4.1.7 WASTE BULKING

The CONTRACTOR shall bulk materials on site as requested by the CITY. Typically, antifreeze, motor oil, oil-based paint, reclaimable latex paint, non-reclaimable latex

paint, and latex paint sludge are bulked on site. In addition, the CONTRACTOR shall use a drum crusher in order to consolidate waste streams, such as oil-based paint and latex paint. The CONTRACTOR shall utilize the crushers provided by the CITY. The CITY shall be responsible for any costs to repair or maintain the drum crushers. Materials shall be bulked according to the requirements of the disposal facility and/or as specified by the CITY. The CONTRACTOR is responsible for all costs associated with the management of contaminated, bulked materials when the contamination is the result of the CONTRACTOR failing to test the waste for the presence of contamination and/or failing to follow established procedures to prevent the waste from becoming contaminated.

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

A bulking crew shall consist of one lead bulking technician to act in a supervisory capacity over bulking crew and at least three (3) bulking technicians. Additional bulking technicians may be added as volume of work necessitates. The CONTRACTOR shall ensure that bulking activities are performed to ensure maximum cost efficiency to the CITY, while adhering to all safety and environmental guidelines. For instance, if an adequate quantity waste was not accepted for bulking within a given week of operations, then the CONTRACTOR shall not perform bulking operations until an adequate quantity waste is available for such activity.

4.1.8 PROVIDING MATERIALS/EQUIPMENT

The CONTRACTOR shall provide and shall be responsible for all costs associated with necessary non-capital materials required for proper separation, containerization, handling, storage, transportation, and disposal of collected materials as described in Exhibit H. The CONTRACTOR shall provide and shall be responsible for all costs associated with providing an adequate number of containers, packaging materials, and absorbent for various SAFE CENTER activities. The CONTRACTOR shall provide

personal protective equipment, supplies, and administrative materials which include but are not limited to protective clothing, goggles, respirators, tools, supplies, and any other materials/supplies, forms, manifests, labels, markings, placards, and equipment required to conduct hazardous materials-related activities (Standard Services) at all SAFE CENTERS.

4.1.9 TESTING OF SECONDARY CONTAINMENT

The CONTRACTOR shall test the secondary spill containment reservoirs of the pallets and storage module buildings at each SAFE CENTER every six (6) months. Inspections shall include filling each reservoir with water to ensure no leaks are evident, then removing and properly containing the water and determining proper disposal. Additionally, CONTRACTOR staff shall complete Inspection Reports and submit required forms to the CITY PROGRAM MANAGER or designee upon completion of the inspections. If leaks in containment reservoirs are found, CONTRACTOR staff shall immediately contact the CITY PROGRAM MANAGER or designee to arrange for replacement or repair of the pallets.

4.1.10 HOUSEKEEPING

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

All food and drinks must only be stored and consumed in the office area or outside the SAFE CENTER fence, and smoking is not permitted in or near SAFE CENTERS.

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

4.1.11 DISASTER OCCURRENCE

The CONTRACTOR shall provide all labor, materials, and supplies necessary to properly fasten, restrain, and secure all hazardous wastes for the occurrence of inclement weather as well as a major earthquake or natural or unnatural disaster. The CONTRACTOR shall have available on-site supplies for containment of incidental and large spills.

4.1.12 RESPONSE TIME

The CONTRACTOR shall respond to emergency service requests/hazardous waste spills and arrive on-site within three (3) hours after initial contact from the CITY PROGRAM MANAGER or designee. This also pertains to emergency response in the event of a major earthquake or natural or unnatural disasters. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties that in providing emergency response services pursuant to this subsection, the CONTRACTOR shall retain such exemptions or limitations from liability ("Responder Immunity") provided under the Federal Water Pollution Control Act, as amended (FWPCA) 33 U.S.C.A. 1251 et seq., the Oil Pollution Act of 1990, as amended (OPA-90) 33 U.S.C.A. 2701 et seq., and any other applicable Federal, state or local law, regulation or ordinance which provides such responder immunity. There shall be no such immunity in the event the CONTRACTOR is grossly negligent or engages in willful misconduct. For purposes of this indemnity, "gross negligence" shall not be deemed to include (a) CONTRACTOR's lack of available equipment or personnel, (b) failure of CONTRACTOR's equipment, (c) acts performed by the CONTRACTOR at the direction of the U.S. Coast Guard or other governmental

authority, or (d) acts performed by the CONTRACTOR at the direction of the Owner or Owner's other contractors.

The CONTRACTOR shall respond within three (3) weeks of receiving the CITY's service request to process all unknown materials. The three-week response time shall include sampling and hazardous categorization of the unknown material(s) and may require packaging and disposal.

The CONTRACTOR shall respond within three (3) weeks of receiving the CITY's service request to remove and dispose of pressurized gas cylinders, low-level radioactive waste, medical waste, or other hazardous wastes not regularly received or managed at the SAFE CENTERS. The three-week response time shall include sampling, hazardous categorization, laboratory analysis, packaging and, if necessary, disposal.

4.1.13 MANIFESTING

The CONTRACTOR shall efficiently and correctly manifest materials that will comply with and satisfy requirements of: the California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the California Department of Toxic Substance Control; the U.S. EPA permitted disposal facility's requirements for receiving the materials; and the CITY. Manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review drum markings, labels, and manifests prior to signing manifests and shipping waste.

4.1.14 WORK ORDERS

The CONTRACTOR shall complete a CITY-approved work order form on a weekly basis for each SAFE CENTER. Work order forms must specify, but are not limited to, services performed, record of staff-hours worked, transportation and disposal costs, and materials utilized. Completed work order forms must be reviewed and approved by the

CITY PROGRAM MANAGER or designee.

4.1.15 PUBLIC ACCESS/DAYS AND HOURS

Public access and use of the SAFE CENTERS are provided depending on SAFE CENTER operating schedule, but are generally open on Saturdays and Sundays from 9:00 A.M. to 3:00 P.M., the UCLA SAFE CENTER operating schedule is Thursday, Friday and Saturday from 9:00 AM to 3:00 PM. The CESQG Program will operate from 8:00 A.M. to 4:00 P.M. on an appointment basis on days to be determined. The CITY reserves the right to increase or decrease the number of SAFE CENTERS, SAFE CENTER operating hours and days, which may include closure, change of hours, and/or determining and setting conditions or limitations on operating days and hours. The CITY shall provide reasonable advance notice to the CONTRACTOR in the event of any change in public access to the SAFE CENTERS.

4.1.16 FACILITY CLOSURE

4.1.16.1 HOLIDAYS AND WEATHER

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

All SAFE CENTERS will close on rainy days only when weather is such that conditions are unsafe enough to cause a potential offsite release should a spill occur or when the ground becomes so wet that a slip, fall, or trip hazard is present.

One Lead Technician shall report to the SAFE CENTERS and can be on the premises during normal hours of operation regardless of SAFE CENTER closure due to rain. Lead Technicians shall ensure there are no illegal drop-offs, perform paperwork, and do site clean-up work as necessary.

If the SAFE CENTERS are closed or are contemplating closure due to rain, the CONTRACTOR shall notify and/or obtain approval from the CITY PROJECT MANAGER or designee.

4.1.16.2 GENERAL CONDITIONS

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

4.2 TASK B -- RESIDENTIAL SPECIAL MATERIALS COLLECTION EVENTS

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

4.2.1 EVENT MOBILIZATION

Each collection event will be mobilized on the day before the commencement of operations, or as otherwise specified by the CITY. Before mobilization, the CITY and the CONTRACTOR shall mutually agree upon the set-up size for the event. Each set-up shall include adequate supplies and equipment to serve the estimated number of participants per day (i.e. 100, 200, etc.) plus seventy-five (75). Therefore, an estimated 100 participant per day set-up shall be capable of serving up to 175 participants per day. Estimates of event size are based upon participation at prior events held in the same area. These estimates shall not serve as a guarantee of a minimum or maximum number of participants and/or quantities of waste to be received at a given collection event. The UNIT RATE for mobilization listed on the RATE SCHEDULE shall include but not be limited to all necessary equipment, safety supplies, food, beverages, forklifts, portable lavatories, portable sinks, tents, canopies, cones, delineators, tables, plastic sheeting, etc., required to mobilize, operate and demobilize a collection event.

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

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

- i.** A 10-mil thick polyethylene sheeting or equivalent shall be laid down over the entire area where wastes will be managed. The sheeting shall be taped down or otherwise secured to the surface below. A double layer of polyethylene sheeting, or equivalent, covered by a non-skid layer of plywood or other such material shall be laid down and secured in the areas where liquids will be bulked and shall extend four feet beyond the bulking area.
- ii.** A layer of polyethylene sheeting or equivalent shall be placed under each roll-off box. The sheeting shall extend four feet beyond each side of the roll-off box. Each box shall be lined with polyethylene sheeting or equivalent to minimize contamination and leaks.
- iii.** All tables and other work surfaces shall be covered with polyethylene sheeting or equivalent of sufficient thickness to maintain integrity throughout the period of operations.
- iv.** All supplies and equipment shall be staged in the "hot zone" before the commencement of collection activities.
- v.** The CONTRACTOR shall provide all directional and

informational signs, traffic cones, and other traffic control devices to establish a single traffic lane adjacent to the unloading area. All signs shall be constructed and printed as specified by the CITY.

- vi.** Support areas for breaks, equipment storage, and paperwork preparation shall be established as required. Liquid refreshments and meals shall be provided to event staff to maintain employee health and safety and efficient event operations.
- vii.** Canopies shall be provided to cover the areas where wastes are managed.
- viii.** Site mobilizations shall be done with minimal affect to the property. For example, tent spikes shall not be allowed to secure canopies to the ground.
- ix.** Reasonable and adequate safety supplies shall be supplied by the CONTRACTOR. This shall include but is not limited to: appropriate personal protective equipment (including respirators), decontamination supplies, and adequate water for on-site decontamination.

4.2.2 EVENT DEMOBILIZATION

The collection event shall be demobilized at the end of each week of operation. All wastes shall be transported to the appropriate waste management facility after each week of operation. No waste shall remain on-site after the cessation of operations for the week. The CONTRACTOR, at their sole expense, shall restore the site to the condition it was in before the collection event. All stains shall be removed and/or

covered with the appropriate sealer, all holes shall be patched, and the area shall be thoroughly cleaned of all debris. All damaged foliage shall be repaired or replaced. Demobilization charges are included in the Mobilization fee.

4.2.3 VEHICLE QUEUING

Traffic lanes shall be established to provide for the safe and efficient flow of traffic through the collection event. Unloading stations shall be numbered, and the numbering shall be visible to incoming traffic. Each participant shall be greeted by a CONTRACTOR-supplied clerical person.

4.2.4 VEHICLE UNLOADING

The CONTRACTOR shall provide appropriately trained staff to unload vehicles. The unloading staff shall be responsible for inspecting the incoming loads for unacceptable materials (i.e. explosive, radioactive, or medical/bio-hazardous waste), materials that are not legally hazardous, and unknown materials before the vehicle leaves the site. Unacceptable materials shall only be returned to the participant if it can be done without creating a hazard to the participant and/or the public at large. All unknown materials should be identified by the participant. The CONTRACTOR is responsible for all damages to and property missing from participants' vehicles through the act of unloading the vehicle.

4.2.5 WASTE SEGREGATION AND MANAGEMENT

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

4.2.6 WASTE BULKING

The CONTRACTOR shall bulk materials on site as requested by the CITY. Antifreeze, motor oil, flammable liquids, reclaimable latex paint, non-reclaimable latex paint, and

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

4.2.7 WASTE CONSOLIDATION

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

Any waste transported from a mobile collection event to a SAFE CENTER will not be invoiced or reported on the Form 303 under the mobile collection event. Only waste that is manifested directly to a TSDF for immediate disposal will be invoiced and reported on the Form 303. The CONTRACTOR will provide the CITY with copies of all shipping papers, including manifests used to transport waste from a mobile collection event site to a SAFE CENTER. A handling fee known as SAFE CENTER TRANSPORT FEE as described in Article 10.1.1a shall be charged for transport of waste from mobile collection event site to the SAFE CENTERS.

4.2.8 INVENTORY/LAB PACK

Inventory/lab pack area shall be covered with a canopy when weather conditions warrant, such as extreme heat or chance of rain. All hazardous wastes shall be

packaged for transport in accordance with USDOT requirements. All waste packages shall be labeled in accordance with applicable State and Federal regulations.

4.2.9 DECONTAMINATION AREA

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

4.2.10 BREAK AREA

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

4.2.11 SECURITY

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

4.3 TASK C -- CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) COLLECTION PROGRAM

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

The CONTRACTOR shall staff and operate a fee-for-service CESQG Program that will be implemented at the collection centers and events for qualified small businesses, non-profit organizations, churches, schools, and local jurisdictions to dispose of hazardous waste. The CESQG Program will operate on an appointment basis from 8:00 A.M. to 4:00 P.M. on days to be determined. Appointments shall be scheduled at 15-minute intervals.

The CONTRACTOR shall be responsible for collecting, categorizing, packaging on site, and then transporting the CESQG waste to a designated SAFE CENTER or ten-day storage facility approved for accepting CESQG hazardous waste for processing, recycling, reuse and/or disposal. The CONTRACTOR may also be required to provide to the CITY a CESQG price list, a schedule of CESQG appointments, and a report of monies collected. The CONTRACTOR shall ensure that CESQG waste is not co-mingled with residential waste.

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

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

The CONTRACTOR shall provide all personnel, equipment, supplies and services to operate the CESQG Collection Programs on behalf of the City. It will service the hazardous waste collection program to serve CESQGs as defined in Section 261.5 of Title 40 of the Code of Federal Regulations. CESQG collection events shall be operated either in coordination with RSM collection events (during the same weekend, perhaps, but held as separate events on different days) or as stand-alone collection events. The

CONTRACTOR shall provide all labor and materials for collection, proper identification, segregation, packaging, storage, and transport for treatment, recycling, reuse, or disposal.

4.4 TASK D—PROGRAM INFRASTRUCTURE SUPPORT

4.4.1 TECHNICAL ASSISTANCE

The CITY expects from time-to-time to have need for technical assistance. While the CITY has highly competent staff with experience in many of these areas, the CITY seeks to augment existing capabilities, and draw upon the resources of outside consulting services on an as-needed basis. The CITY shall assign specific projects to the CONTRACTOR through the issuance of Task Directives. Task Directives could include, but are not limited to, providing those services listed below:

1. Environmental Services – The CONTRACTOR shall provide consulting services with respect to compliance with Federal, State and Local environmental laws and regulations, including those related to the Clean Air Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Comprehensive Environmental Response; Compensation and Liability Act; and involve such regulatory agencies such as the United States Environmental Protection Agency, the California State Environmental Protection Agency, and other federal, state and local environmental agencies.

2. Public Education - The CONTRACTOR shall assist the CITY in securing expert advice or technical assistance that will be established within existing and ongoing programs within the Solid Resources Citywide Recycling Division, Bureau of Sanitation, and in order to identify and develop coordinated and cost effective education outreach and promotion efforts.

3. Engineering Services – The CONTRACTOR shall facilitate the CITY professional and technical design, engineering and project development services to support the development and construction of the RSM program’s infrastructure.

The CONTRACTOR shall utilize the percentage as stated in Article 10.1.8 (miscellaneous) as the percentage fee of the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects. The cost ceiling for Technical Assistance activities related to Task D is set at \$100,000 per year.

4.4.2 FACILITY MAINTENANCE AND REPAIR

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

The CONTRACTOR responsibilities shall include but not necessarily be limited to the following:

1. Facility Maintenance and Repair, including but are not limited to:
 - a. Lighting Systems
 - b. Pest Management
 - c. Electrical Switchgear and Electrical Systems
 - d. Landscaping, tree maintenance, and maintaining walkways.
 - e. Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than \$5,000
 - f. Fire alarm and Fire Suppression Systems

- g. Janitorial Cleaning
- h. Plumbing
- i. Maintain grounds and parking lot
- j. Provide operational and Preventative Maintenance plans
- k. HVAC
- l. Window Cleaning
- m. Security (at the CITY'S direction)
- n. Painting

2. With the prior written consent of the CITY, negotiating and reviewing contracts to be entered into by the CONTRACTOR for capital repairs and improvements to a facility and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts. Engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the SAFE CENTER.

3. Perform such other facility management tasks for program's facilities as may be mutually agreed upon.

4. Ensuring that maintenance and repairs are performed by trained technicians and observing that such maintenance and repairs shall not interfere with the operations of the site.

The CONTRACTOR shall utilize the percentage as stated in Article 10.1.8 (miscellaneous) as the percentage fee of the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects. The cost ceiling for facility Maintenance and Repair activities related to Task D is set at \$200,000 per year.

4.5 TASK E--SPECIAL SERVICES

4.5.1 AT-THE-DOOR PICKUP - RSM OF DISABLED AND ELDERLY RESIDENTS

Disabled and elderly residents may have barriers preventing them from utilizing the SAFE CENTERS or the mobile collection events; therefore, an "at-the-door pickup" of residential special materials may be implemented to increase program accessibility and participation. If implemented, the CONTRACTOR would be expected to provide staff, supplies, materials, equipment, and transportation to pick up RSM from residents' homes and transport it to the closest SAFE CENTER.

"At-the-door" pickup consists of the CONTRACTOR picking up RSM at the customer's place of residence, categorizing and packaging the material on site, completing necessary documentation, and then transporting the material to the SAFE CENTER for processing, recycling, reuse, and/or disposal.

The CONTRACTOR shall be required to staff and operate this proposed program in accordance with all applicable Local, County, State and Federal statutes, regulations, and ordinances. The CITY will not assign staff to this proposed program other than in a coordination liaison capacity (i.e. screening requestors and setting appointments).

The CITY requires the CONTRACTOR to obtain all required permits and CITY/COUNTY/State approvals. Additionally, the CITY requires the CONTRACTOR to collect specific information about participants, types, and quantities of RSM collected and to prepare various reports as required by law and/or the CITY.

The CITY will obtain environmental documentation and approvals needed to conduct this program.

4.5.2 COLLECTION OF SHARPS

The CITY maintains a number of Sharps (examples: needles and lancets) collection points located throughout the CITY. The CONTRACTOR is responsible for the collection, transportation and proper disposal of Sharps from these collection points as requested

by the CITY. The CONTRACTOR shall collect and transport Sharps within five (5) calendar days of the CITY's request. The CONTRACTOR shall be reimbursed in accordance with Article 10.

4.5.3 ROUTINE AND EMERGENCY SERVICES FOR SANITATION

The CITY maintains a number of SANITATION facilities that generate Hazardous Waste. The CITY maintains separate contracts to collect this waste. The response time shall be within five (5) business days from the date requested. The CITY shall assign specific needs to the CONTRACTOR through the issuance of Task Directives.

The CITY maintains separate contracts to provide emergency services, including but not limited to, pick-up of abandoned used oil, oil spills and other hazardous waste spills occurring during SANITATION operations. However, the CITY PROGRAM MANAGER may request the CONTRACTOR to provide these services. Response time shall be within three (3) hours of the issuance of the request.

4.6 ELECTRONIC WASTE COLLECTION AND RECYCLING

4.6.1 E-WASTE COLLECTION

The CITY maintains separate contracts for the transportation of E-WASTE from SAFE CENTERS and RSM mobile collection events and for the recycling of E-WASTE. The CONTRACTOR shall unload, sort and prepare for transportation of all E-WASTE as described in the articles 4.1, 4.2 and 4.3. It is the goal of the CITY to have cost efficient operation of its WASTE MANAGEMENT program. The CONTRACTOR shall enter into a co-operative arrangement with the CITY's E-WASTE contractor to avoid any conflict in the operation of the CITY's WASTE MANAGEMENT program and loss of efficiency including cost.

4.6.2 EMERGENCY CONTRACTOR FOR E-WASTE RECYCLING

The CONTRACTOR shall serve as the emergency CONTRACTOR for the CITY's E-WASTE Collection and Recycling Program. If requested by the CITY, the CONTRACTOR shall be responsible for operational aspects described in this article with respect to this Program. The following components constitute the CITY's E-WASTE Program:

- 1) E-Waste Collection events, either single events or combined events with the RSM Program;
- 2) E-Waste Collected through the SAFE CENTERS;
- 3) Door to Door pickups of E-WASTE requested by the CITY;
- 4) Pickups of E-WASTE through the CITY FACILITIES RECYCLING PROGRAM.

If asked to serve as the emergency CONTRACTOR of the CITY's E-WASTE Program, the CONTRACTOR shall be responsible for providing all personnel, equipment, supplies, and services to operate the E-WASTE Collection Programs on behalf of the CITY or providing payment to the CITY's current E-WASTE contractor. The CONTRACTOR shall provide all labor and materials for collection, proper identification, segregation, packaging, storage, and transport for recycling or disposal. The CONTRACTOR shall ensure all collected E-WASTE is dismantled to commodity level, within the State of California, for the purpose of recycling. The CONTRACTOR shall ensure that no whole units are shipped out of the State. The cost for these services shall be as stated in Article 10.

4.6.2.1 MANAGEMENT AND RECORD-KEEPING OF E-WASTE

The CONTRACTOR shall guarantee the management of all E-WASTE generated through the various components of the CITY's E-WASTE Program, including Collection Events, SAFE CENTERS, and door-to-door pickup through the CITY FACILITIES RECYCLING PROGRAM. The CONTRACTOR shall ensure compliance with all Federal, State, and Local laws and regulations in the management and documentation of E-WASTE collected through the CITY's E-WASTE Program.

The CONTRACTOR shall maintain complete and accurate records of the quantity and profile of E-WASTE collected through the CITY's E-WASTE Program. In addition, the CONTRACTOR shall comply with all provisions of the Department of Toxic Substances Emergency Regulations R 01-06, which set forth specific regulations pertaining to the management of cathode ray tubes and their derived by-products. The CONTRACTOR shall meet all record-keeping requirements as described in R-01-06 with respect to cathode ray tubes and their derived by-products. In addition, the CONTRACTOR shall also maintain records with respect to all costs incurred under this AGREEMENT for E-WASTE Program. Maintenance of such records does not imply reimbursement by the CITY, but shall be kept for informational and program planning purposes.

4.6.2.2 E-WASTE MANAGEMENT REPORTING

All E-WASTE Waste Management Reports, Form 303-E, shall be in a format as approved by the CITY. The following is a list of the requirements for each component of the CITY's E-WASTE Program:

- a) The CONTRACTOR shall submit Form 303-E for each E-WASTE Collection Event to the CITY PROGRAM MANAGER;
- b) The CONTRACTOR shall submit Form 303-E for E-WASTE collected at each SAFE CENTER on a monthly basis to the CITY PROGRAM MANAGER;
- c) The CONTRACTOR shall submit Form 303-E of all door-to-door E-WASTE pickups on a monthly basis to the CITY PROGRAM MANAGER;
- d) The CONTRACTOR shall submit Form 303-E for all E-WASTE collected through the CITY FACILITIES RECYCLING PROGRAM to the PROJECT MANAGER on a monthly basis.

4.7 REGULATORY COMPLIANCE

The CONTRACTOR shall perform all activities described in this document in accordance with all applicable Federal, State, and Local laws and regulations. The CONTRACTOR shall comply to Titles 40 and 49 of the Code of Federal Regulations; Title 8, Division 1,

Chapter 4, Subchapter 7, Section 5192 of the California Code of Regulations; and Chapter 6.5 of Division 20 of the California Health and Safety Code. The CITY shall provide the CONTRACTOR with copies of all permits and/or variances issued by the California Department of Toxic Substances Control upon issuance. The CONTRACTOR shall comply with all terms and conditions of such issued variances and permits.

The CONTRACTOR shall develop a General Operations Plan (see Article 4.6.1 below) applicable to all collection sites. The CONTRACTOR shall submit the plan to the CITY for approval 30 days after the execution of the CONTRACT.

4.7.1 REGULATORY COMPLIANCE DOCUMENTS

The CONTRACTOR shall provide the following documents in accordance with Title 8 of CCR 5192 (q):

- i.** Health and Safety Plan
- ii.** Hazard Communication Plan
- iii.** Medical Surveillance Program
- iv.** Decontamination Plan
- v.** Waste Sort and Segregation or Material Handling Plan
- vi.** Training Program
- vii.** Emergency Response Plan

All the aforementioned documents shall be included in the Operations Plan, and they shall be prepared in such a manner that the collection site-specific information can be easily added upon confirmation of a particular site. The CONTRACTOR shall maintain the above documents and ensure that one set of complete and accurate documents are on-site at all times. The CONTRACTOR shall ensure that the CITY has two (2) sets of complete and accurate documents on hand at all times. The CONTRACTOR shall prepare the following reports in hard copy and electronic format at no additional cost to the CITY. The CITY may request changes to the reports in writing at any time. Failure

to submit reports by the specified deadlines will result in CITY assessing damages as specified in Article 14.6.

4.7.2 INVENTORY SHEETS AND WEEKLY MANIFEST SUMMARY REPORTS

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

4.7.3 CALRECYCLE FORM 303

The CONTRACTOR shall prepare and submit a completed CALRECYCLE Form 303 in hard copy and electronic format to the CITY 14 days after each collection event. Before August 15 of each year, the CONTRACTOR shall prepare a Form 303 summary based upon the format set forth by the CALRECYCLE, which shall contain information for all events conducted during the prior fiscal year (i.e., July 1 through June 30).

4.7.4 WASTE MANAGEMENT REPORTS

The CONTRACTOR shall prepare a Waste Management Report in hard copy and electronic format on a quarterly basis. The due date for each quarterly report shall be April 30 for the first quarter, July 31 for the second quarter, October 31 for the third quarter, and January 31 for the fourth quarter. This report shall be in tabular form and contain information contained on the CALRECYCLE Form 303. The CITY's hazardous waste shall be tracked in these reports until the waste has reached the final ultimate management facility and a final certificate of destruction, reuse or recycling has been transmitted to the CITY.

4.8 FUTURE SAFE CENTERS

The CONTRACTOR shall provide technical expertise, staffing, and/or consulting

assistance in the planning and establishment of any proposed SAFE CENTER as directed by CITY.

4.9 EXTENSION OF SCOPE OF SERVICES

The scope of services shall extend to the tasks and duties required to perform the work specified in Articles 3, 4 and elsewhere within this CONTRACT. The CONTRACTOR shall provide support for new programs resulting from changes in regulations, changes in the CITY's methods of waste management, and changes in the materials the CITY decides to manage differently.

4.10 WASTE MANAGEMENT

The CONTRACTOR shall guarantee the management of all hazardous and non-hazardous wastes collected through the RSM Program. Although CITY advertises to the public that explosives, radioactive wastes, and medical wastes are not accepted at the RSM collection events and SAFE CENTERS, these materials and other waste, which are not common to households, do sometimes appear at the collection sites. Such waste will be returned to the participant only if it can be done without endangering the public safety. Consequently, the CONTRACTOR must be able to manage such waste and shall invoice the CITY on a cost plus ten (10) percent basis. In the event that a waste management facility rejects such and/or other waste originating from the CITY's RSM Program, the CONTRACTOR shall be fully responsible for managing such waste at another approved facility. The CITY shall not accept custody of any rejected wastes.

Waste management shall include identification and classification of waste; packaging waste in the appropriate USDOT-approved shipping containers; preparation of all required shipping papers and waste profiles; transportation of waste to an appropriate facility; providing a 24-hour emergency contact number; and providing certificates of recycling/destruction for all wastes and other related work. All wastes shall be managed in accordance with the requirements of Title 40 and 49 of CFR and Title 22 of CCR. The CONTRACTOR shall invoice the CITY for waste management based only on

the RATE SCHEDULES submitted with its original proposal (see Article 10).

4.10.1 WASTE MANAGEMENT HIERARCHY

The CONTRACTOR shall follow, when feasible, the waste disposal hierarchy established by the State. This hierarchy calls for recycling and reclamation whenever possible. Treatment and energy recovery are the preferred methods of disposal because they will result in reducing long-term liability for the CITY. Incineration is considered the least desirable option. The CITY may request the CONTRACTOR to landfill certain waste materials. The CITY PROGRAM MANAGER must approve all waste items being land-filled. The CITY prohibits the use of waste exchange as a management method.

4.10.2 APPROVAL OF WASTE MANAGEMENT FACILITIES LIST

The CONTRACTOR shall submit a list of appropriately permitted facilities that will manage both the hazardous and non-hazardous wastes generated through the various components of the CITY'S RSM Program. An up-to-date list shall be delivered to the CITY PROGRAM MANAGER immediately upon CONTRACT execution. The following information should be provided for each facility listed:

- i. Facility name, address, and its owner.
- ii. Type of facility (e.g., incinerator, TSDF).
- iii. Relationship between the CONTRACTOR and the facility (e.g., subsidiary, owned by, contract facility).
- iv. Name of contact at the facility along with phone and fax numbers.
- v. EPA identification number.
- vi. Waste Stream(s) accepted at the facility.
- vii. Acceptance criteria for new and ongoing waste streams.
- viii. Treatment methods employed by the facility.
- ix. Letter from each facility specifically stating that it has all the required permits, processes, and knowledge to manage the waste which the CONTRACTOR intends to send to the facility. The letter shall also identify

whom the CITY should contact to arrange an audit.

The CONTRACTOR shall meet with the CITY PROGRAM MANAGER to discuss the list. The CITY and the CONTRACTOR shall mutually agree on an APPROVED FACILITIES LIST within fifteen (15) days of CONTRACT execution. At any time, the CITY has the right to (1) add or delete facilities from the list, (2) reject the use of a facility and/or a treatment method or process for a specific waste stream, or (3) request that a specific facility and/or process or treatment method be used for a specific waste stream. The CONTRACTOR may only add waste management facilities to the APPROVED FACILITIES LIST upon the CITY's approval. All changes to the APPROVED FACILITIES LIST must be in writing and shall be effective as of the date stipulated in the notification.

4.10.3 INDEMNIFICATION OF WASTE MANAGEMENT FACILITIES

The CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring because of managing hazardous waste at the approved facilities.

4.10.4 USE OF UNAUTHORIZED HAZARDOUS WASTE FACILITIES

The CONTRACTOR shall not ship hazardous waste to any facility that is not on the APPROVED FACILITIES LIST. In the event that waste is sent to an unauthorized facility, the CONTRACTOR shall pay all waste management costs associated with that waste, indemnify and hold harmless the CITY for any incidents occurring as a result of managing hazardous waste at the unauthorized facility, and be subject to damages assessment as specified in Article 14.5.

4.10.5 PACKAGING OF WASTE

The CONTRACTOR shall package waste in the most efficiently sized container. Each container shall be filled to the maximum capacity based upon USDOT regulations, geometry of the shipping container, and geometry of the waste to be packaged. Average waste volumes for lab-packed drums shall be two gallons of waste in a five-gallon container, ten gallons of waste in a 30-gallon container, and 20 gallons of waste

in a 55-gallon container. These volumes shall be the basis for the proposed waste management costs. The CONTRACTOR may opt to utilize other packages in addition to those specified in the rate schedule. In such case, the CONTRACTOR shall provide a supplement to the rate schedule specifying the unit rate.

4.10.6 EMPTY CONTAINER MANAGEMENT

The CONTRACTOR shall recycle empty containers. Empty containers that cannot be recycled shall be appropriately packaged and transported to a disposal facility by the CONTRACTOR. The CONTRACTOR shall manage the empty containers in such a manner which prevents any waste leakages.

4.10.7 WASTE PROFILES AND SHIPPING PAPERS

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

4.10.8 TRANSPORTATION

The CONTRACTOR is responsible for transporting all wastes collected through the RSM Program, except E-WASTE, to approved facilities. All hazardous wastes shall be transported by a CITY-approved, registered hazardous waste transporter, which meets all requirements of Title 49 of CFR and Title 22 of CCR.

The CONTRACTOR and any SUBCONTRACTORS used to transport hazardous waste must be a California-registered hazardous waste hauler. Vehicles used in the performance of services under this AGREEMENT and any subsequent amendments must be in good operating condition, properly maintained, regularly inspected, meet California Motor Vehicle requirements, CCR Title 8 (Cal-OSHA) regulations, CCR Title 22 regulations, Department of Transportation regulations (CFR 49), and any and all other

applicable codes required for transporting hazardous waste. The CONTRACTOR must furnish a copy of a valid California license, California Hazardous Waste Permit Identification Number, EPA certificate, and EPA Identification Number.

4.10.9 TWENTY-FOUR HOUR EMERGENCY CONTACT

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

4.10.10 CERTIFICATES OF DESTRUCTION AND RECYCLING

The CONTRACTOR shall provide certificates of destruction and/or recycling for all wastes managed from each collection event at no additional cost to the CITY.

4.10.11 WASTE SCAVENGING

The CITY prohibits any person, the public or event personnel, from removing any RSM or E-WASTE from its SAFE CENTERS or temporary collection sites for their own personal use. The CONTRACTOR shall be responsible for enforcing this policy. The CONTRACTOR shall be liable for any damages which can be attributed to scavenging.

4.11 EMERGENCIES

The CONTRACTOR shall report any hazardous or potentially hazardous condition on site to the CITY PROGRAM MANAGER immediately. Written confirmation shall be made to the CITY within 24 hours of the original notice. The CONTRACTOR shall also report any traffic accidents and spills of HHW during transport in the manner required by the Local, State, and Federal regulations and shall immediately notify the CITY PROGRAM MANAGER. Should a spill of HHW occur in transit, the CONTRACTOR shall be responsible for providing emergency response and cleanup.

4.12 EVENT PERSONNEL

The CONTRACTOR shall provide all necessary personnel to operate the collection events described in this AGREEMENT. The CONTRACTOR shall ensure that all personnel have received adequate training to complete the assigned tasks. For each job description, the minimum level of training required shall conform to all APPLICABLE LAWS. Before each collection event, the CITY and the CONTRACTOR shall review personnel needs. The CITY PROGRAM MANAGER or representative shall determine and approve the actual staffing requirements for each event.

4.13 SUPPLIES AND EQUIPMENT

4.13.1 AUTHORITY

The CONTRACTOR shall provide all necessary supplies and equipment for the operation of each collection event described in the AGREEMENT. Before mobilization, the CITY and the CONTRACTOR shall review all equipment needs and agree upon the type and quantity of equipment to be supplied by the CONTRACTOR.

The CITY may request the CONTRACTOR to purchase or lease supplies and/or equipment on behalf of the CITY, in accordance with the provisions of the City Charter, for its staff as well as CITY personnel who are performing the tasks outlined in this CONTRACT. This authority shall be for the specific purpose of supporting the CONTRACTOR or its SUBCONTRACTOR in accomplishing its responsibilities under this CONTRACT. Such supplies and/or equipment may include but are not limited to: computer hardware and software, CADD systems, other communication equipment, and office furniture such as desks, chairs, shelves, lamps, and tables.

4.13.2 PRIOR APPROVAL AND OWNERSHIP

Before purchase or lease of supplies or equipment, the CONTRACTOR shall receive approval in writing from the CITY. All equipment or supplies purchased under this Article for the performance of this CONTRACT must be within the established CITY standard provisions and shall become the property of the CITY. The CITY is

responsible for affixing equipment with its inventory control decal and entering it into the official CITY inventory database.

4.13.3 REASONABLE COST AND REIMBURSEMENT

The CONTRACTOR shall purchase equipment or supplies at the lowest reasonable cost. For items exceeding \$5,000, the CITY Purchasing Agent's office should be notified by CITY PROJECT MANAGER for pricing information and potential vendors. Individual purchase order acquisitions shall not exceed \$20,000 without CITY staff consulting with the Purchasing Agent's office. Purchasing or leasing activities by the CONTRACTOR for their exclusive use shall be considered to be covered under the appropriate UNIT RATES in Article 10. Purchasing or leasing activities by the CONTRACTOR for supplies or equipment for use by CITY employees may be reimbursed as described in Article 10.

4.14 PRIMARY TREATMENT, STORAGE, DISPOSAL FACILITY (TSDF) REQUIREMENTS

The CONTRACTOR shall own and operate a fully permitted TSDF that shall be designated as the primary TSDF. The primary TSDF shall be permitted to accept and process hazardous waste except UNACCEPTABLE WASTE collected at the HHW and CESQG events. The primary TSDF shall have the capability of storing profiled and un-profiled hazardous waste generated through the RSM Program for more than ten (10) days. The primary TSDF shall have a minimum drum storage capacity to hold all RSM generated through the CITY's Program during a one-month period, while adhering to all APPLICABLE LAWS. A 2005 Average RSM Collection event generated between 100,000 – 152,000 pounds of waste. Proof of capacities and waste acceptance shall be based upon review of the facility permits, records, and/or an audit performed by the CITY.

The CONTRACTOR's TSDF is:

Clean Harbors Environmental Services, Inc.
2247 S. Highway 71
Kimball, NE 69145

EPA ID No.:NED981723513

Contact: Jared Hunsaker

Phone: 308-235-8201

4.14.1 TEN-DAY STORAGE FACILITY REQUIREMENTS

The CONTRACTOR or a member of his or her team shall own and operate a fully permitted ten-day storage facility. The facility shall preferably be located within Los Angeles County. The facility must be capable of storing, on a temporary basis, all of the RSM generated at the SAFE CENTERS. The facility shall be operated in accordance with the requirements of the California Health and Safety Code Section 25123(a)(3) and Title 22, Section 66263.18 of the California Code of Regulations. In the event that a CONTRACTOR's primary Treatment, Storage and Disposal Facility is located within Los Angeles County, the primary Treatment, Storage and Disposal Facility shall also satisfy the requirements of the appropriate section. The CONTRACTOR's ten-day storage facility is:

Clean Harbors Environmental Services, Inc.

1737 E. Denni Street

Wilmington, CA 90744

EPA ID No.:CAD044429835

Contact: Adrian Morales

Phone: 310-835-0775

4.14.2 HAZARDOUS WASTE TRANSPORTER REQUIREMENTS

The CONTRACTOR shall submit documentation that demonstrates the qualifications of the hazardous waste transporters including but not limited to the following:

- a. Hazardous Waste Transporter Registration issued by the California Department of Toxic Substance Control.
- b. State Transporter Registration.
- c. United States Department of Transportation license number and Motor Carrier Safety Rating. Transporters must maintain a Motor

Carrier Safety Rating of "Satisfactory" to be authorized to transport the CITY's waste.

If any of the aforementioned information changes, the CONTRACTOR shall submit the most current documentation to the CITY without the CITY incurring any additional cost.

4.15 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, including records of financial transactions pertaining to the performance of this CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY, hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of this CONTRACT or within the three years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

4.16 TRAINING

At the CITY's request, the CONTRACTOR shall provide the following training services to CITY staff at a cost plus 10% for RSM operations compliance, including:

- a) 40-hour OSHA HAZWOPER
- b) 8-hour HAZWOPER Refresher
- c) DOT (40/49 CFR) (3-day)

4.17 PROFESSIONAL DILIGENCE

CONTRACTOR shall perform the services described in Article 4 of this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.18 ACCEPTED INDUSTRY STANDARDS

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

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Richard O’Henley
1715 East Denni Street
Wilmington, CA 90744

Mobile 310-233-3452 Fax 310-835-4117

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

5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the consent and approval of CITY's PROJECT MANAGER, provided such consent shall not be unreasonably withheld.

5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to

work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

- 5.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR's subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR's subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

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

The CITY shall manage the entire RSM and CESQG programs. The CITY's responsibilities shall include but not be limited to determining the collection sites, schedules, operation hours, staffing and equipment requirements. The CITY shall have the sole authority to sign all legally required shipping documents. The CITY shall conduct safety inspections as it deems necessary. The CITY shall have the final authority in determining acceptability of waste brought to events. The CITY shall verify all legally required permits and documents and shall perform such audits as it deems necessary. The CITY shall review, approve and process all invoices submitted by the CONTRACTOR and shall process payment in an expeditious manner. CITY designates Daniel Meyers, Assistant Division Manager as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Daniel Meyers, Assistant Division Manager as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

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

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this AGREEMENT shall be for five (5) years. The CITY, at its sole option, has the ability to extend the CONTRACT for two (2) additional three (3) year terms, for the services outlined within this AGREEMENT, from the date of CONTRACT execution by the CITY unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT and signed by the parties. The BOARD shall be the final authority in the renewal of this AGREEMENT. The date of full execution is deemed to be the date when all the following events have occurred:

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

ARTICLE 8 – TERMINATION

8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- 8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.
- 8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a Federal or State proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY's lobbying policies.
- 8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR's default. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

- 8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.
- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may assign the BACK UP CONTRACTOR to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.
- 8.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this CONTRACT.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts in excess of \$10,000 shall require the prior written approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER identifying SUBCONTRACTOR's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

10.1 COMPENSATION

The CONTRACTOR agrees to perform the services specified in Article 4, and the CITY

shall compensate the CONTRACTOR for all such services in accordance with the rate schedules in this Article, including any costs for additional services requested by the CITY. For any items and subcontracted labor requested by the CITY but not listed in Article 10, CITY shall compensate the CONTRACTOR on a cost plus 10% basis.

10.1.1 MOBILE EVENT SITE MOBILIZATION, OPERATIONAL AND EQUIPMENT RATE
SCHEDULE (RSM, E-WASTE, AND CESQG)

POTENTIAL PARTICIPATION (CARS PER DAY)	TOTAL COST (\$)
200 CARS (Minimum Setup Size)	\$1,250.00
300 CARS	\$1,575.00
400 CARS	\$2,000.00
500 CARS	\$2,700.00
EACH ADDITIONAL 100 CARS PER DAY	\$500.00

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

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

Because set-up costs vary greatly with set-up size, the following items will be charged separately in order to minimize total operating costs.

ITEM	COST (\$)
Tent/Canopy (Rental)	
Tent/Canopy, 10'x10'	\$ 80.00
Tent/Canopy, 10'x15'	\$110.00
Tent/Canopy, 10'x20'	\$145.00
Portable Lighting	\$100.00

**10.1.1a CESQG AND PERMANENT COLLECTION CENTER MOBILIZATION
RATE SCHEDULE**

Description	Cost (\$)
Mobilization Trip Charge (a,b)	\$400.00
Equipment and Supplies (c)	\$150.00
SAFE Center Transport (d)	No Charge
RBRC Transport (f)	No Charge
Forklift Rental (g)	At Cost
Intra Facility Transport (h)	No Charge

CESQG and Permanent Collection Center Mobilization Rate include:

- a) All the labor costs, including personal protective equipment, required to set up and completely prepare the RSM Center for collection operation and clean-up after closing including supplies related to RSM Collection Center Activity.
- b) All trucks and other equipment required to handle and load waste onto transport vehicles, and transport the waste to disposal facilities.
- c) Capital expenditure supplies related to Permanent Collection Center activity.
- d) Cost is a weekly charge for a minimum of one operating day per calendar week, maximum of five operating days per week. A second mobilization trip and supply charge will be assessed for the sixth and seventh operating day per calendar week.
- e) Charge to transport partially filled containers of waste from a mobile collection event to the nearest SAFE CENTER for consolidation.
- f) Charge to transport 55 gallon drum(s) of rechargeable batteries from SAFE CENTERS to the RBRC consolidation center in Anaheim, CA.
- g) Forklift rentals for operations of SAFE CENTER will be charged to the CITY at CONTRACTOR's cost.
- h) Transport of waste containers between SAFE CENTERS for purposes of consolidation.

10.1.2 RSM COLLECTION OPERATION LABOR RATE SCHEDULE

POSITION	STRAIGHT TIME	OVERTIME
DESCRIPTION	(\$ per hour)	(\$ per hour)

SITE SUPERVISOR	\$38.00	\$57.00
HEALTH AND SAFETY OFFICER	\$40.00	\$60.00
FIELD CHEMIST	\$40.00	\$60.00
SUPERVISING TECHNICIAN	\$35.00	\$52.50
TECHNICIAN	\$29.00	\$43.50
LABORER	\$29.00	\$43.50
SECURITY GUARD**	\$35.00	\$52.50
CLERICAL / SURVEYS	\$29.00	\$43.50
LEAD BULKING TECHNICIAN	\$29.00	\$43.50
Other Labor Rates	Cost + 10%	Cost + 10%

NOTES:

- a) Overtime may only be charged for time worked on site more than 8 hours per day per employee.
- b) Time spent traveling to and from the site may not be charged for any personnel.
- c) Timesheets will be kept for each day of each collection site. All personnel are required to sign in and sign out. Timesheets will show total hours worked for each employee and to be submitted with the event invoice. Invoices without required timesheets will not be processed considered.
- d) On-site breaks will comply with all OSHA regulations and timesheets submitted will reflect all breaks.
- e) Contractor is permitted to charge reasonable office time in order to prepare manifests, labels, hazardous waste profiles, required waste summary reports, and Form 303 reports. Time spent to prepare invoices or correspondence regarding invoices will not be charged to the CITY.

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

10.1.3 AT-THE-DOOR PICK-UP RATE SCHEDULE (RSM, E-WASTE, AND CESQG)

PICK-UPS PER MONTH	COST PER PICK UP (\$)
1 – 5	\$75.00
6 – 10	\$75.00
11 – 20	\$75.00

Costs shall include driver labor and transportation to pick-up sites and to return waste to nearest SAFE Collection Center or temporary collection event. Disposal charged according to Article 10.1.4 and 10.1.5, Article 10.1.6 or Article 10.1.7.

10.1.4 N/A E-WASTE MANAGEMENT AND DISPOSAL RATE SCHEDULE

ITEM	REUSE (\$)	RECYCLE (\$)	DONATION (\$)	LANDFILL (\$)
Monitors	N/A	-\$0.16/pound	N/A	N/A
TV's	N/A	-\$0.16/pound	N/A	N/A
Other CRT Devices	N/A	-\$0.16/pound	N/A	N/A
CPU	N/A	N/A	N/A	N/A
Printers	N/A	\$0.05/pound	N/A	N/A

Cables Keyboards	N/A	\$0.05/pound	N/A	N/A
Audio (stereo, etc.)	N/A	\$0.05/pound	N/A	N/A
Visual (VCR, etc.)	N/A	\$0.05/pound	N/A	N/A
Communication (phones, etc.)	N/A	\$0.05/pound	N/A	N/A
Misc. scrap	N/A	\$0.05/pound	N/A	N/A

Waste management and disposal rates for the above categories should be on a "per pound" cost basis.

**10.1.5 CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR
(CESQG) PROGRAM COST PROPOSAL**

Prices the CONTRACTOR provided to charge qualified CESQG businesses at CITY RSM/CESQG collection events. Prices are inclusive of CONTRACTOR's costs associated with packing, transportation and disposal of the wastes collected. CONTRACTOR shall charge qualified businesses for various hazardous waste materials listed below during RSM/SEQG collection events. Rates are determined by the CONTRACTOR for all cost associated with packaging, transportation and disposal of wastes.

1. FLAMMABLES & POISONS	\$ / LB	5. AEROSOLS	\$ / LB
Flammable Liquid	\$1.13	Aerosol Can, Flammable	\$0.93
Flammable Liquid, Bulked	\$0.23	Aerosol Can, Corrosive	\$0.93
Flammable Liquid, Poison	\$1.13	Aerosol Can, Poison	\$0.93
Flammable Solid	\$1.40	Aerosol Can, Unsegregated (mixed)	\$0.93
Flammable Solid with Asbestos	\$0.63	6. RECLAIMABLE	\$ / LB
Paint, Bulked, Solids/Sludge, Latex (Non-recyclable)	\$0.31	Antifreeze	\$0.63
Paint, Lab / Loose Pack	\$0.63	Batteries, Recyclable (i.e. Ni-Cad)	\$1.34
Poison Liquid, Flammable	\$1.13	Battery, Lead Acid	\$0.10
Poison, Liquid	\$1.13	Fluorescent Light, Straight Tube	\$1.20
Poison, Solid	\$1.13	Fluorescent Light, U-Tube	\$1.25 each

Cyanide Compounds	\$1.50	Fluorescent Light, with Built-In Starter Ballasts	\$7.25 each
Mercury Compounds	\$3.13	High Intensity Discharge (HID) Lamps	\$3.25 each
Spontaneously Combustible Compounds	\$5.00	Latex Paint Solids/Sludge, Bulked for Recycling	\$0.75
Water Reactive Compounds	\$5.00	Latex Paint, Bulked, for Reprocessing	\$0.75
Ammunition, Small Arms	Cost +10%	Mercury, Metallic	\$4.75
Smokeless Powder	Cost +10%	Motor Oil	\$0.14
2. CORROSIVES	\$ / LB	Oil Filters	\$0.38
Acid, Inorganic, Liquid	\$1.13	Propane Cylinders, 5-gal Capacity or Smaller	\$6.00 each
Acid, Inorganic, Solid	\$1.13	Propane Cylinders, 5-gal Capacity or Smaller	\$6.00 each
Acid, Organic, Liquid	\$1.13	Propane Cylinders, Larger than 5-gal Capacity	\$12.00 each
Acid, Organic, Solid	\$1.13	Propane Cylinders, Larger than 5-gal Capacity	\$12.00 each
Caustic, Inorganic, Liquid	\$1.13	7. OTHER	\$ / LB
Caustic, Inorganic, Solid	\$1.13	Battery, Household, Non-Recyclable	\$0.75
Caustic, Organic, Liquid	\$1.13	Medical/Biohazardous Waste	\$0.63
Caustic, Organic, Solid	\$1.13	Non-RCRA Liquid	\$0.38
3. OXIDIZERS	\$ / LB	Non-RCRA Solid	\$0.38
Organic Peroxides	\$5.00	Environmentally Hazardous Liquid	\$1.13
Oxidizer, Acidic, Liquid	\$1.13	Environmentally Hazardous Solid	\$0.53
Oxidizer, Acidic, Solid	\$1.13	Other Class 9 Liquids	\$0.38
Oxidizer, Caustic, Liquid	\$1.13	Other Class 9 Solids	\$0.38
Oxidizer, Caustic, Solid	\$1.13	Medicines, Liquid	\$1.13
Oxidizer, Neutral, Liquid	\$1.13	Medicines, Solid	\$1.13
Oxidizer, Neutral, Solid	\$1.13	8. ASBESTOS	\$ / LB
4. PCB CONTAINING	\$ / LB	Asbestos, drummed	\$0.53
Dioxin Precursor with no Treatment Standards	\$1.50	Asbestos, oversized, double wrapped, or bagged	\$0.53
Dioxin Precursor for which Treatment Standards Exist	\$1.50	*A \$75/pickup charge may be assessed for each door to door pickup for a CESQG participant plus the cost of disposal.	
PCB Compounds	\$1.50		
PCB- Containing Capacitors and Transformers	\$1.50		**Contractors shall not charge any registrations

PCB-Containing Fluorescent Light Ballasts	\$1.93	fees, which if needed, must be incorporated into the pricing provided above (i.e. \$ / lb)
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10.1.6 HAZARDOUS WASTE MANAGEMENT RATE SCHEDULE

COST PER CONTAINER SIZE								
1. FLAMMABLES & POISONS	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER
Flammable Liquid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	N/A
Flammable Liquid, Bulked	\$65.00	\$65.00	\$65.00	\$65.00	\$68.00	\$90.00	\$131.00	N/A
Flammable Liquid, Poison	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$195.00	\$337.50	N/A
Flammable Solid	\$70.00	\$140.00	\$168.00	\$190.00	\$196.00	\$280.00	\$420.00	\$700.00 CYB
Flammable Solid with Asbestos	\$65.00	\$75.00	\$75.00	\$75.00	\$94.00	\$125.00	\$181.00	\$325.00 CYB
Paint / Roll-off Box*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2,200.00/ layer
Paint, Bulked, Solids/Sludge, Latex (Non-recyclable)	\$65.00	\$75.00	\$75.00	\$75.00	\$94.00	\$125.00	\$181.00	N/A
Paint, Oil Based, Bulked	N/A	N/A	N/A	N/A	N/A	\$110.00	N/A	N/A
Paint, Lab / Loose Pack	\$65.00	\$75.00	\$75.00	\$75.00	\$94.00	\$125.00	\$181.00	\$330.00 CYB
Paint, Latex, / Cubic Yard Box	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$315.50 CYB
Paint, Oil Based, / Cubic Yard Box	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$270.00 CYB
Poison Liquid, Flammable	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$195.00	\$337.50	N/A
Poison, Liquid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	N/A
Poison, Solid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	\$550.00
Cyanide Compounds	\$90.00	\$180.00	\$180.00	\$180.00	\$225.00	\$300.00	\$435.00	N/A
Mercury Compounds	\$310.00	\$375.00	\$375.00	\$375.00	\$469.00	\$625.00	\$906.00	N/A
Spontaneously Combustible Compounds	\$125.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Water Reactive Compounds	\$125.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Ammunition, Small Arms	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Cost +10%
Smokeless Powder	\$125.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Note – this category is for oil based only, latex paint may be shipped in a roll-off bin at a cost of \$2,000 per layer.

COST PER CONTAINER SIZE								
2. CORROSIVES	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER
Acid, Inorganic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Acid, Inorganic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Acid, Organic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Acid, Organic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Caustic, Inorganic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Caustic, Inorganic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Caustic, Organic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A
Caustic, Organic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$195.00	\$337.50	N/A

COST PER CONTAINER SIZE								
3. OXIDIZERS	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER
Organic Peroxides	\$112.00	N/A	N/A	N/A	N/A	N/A	N/A	
Oxidizer, Acidic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A
Oxidizer, Acidic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A
Oxidizer, Caustic, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A
Oxidizer, Caustic, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A
Oxidizer, Neutral, Liquid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A
Oxidizer, Neutral, Solid	\$70.00	\$112.50	\$135.00	\$135.00	\$169.00	\$225.00	\$337.50	N/A

COST PER CONTAINER SIZE								
4. PCB CONTAINING	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	CY BOX
Dioxin Precursor with no Treatment Standards	\$90.00	\$180.00	\$180.00	\$180.00	\$225.00	\$300.00	\$435.00	N/A
Dioxin Precursor for which Treatment Standards Exist	\$90.00	\$180.00	\$180.00	\$180.00	\$225.00	\$300.00	\$435.00	N/A

PCB Compounds	\$90.00	\$180.00	\$180.00	\$180.00	\$225.00	\$300.00	\$435.00	N/A
PCB- Containing Capacitors and Transformers	\$90.00	\$180.00	\$180.00	\$180.00	\$225.00	\$300.00	\$435.00	N/A
PCB-Containing Fluorescent Light Ballasts	\$115.00	\$192.50	\$231.00	\$262.00	\$270.00	\$385.00	\$557.00	N/A
COST PER CONTAINER SIZE								
5. AEROSOLS	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	CY BOX
Aerosol Can, Flammable	\$70.00	\$92.50	\$111.00	\$126.00	\$126.00	\$185.00	\$277.50	\$500.00
Aerosol Can, Corrosive	\$70.00	\$92.50	\$111.00	\$126.00	\$126.00	\$185.00	\$277.50	\$500.00
Aerosol Can, Poison	\$70.00	\$92.50	\$111.00	\$126.00	\$126.00	\$185.00	\$277.50	\$500.00
Aerosol Can, Unsegregated (mixed)	\$70.00	\$92.50	\$111.00	\$126.00	\$126.00	\$185.00	\$277.50	\$500.00
COST PER CONTAINER SIZE								
6. RECLAIMABLE	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	BULK
Antifreeze	\$37.50	\$62.50	\$75.00	\$85.00	\$93.75	\$125.00	\$187.50	\$1.50/G L
Batteries, Recyclable (i.e. Ni-Cad) (Notes – c)	\$85.00	\$133.50	\$150.00	\$181.50	\$200.00	\$267.00	\$400.50	N/A
Battery, Lead Acid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00/ pallet
Fluorescent Light, Straight Tube	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.15/ foot
Fluorescent Light, U-Tube	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1.25 each
Fluorescent Light, with Built-In Starter Ballasts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$7.25 each
High Intensity Discharge (HID) Lamps	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3.25 each
Latex Paint Solids/Sludge, Bulked for Recycling	\$45.00	\$75.00	\$90.00	\$102.00	\$112.50	\$145.00	N/A	N/A
Latex Paint, Bulked, for Reprocessing	\$45.00	\$75.00	\$90.00	\$102.00	\$112.50	\$145.00	N/A	N/A
Mercury, Metallic	\$310.00	\$570.00	\$570.00	\$570.00	\$713.00	\$950.00	N/A	
Motor Oil	\$25.00	\$30.00	\$35.00	\$40.00	\$45.00	\$55.00	\$125.00	\$0.20 / gallon
Oil Filters	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00	\$75.00	N/A	N/A
Propane Cylinders, 5-gal Capacity or	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$6.00 each

Smaller								
Propane Cylinders, 5-gal Capacity or Smaller	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$6.00 each
Propane Cylinders, Larger than 5-gal Capacity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.00 each
Propane Cylinders, Larger than 5-gal Capacity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.00 each

COST PER CONTAINER SIZE								
7. OTHER	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER
Battery, Household, Non-Recyclable	\$70.00	\$75.00	\$90.00	\$102.00	\$112.50	\$150.00	N/A	N/A
Medical/Biohazardous Waste	\$65.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00	N/A	N/A
Non-RCRA Liquid	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00	\$75.00	\$109.00	N/A
Non-RCRA Solid	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00	\$75.00	\$109.00	\$262.50 /CYB
Environmentally Hazardous Liquid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	N/A
Environmentally Hazardous Solid	\$70.00	\$75.00	\$80.00	\$85.00	\$90.00	\$105.00	\$157.50	\$260.00 /CYB
Other Class 9 Liquids	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00	\$75.00	\$109.00	N/A
Other Class 9 Solids	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00	\$75.00	\$109.00	\$262.50 /CYB
Medicines, Liquid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	N/A
Medicines, Solid	\$70.00	\$112.50	\$135.00	\$153.00	\$169.00	\$225.00	\$337.50	N/A
Crushed Empty Containers	\$8.00	\$15.00	\$15.00	\$15.00	\$19.00	\$25.00	\$36.00	N/A
Trash Box, Non Hazardous Waste Disposal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$500.00 40cu yd
Trash Box, Non Hazardous Waste Recycling	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Cost +10%
Other Waste Not Listed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Cost +10%

COST PER CONTAINER SIZE								
8. ASBESTOS	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	OTHER
Asbestos, drummed	\$75.00	\$75.00	\$80.00	\$90.00	\$105.00	\$125.00	N/A	N/A
Asbestos, cubic yard box	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$260.00 CYB

Asbestos, oversized, double wrapped, or bagged	\$75.00	\$75.00	\$80.00	\$90.00	\$105.00	\$125.00	N/A	N/A
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COST PER CONTAINER SIZE								
AVERAGE CONTAINER CAPACITY	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	CY BOX
AVERAGE LIQUID VOLUME PACKED IN EACH CONTAINER (GALS)	2	5	8	10	15	25	55	75
AVERAGE WEIGHT OF SOLIDS PACKED IN EACH CONTAINER (LBS)	20	45	65	90	125	275	325	700

SHARPS COLLECTION FROM SHARPS COLLECTION POINTS

Sharps bin size	Disposal Rate Per Bin Size
55 Gallon	\$125.00
30 Gallon	\$105.00
15 Gallon	\$85.00
10 Gallon	\$75.00
5 Gallon	\$65.00

Sharps Collection Stops Per Day	Rate per stop
1-3 Stops	\$75.00
4-5 Stops	\$60.00
6 + Stops	\$50.00

NOTES:

- a) If CITY-approved TSDF that CONTRACTOR will be using to manage the CITY'S waste does not accept a certain waste category or container size, insert "N/A" where appropriate. It is assumed if a price for a waste category or container is offered, CONTRACTOR is able to pack, transport and properly dispose of that waste category or container size at the CONTRACTOR'S CITY-approved TSDF.

- b) For each shipment of waste to a Recycling Facility, whether directly, or via the CONTRACTOR'S TSDF, the CITY shall be provided with a Certificate of Recycling prepared by the facility at which the material was recycled.

10.1.7 EMERGENCY RESPONSE RATE SCHEDULE

A. Personnel Services Rate		
JOB POSITION DESCRIPTION	COST PER HOUR	OVERTIME COST PER HOUR*
Project Manager	40.97	55.31
Chemist	37.74	50.94
Supervising Technician	37.74	50.94
Technician	32.35	43.67
Heavy Equipment Operator	37.74	50.94
Driver	37.74	50.94
Clerical	16.17	

B. Waste Transportation Charges Scaling Factors (Yard to Primary TSDF)	
UNIT COST TRANSPORTATION CHARGES TO PRIMARY TSDF	Rate
Cost per Container	
5 Gallon Drum	5.39
8 or 10 Gallon Drum	5.39
14 to 16 Gallon Drum	10.78
20 Gallon Drum	10.78
30 Gallon Drum	16.17
55 Gallon Drum	16.17
85 Gallon Drum	16.17

C. Miscellaneous Waste Management Services									
	5 Gal.	8/10 Gal.	14/15 Gal.	20 Gal.	30 Gal.	55 Gal.	85 Gal.	1 Cu. Yd.	Roll-Off
SERVICE	Drum	Drum	Drum	Drum	Drum	Drum	Drum	Box	Bin
<i>Enter:</i>									
HazMat Storage,	0	0	0	0	0	0	0	0	0
Cost per Day	0	0	0	0	0	0	0	0	0
<i>Enter:</i>									
Hazardous Court Evidence, Cost per Day	2.16	2.16	2.16	3.23	3.23	3.23	3.23	5.39	8.63
Quarterly Waste Management Report, Cost per Report	0								
Certificates of Destruction, Cost per Certificate	0								
Other Services	Quote for Approval Upon Request								

D. Subcontract Services and Items Mark-Up	
SERVICE/ITEM	PERCENT MARK-UP, Scaled as Decimal Percent, e.g. 8% = 0.08
TSDf Fees or Services	18.00%
Other Subcontract Services	18.00%
Training	18.00%
Equipment Rentals	18.00%
Subcontract Storage at Licensed TSDf	18.00%

PERSONAL PROTECTIVE EQUIPMENT P.P.E. Group Scaling Factor: 2.0	
	COST PER DAY, PER PERSON
Level "D" PPE	10.78
Level "C" PPE	23.72
Level "B" PPE	97.04
Level "A" PPE with SCBA or ALBA	269.54

E. Supplies and Equipment	
D.O.T. DRUMS, BAGS, AND LINERS	COST EACH
5 Gal. Fiber Drum	8.63
5 Gal. Poly Drum	8.63
5 Gal. Steel Drum	14.02
8 Gal. Poly Drum	17.25
8 Gal. Steel Drum	17.25
10 Gal. Fiber Drum	12.94
14 - 16 Gal Poly Drum	21.56
14 - 16 Gal. Steel Drum	47.44
20 Gal. Fiber Drum	30.19
20 Gal. Poly Drum	29.11
20 Gal. Steel Drum	37.74
30 Gal. Fiber Drum	38.81
30 Gal. Poly Drum	34.50
30 Gal. Steel Drum	52.83
55 Gal. Fiber Drum	26.95
55 Gal. Poly Drum	26.95
55 Gal. Steel Drum	36.66
85 Gal. Poly Recovery/Salvage Drum	163.88
85 Gal. Steel Recovery/Salvage Drum	116.44
Tri-Wall Box (1 cubic yard)	43.13
Drum Bung Plug	2.70
Drum Lid	8.63
Drum Ring and Bolt	14.02
Drum Liners, each	1.62
Roll of Drum Liners, 50 count, per roll	81.94
Asbestos Handling Bags	5.39
30 Gallon Plastic Bags	1.62
Reactive Bags, each	1.08
Roll-Off Bin Liners, each	37.74

Sheet Plastic, Visqueen, 20' by 50'	43.13
Sheet Plastic, Visqueen, Roll, 20' by 100', per roll	84.10
Flex Hose, each	234.00
4ft Florescent Light Bulb Coffins	60.00
8ft Florescent Light Bulb Coffins	60.00
Pallets	10.00
6 inch Aluminum Pipe, per ft, per day	3.00

E. Supplies and Equipment, continued	
OPERATIONAL EQUIPMENT	
	COST PER HOUR
Compressor, 10-20 cfm at 100 psi	9.70
Compressor, 150+ cfm at 100 psi	9.70
Drum Crusher	4.31
Extension Cord	1.08
Generator, 2500-5000 watts	9.70
Hydroblaster	59.30
Jack Hammer	7.55
Lighting, 2500-5000 watts	4.31
Power Saw	5.39
Pneumatic Chipping Hammer	5.39
Rivet Buster	5.39
Chop Saw, metal cutting	5.39
Sawzall	5.39
Skilsaw	6.47
Steam Cleaner	37.74
55 Gallon HEPA Vacuum	12.94
Ventilation Blower	12.94
Confined Space Entry Gear	50.00
	COST PER FOUR HOUR PERIOD
Decontamination Center, Asbestos	75.47
Decontamination Center, Non-Asbestos	75.47
Foam Unit	18.33
Pump, 1.0-2.90 inch suction diameter	18.33
Pump, 3-6 inch suction diameter	18.33
Pump, acid compatible	18.33
Sand Blaster	37.74
	COST PER DAY
Dewatering bin	125.00
Barricades and/or traffic cones	1.08

E. Supplies and Equipment continued	
CLEAN-UP SUPPLIES	COST EACH
Absorbant Booms, 5"x10'	17.25
Absorbant Booms, 8"x10'	22.64
Absorbant Pillows, 17"x17", Polypropylene	8.63
Absorbant Sheets/Pads, Economy, 17"x19" or 18"x18"	2.16

Absorbant Sheets/Pads, Polypropylene, 17"x19" or 18"x18"	1.08
Absorbant Socks, 3"x 8'	13.48
Acid Neutralizer, 50 lb. bag or drum	8.63
Solvent Adsorbant, Carbon-based, 50 lb. bag or drum	10.78
Caustic Neutralizer, 42 lb. bag or drum	11.86
Cement, 94-100 lb. bag	9.16
CKD, Cement Kiln Dust, 1 cu. ft. bag	8.63
Clay Absorbant, 50 lb. bag	16.17
Fly Ash, 100 lb. bag	10.78
Formaldehyde Polymerizer	9.70
Pozzalonic Ash, 1 cu. ft. bag	5.39
Pozzalonic Ash, 1 ton	43.13
Sand Bags, empty	2.43
Solid-a-Sorb, diatomaceous earth, 25 lb. bag	6.47
Vermiculite, 4 cu. ft. bag	16.17

E. Supplies and Equipment Scaling Factors, continued	
MISC. TOOLS, EQUIPMENT, AND MATERIALS	COST EACH
Duct Tape, roll	2.16
Ear Plugs, pair	0.05
Eyewash Solution, Buffered, 16 oz. bottle	1.08
Glass Sampling Tubes	2.16
Hazard Tape, roll	2.16
Hazardous Waste Labels	1.08
HazCat Equipment per test	4.31
Instant Ice Packs	0.54
Rags	1.08
Sampling Jars, 8 oz.	1.08
Sampling Jars, 4 oz.	1.08
Shrink Wrap, roll	16.17
Polaroid Camera, per picture	1.08
Safety Blanket	1.08
	COST PER FOUR HOUR PERIOD
Air Sampling Pump	29.11
Drager Air Pump or equivalent	16.17
Four-Gas Detector	23.72
Mercury Vapor Analyzer	23.72
Organic Vapor Analyzer, full-size PID-type	23.72
OVA, Organic Vapor Analyzer, FID-type	23.72
Radiation Detector/Monitor	30.19
Safety Harness with Lanyard	6.47
	COST PER DAY
Decontamination Materials	6.47
Eye Wash Station	2.16
Fire Extinguisher, 20 lb. dry chem, ABC-type	2.16
Water Cooler	
	COST + 18.00
	% MARK-UP
Drager Colorimetric Tubes or equivalent, Scaled as Decimal Percent, e.g. 8% = 0.08	18.00 %

MISCELLANEOUS

Subcontractors, Filed Purchases, Rental Equipment Cost + 18 %

Premium Times Cost + 10 %

PRICING FOR EMERGENCY PICK UP AND DISPOSAL OF HAZARDOUS WASTE								
Waste Type	5 gal. drum	8/10 gal. drum	15-20 gal. drum	30 gal. drum	55 gal. drum	85 gal. drum	Bulk Cost per unit	Bulk Unit
Acid, Bulkled	40.43	80.86	80.86	101.08	134.77	195.42	1.70	gallon
Acid, Chromic, Conc>5%	48.52	97.04	97.04	121.29	161.73	234.23	1.92	gallon
Acid, Flam. Liquid	121.29	242.59	242.59	303.23	404.31	586.25	3.84	gallon
Acid, Flam. Solid	121.29	242.59	242.59	303.23	404.31	586.25	0.00	pound
Acid, HF, Conc>5%	72.78	145.55	145.55	181.94	242.59	351.75	3.40	gallon
Acid, Inorg. Liq.	40.43	80.86	80.86	101.08	134.77	195.42	1.70	gallon
Acid, Inorg. Sld.	42.05	84.10	84.10	105.12	140.16	203.23	0.84	pound
Acid, Orgn'c. Liq.	121.29	242.59	242.59	303.23	404.31	586.25	3.84	gallon
Acid, Orgn'c Sld.	121.29	242.59	242.59	303.23	404.31	586.25	0.84	pound
Acid, Nitric, Conc>20%	63.07	126.15	126.15	157.68	210.24	304.85	2.43	gallon
Acid Solns, inorg, Conc<1%	38.81	77.63	77.63	97.04	129.38	187.60	1.70	gallon
Acid Solns, inorganic, Non-oxidizer, Conc 1 to 5%	38.81	77.63	77.63	97.04	129.38	187.60	1.70	gallon
Acid Solns, Inorganic, Non-oxidzr, Conc 5 to 20%	40.43	80.86	80.86	101.08	134.77	195.42	1.70	gallon
Acid Solns, Nitric, 2 to 20%	63.07	126.15	126.15	157.68	210.24	304.85	3.88	gallon
Acid Solns, Nitric, Conc<2%	63.07	126.15	126.15	157.68	210.24	304.85	1.70	gallon
Acid, Sulfuric, Conc>20%	46.90	93.80	93.80	117.25	156.33	226.68	4.08	gallon
Aerosol Cans, Corrosive	50.13	100.27	100.27	125.34	167.12	242.32	0.00	
Aerosol Cans, Flammable	50.13	100.27	100.27	125.34	167.12	242.32	0.00	
Aerosol Cans, Inorg'c Poison	50.13	100.27	100.27	125.34	167.12	242.32	0.00	
Aerosol Cans, Org'c Poison	50.13	100.27	100.27	125.34	167.12	242.32	0.00	
Alcohols, Flammable	21.02	42.05	42.05	52.56	70.08	101.62	1.12	gallon
Alcohols, Flam. Poison	21.02	42.05	42.05	52.56	70.08	101.62	1.12	gallon
Ammunition, Small Arms	388.14	776.28	776.28	0.00	0.00	0.00	7.55	pound
Ammunition, Special	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Antifreeze, Reclaimable	15.53	31.05	31.05	38.81	51.75	75.04	0.53	gallon
Asbestos-Containing Mat'ls	17.79	35.58	35.58	44.47	59.30	85.98	0.12	pound
Base, Low-Conc Solns	24.26	48.52	48.52	60.65	80.86	117.25	1.70	gallon
Base, High-Conc Solns	48.52	97.04	97.04	121.29	161.73	234.50	2.87	gallon
Base, Flam. Liquid	121.29	242.59	242.59	303.23	404.31	586.25	3.84	gallon
Base, Flam. Solid	105.12	210.24	210.24	262.80	350.40	508.09	0.00	pound
Base, Inorganic Liquid	40.43	80.86	80.86	101.08	134.77	195.42	1.36	gallon
Base, Inorganic Solid	42.05	84.10	84.10	105.12	140.16	203.23	0.84	pound
Base, Organic Liquid	121.29	242.59	242.59	303.23	404.31	586.25	3.84	gallon
Base, Organic Solid	121.29	242.59	242.59	303.23	404.31	586.25	0.84	pound
Batteries, Lead Acid	16.17	32.35	32.35	40.43	53.91	78.17	242.59	cubic yard
Batteries, Non-Recyclable	17.79	35.58	35.58	44.47	59.30	85.98	0.00	

Batteries, Recyc'ble	113.21	226.42	226.42	283.02	377.36	547.17	0.00	
Batteries, Lithium	153.64	307.28	307.28	384.10	512.13	742.59	0.00	
Caustic, Bulkcd	38.81	77.63	77.63	97.04	129.38	187.60	1.36	pound
Cyanide Cmpds, Solid	153.64	307.28	307.28	384.10	512.13	742.59	0.00	pound
Cyanide Solutions, CN<5%	105.12	210.24	210.24	262.80	350.40	508.09	3.88	gallon
CN Solns, Conc 5% to 10%	105.12	210.24	210.24	262.80	350.40	508.09	3.88	gallon
Cyanide Solns, CN>10%	105.12	210.24	210.24	262.80	350.40	508.09	3.88	gallon
Cyanide Sludge, CN<5%	153.64	307.28	307.28	384.10	512.13	742.59	0.94	pound
Cyanide Sludge, CN>5%	153.64	307.28	307.28	384.10	512.13	742.59	0.94	pound
Cyanide, w/ Inerts, CN<5%	153.64	307.28	307.28	384.10	512.13	742.59	0.94	pound
Cyanide, w/ Inerts, CN>5%	142.32	284.64	284.64	355.80	474.39	687.87	0.94	pound
Cyanide Cmpds Labpack	142.32	284.64	284.64	355.80	474.39	687.87	0.00	
Cyanide Solns Labpack	142.32	284.64	284.64	355.80	474.39	687.87	0.00	
Dioxin Prec'sr-No Trtmt Stds	113.21	226.42	226.42	283.02	377.36	547.17	7.76	gallon
Dioxin Prec'sr-w/ Trtmt Stds	113.21	226.42	226.42	283.02	377.36	547.17	7.76	gallon
Drums, Empty, Non-recyc.	22.64	45.28	45.28	56.60	75.47	109.43	155.26	cu.yd.
Drums, Empty, For Recon.	4.85	9.70	9.70	12.13	16.17	23.45	0.00	
Drums, Empty, Recyclable	4.85	9.70	9.70	12.13	16.17	23.45	0.00	
Flammable Liquid, Bulk	21.02	42.05	42.05	52.56	70.08	101.62	1.12	gallon
Flam. Liquid, Labpack	56.60	113.21	113.21	141.51	188.68	273.59	0.00	
Flam. Liquid, Poison	88.95	177.90	177.90	222.37	296.50	429.92	1.12	gallon
Flammable Solid	72.78	145.55	145.55	181.94	242.59	351.75	0.00	pound
Flam. Solid with Asbestos	105.12	210.24	210.24	262.80	350.40	508.09	0.00	pound
Fluor. Lites w/ Blsts or Strs	63.07	126.15	126.15	157.68	210.24	304.85	1.08	each
Fluor. Light Tubes, Broken	192.45	384.91	384.91	481.13	641.51	930.19	0.00	
Fluor. Light Strt. Tubes	0.00	0.00	0.00	0.00	0.00	0.00	0.19	linear foot
Fluor. Light U-Tubes	0.00	0.00	0.00	0.00	0.00	0.00	1.08	each
Freon for Recycling	16.17	32.35	32.35	40.43	53.91	78.17	0.00	
Fuel Gas Cyls, wt<20 lbs.	97.04	194.07	194.07	242.59	323.45	469.00	0.00	
Fuel Gas Cyls, wt>20 lbs.	0.00	194.07	194.07	242.59	323.45	469.00	0.00	pound
H.I. Discharge Bulbs	192.45	384.91	384.91	481.13	641.51	930.19	0.00	
Isocyanide Compounds	129.38	258.76	258.76	323.45	431.27	625.34	7.76	gallon
Lead	32.35	64.69	64.69	80.86	107.82	156.33	0.22	pound
Liquid Fuels Labpack	56.60	113.21	113.21	141.51	188.68	273.59	0.00	
Liq/Sludge for Stabilization	42.05	84.10	84.10	105.12	140.16	203.23	1.70	gallon
Medical/Biohaz's Waste (Human Feces)	113.21	226.42	226.42	283.02	377.36	547.17	0.00	
Medicines, Liquid	88.95	177.90	177.90	222.37	296.50	0.00	0.00	
Medicines, Solid	105.12	210.24	210.24	262.80	350.40	0.00	0.00	
Mercury Compounds, Bulk	388.14	776.28	776.28	970.35	1,293.80	1,876.01	0.00	
Mercury Cmpds Labpack	388.14	776.28	776.28	970.35	1,293.80	1,876.01	0.00	
Mercury-Containing Debris	388.14	776.28	776.28	970.35	1,293.80	1,876.01	0.00	
Mercury LP, Slds & Met. Hg	388.14	776.28	776.28	970.35	1,293.80	1,876.01	0.00	
Mercury LP, Recyc'ble	388.14	776.28	776.28	970.35	1,293.80	1,876.01	0.00	
Mercury, Metallic, Bulk	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.76	pound
Meth'l. Chloride, Reclaimable	38.81	77.63	77.63	97.04	129.38	187.60	1.53	gallon
Motor Oil, Bulk, Recyclable	17.79	35.58	35.58	44.47	59.30	85.98	0.64	gallon
Motor Oil, Bulk, Incin/Fuel	21.02	42.05	42.05	52.56	70.08	101.62	0.64	gallon
Motor Oil LP, Incin/Fuel	35.58	71.16	71.16	88.95	118.60	171.97	323.45	cubic yard
Non-RCRA Liquid, Bulk	22.64	45.28	45.28	56.60	75.47	109.43	1.08	gallon

Non-RCRA Liquid, Labpack	53.37	106.74	106.74	133.42	177.90	257.95	323.45	cubic yard
Non-RCRA Solid	25.88	51.75	51.75	64.69	86.25	125.07	0.10	pound
Non-RCRA Solids/Debris	25.88	51.75	51.75	64.69	86.25	125.07	0.10	pound
Non-RCRA Sludges & Liquids	29.11	58.22	58.22	72.78	97.04	140.70	1.27	gallon
Non-RCRA Waters &W/O	21.02	42.05	42.05	52.56	70.08	101.62	0.64	gallon
Non-RCRA Waste Oil	17.79	35.58	35.58	44.47	59.30	85.98	0.64	gallon
Oil Filters	19.41	38.81	38.81	48.52	64.69	93.80	0.00	
Oil/Water Clarifier Waste	29.11	58.22	58.22	72.78	97.04	140.70	0.70	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<2in.	29.11	58.22	58.22	72.78	97.04	140.70	1.12	gallon
OLPF, BTU>5K/lb, HOC10-20 pH 3 to 11, and Sludge<2in.	43.67	87.33	87.33	109.16	145.55	211.05	1.36	gallon
OLPF, BTU>5K/lb, HOC>20% pH 3 to 11, and Sludge<2in.	43.67	87.33	87.33	109.16	145.55	211.05	1.36	gallon
OLPF, BTU>10K/lb, HOC<10 pH 3 to 11, and Sludge<15in.	37.20	74.39	74.39	92.99	123.99	179.78	1.53	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<15in.	37.20	74.39	74.39	92.99	123.99	179.78	1.53	gallon
OLPF, BTU>10K/lb, HOC<10 pH 3 to 11, and Sludge>15in.	37.20	74.39	74.39	92.99	123.99	179.78	1.53	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge>15in.	37.20	74.39	74.39	92.99	123.99	179.78	1.53	gallon
Org'c Liq, BTU>5K/lb, HOCs<10%, pH 3 to 11, Sludge>15in.	37.20	74.39	74.39	92.99	123.99	179.78	1.53	gallon
OrgLiq Fuel, Acid, BTU>5K/lb, HOC's<10, pH<3, Sludge<2in	121.29	242.59	242.59	303.23	404.31	586.25	3.02	gallon
OrgLiq Fuel, Alk., BTU>5K/lb, HOC<10, pH>11, Sludge<2in.	121.29	242.59	242.59	303.23	404.31	586.25	3.02	gallon
Organic Peroxide	137.47	274.93	274.93	343.67	458.22	664.42	0.00	gallon
Oxidizer, Acidic Liquid	72.78	145.55	145.55	181.94	242.59	351.75	4.08	gallon
Oxidizer, Acidic Solid	161.73	323.45	323.45	404.31	539.08	781.67	0.00	pound
Oxidizer, Basic Liquid	72.78	145.55	145.55	181.94	242.59	351.75	3.59	gallon
Oxidizer, Basic Solid	161.73	323.45	323.45	404.31	539.08	781.67	0.00	pound
Oxidizer, Inorg, LC Soln	72.78	145.55	145.55	181.94	242.59	351.75	3.59	gallon
Oxidizer Labpack	129.38	258.76	258.76	323.45	431.27	625.34	0.00	
Oxidizer, Liquid	72.78	145.55	145.55	181.94	242.59	351.75	4.71	gallon
Oxidizer, Solid, Lo Conc	161.73	323.45	323.45	404.31	539.08	781.67	0.00	pound
Oxidizer, Solid	161.73	323.45	323.45	404.31	539.08	781.67	0.00	pound
PCB Compounds	97.04	194.07	194.07	242.59	323.45	469.00	7.55	gallon
PCB-Cntng Capcprs &Sm Trs	97.04	194.07	194.07	242.59	323.45	469.00	0.00	
PCB-Cntng Firsct Light Blsts	97.04	194.07	194.07	242.59	323.45	469.00	0.00	
PCB-Cntng Lg Transfrmrs	0.00	0.00	0.00	0.00	0.00	0.00	1.08	pound
Paint, Bulk Recyc'ble Latex	37.20	74.39	74.39	92.99	123.99	179.78	0.35	pound
Paint, Bulk Non-Recyc. Latex	29.11	58.22	58.22	72.78	97.04	140.70	0.35	pound
Paint, Bulk Recyc'ble O-Base	29.11	58.22	58.22	72.78	97.04	140.70	0.19	pound
Paint, Bulk Non-Recy OBase	64.69	129.38	129.38	161.73	215.63	312.67	0.19	pound
Paint, LP Recyc'ble Latex	58.22	116.44	116.44	145.55	194.07	281.40	490.57	cubic yard
Paint, LP Recyc'ble Oil-Base	88.95	177.90	177.90	222.37	296.50	429.92	490.57	cubic yard
Paint, LP Non-Rec Latex	48.52	97.04	97.04	121.29	161.73	234.50	490.57	cubic yard
Paint, LP Non-Recy O-Base	58.22	116.44	116.44	145.55	194.07	281.40	490.57	cubic yard

Paint, Slids/Sludge for Recyc.	64.69	129.38	129.38	161.73	215.63	312.67	0.00	pound
Paint, Slids/Sludge, Non-Recy.	88.95	177.90	177.90	222.37	296.50	429.92	0.00	pound
Perchloroethylene, Recl'ble	32.35	64.69	64.69	80.86	107.82	156.33	1.70	gallon
Poison, Flammable Liquid	88.95	177.90	177.90	222.37	296.50	429.92	1.66	gallon
Poison, Liquid	88.95	177.90	177.90	222.37	296.50	429.92	1.66	gallon
Poison, Solid	105.12	210.24	210.24	262.80	350.40	508.09	0.79	pound
Rags, for Incineration	72.78	145.55	145.55	181.94	242.59	351.75	0.74	pound
Rags and Debris	25.88	51.75	51.75	64.69	86.25	125.07	0.74	pound
Reactive Cpds, Air React'v	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.55	pound
Reactive Cpds, Wtr Rctive	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.55	pound
Reactive Cpds, Wtr R, Corr.	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.55	pound
Reactive Cpds, Wtr R, Pois.	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.55	pound
Reactive Cpds Other	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Solids, Non-regulated	22.64	45.28	45.28	56.60	75.47	109.43	485.18	cubic yard
Solid Fuels, Blendable	88.95	177.90	177.90	222.37	296.50	429.92	0.39	pound
Sld Fuels, BTU>5K,HOC<20	88.95	177.90	177.90	222.37	296.50	429.92	0.39	pound
Slids, Non-Paint, for Repack	88.95	177.90	177.90	222.37	296.50	429.92	0.74	pound
Smokeless Powder	388.14	776.28	776.28	970.35	1,293.80	0.00	0.00	
Spont'sly Combustible Cpds	388.14	776.28	776.28	970.35	1,293.80	1,876.01	7.55	pound
Thorium and Uranium Cpds	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Trichloroethane, Recl'ble	48.52	97.04	97.04	121.29	161.73	234.50	1.70	gallon
Trichloroethylene, Recl'ble	48.52	97.04	97.04	121.29	161.73	234.50	1.70	gallon
Wastewater	24.26	48.52	48.52	60.65	80.86	117.25	0.87	gallon

10.2 INVOICING AND PAYMENT

The CONTRACTOR shall prepare an invoice for each collection event and a monthly invoice for each SAFE CENTER. The CONTRACTOR shall prepare separate invoices for other related work completed in support of the CITY's RSM Program as directed by the CITY. The CONTRACTOR is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form (see sample invoice included in the original RFP) and supported by copies of third party invoices and supporting documents as listed in Article 10.2.1 below, as required by the CITY to establish the amount of such invoices for being allowable. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request in writing changes to the content and format of the invoice and supporting documentation at any time.

10.2.1 SUPPORTING DOCUMENTATION

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein:

10.2.1.1 MANIFEST SUMMARY REPORT

Each invoice shall be accompanied by a Manifest Summary Report, prepared as specified in Article 4.6.2.

10.2.1.2 CALRECYCLE FORM 303

Each invoice must contain a copy of the CALRECYCLE Form 303, prepared as specified in Article 4.6.3.

10.2.1.3 TIME SHEETS

Each invoice requesting compensation for personnel shall be accompanied by time sheets documenting and identifying employee names, titles, times on and off site, UNIT RATES, and billable hours.

10.2.1.4 MBE/WBE/OBE UTILIZATION REPORT

Each invoice shall be accompanied by a MBE/WBE/OBE Utilization Report for each MBE/WBE/OBE SUBCONTRACTOR. The MBE/WBE/OBE Utilization Report shall be accompanied by the original invoice or a duplicate, wet-stamped invoice. Each shall be initialed by the CONTRACTOR PROGRAM MANAGER supporting the claimed expenditures.

10.2.2 OTHER DOCUMENTATION AND INVOICE ITEMS

Invoices requesting compensation for cost plus items shall include the original invoice or a duplicate, wet-stamped invoice. Each shall be initialed by the CONTRACTOR PROGRAM MANAGER documenting the cost of the item. The CONTRACTOR shall ensure that the provided documentation clearly and accurately describes the goods and services provided and the costs thereof. For any invoice, items, or services provided because of a Change Order, a copy of the CITY's request letter or Change Order shall

accompany the invoice. All invoices must be accompanied by mechanics lien waivers as appropriate.

10.2.3 INVOICE SUBMITTAL

The CONTRACTOR shall submit all SANITATION invoices to:

Mr. Brian Ahn
RSM Program Manager
City of Los Angeles, Bureau of Sanitation
Solid Resources Citywide Recycling Division
1149 S. Broadway, 10th Floor
Los Angeles, CA 90015

In order to ensure prompt processing, indicate clearly on the outside of the envelope the fact that the envelope contains invoices for the RSM Program. The CITY may in writing, change the submittal address at any time.

In order to ensure prompt processing, indicate clearly on the outside of the envelope the fact that envelope contains invoices for the CITY FACILITIES RECYCLING PROGRAM. The CITY may in writing, change the submittal address at any time.

10.2.4 INVOICE SUBMITTAL DEADLINE

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of this CONTRACT.

10.2.5 INVOICE APPROVAL AND PROCESSING

Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR's invoice and attachments and notify the CONTRACTOR of any exceptions or disputed items within 15 days of receipt of the

invoice. If an invoice is not properly submitted, then a new 15-day review period will begin upon receipt of a corrected invoice by the CITY. Once approved by the CITY, the CITY will make a good faith effort to process payments in 60 days. No expedition of payment or explanation of payment progress shall be made within the total 75-day processing period. To expedite the approval process, the CONTRACTOR is encouraged to submit draft invoices for review before submitting a final invoice.

10.2.6 DISCOUNTS

The CITY shall consider a shorter payment schedule should the CONTRACTOR offer a discount for more immediate payment; however, such discounts shall not be considered in the preparation of the RATE SCHEDULES.

10.2.7 LATE CHARGES

The CITY does not pay any late charges, penalties, or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges, or penalties incurred by the CONTRACTOR from any SUBCONTRACTOR or supplier for any items provided under the CONTRACT.

10.2.8 DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

10.2.9 RATE ADJUSTMENTS DUE TO CHANGES IN REGULATIONS

If State or Federal regulations are changed in a manner which may affect the rates described in this article, then the CITY and the CONTRACTOR shall enter into negotiations to modify the affected rates. All adjustments shall be based on evidence that the regulatory change has affected the UNIT RATE or percent markups as stated in this CONTRACT.

10.3 COST CEILING

The cost ceiling for this CONTRACT shall not exceed \$53,000,000. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY has notified the CONTRACTOR in writing that such cost ceiling has been raised and has specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this CONTRACT. In the absence of any specified notices, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the CONTRACT or because of termination. When and to the extent that the cost ceiling has been raised, any costs incurred by the CONTRACTOR in excess of the cost ceiling before such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONTRACTOR in excess of the Project Services Cost Estimate for any Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

10.4 COSTS INCURRED PRIOR TO FULL EXECUTION OF THIS CONTRACT

No cost incurred prior to full execution of this CONTRACT is eligible for payment by the CITY. Only if BOARD authorizes SANITATION to issue an Early Notice to Proceed to the CONTRACTOR, and subject to the CITY PROGRAM MANAGER's approval, may work be eligible for payment prior to CONTRACT execution.

10.5 CITY LIMITED TO OBLIGATION OF PRESENT APPROPRIATION

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

with the terms of this CONTRACT. No work shall create an immediate indebtedness, and indebtedness shall not arise against the CITY for said work until and unless there is an appropriation of funds to pay for the said work. The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this CONTRACT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work.

10.6 PAYMENT TO SUBCONTRACTORS

The CONTRACTOR shall ensure that payments to all SUBCONTRACTORS are issued within 30 days of receipt of the SUBCONTRACTORS' invoice from the CITY or directly from the SUBCONTRACTORS.

10.7 FALSE CLAIMS ACT

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

10.8 COST ESCALATION

The cost per year as specified in this Article shall be firm for the 12 months of this CONTRACT and will be adjusted as of the first anniversary of the CONTRACT execution date, to reflect the cumulative changes in the Consumer Price Index (CPI-U), not to exceed 5% each year.

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim Riverside Metropolitan area. On the second anniversary, the cost per year for the operation of the facility as specified in Article 4 shall be adjusted in accordance with the inflation factor as follows:

$$IN = (CPI-Ut - CPI-Ub) / CPI-Ub$$

Where:

IN = the annual inflation factor

CPI-Ut = the published CPI as of the anniversary date in the current fiscal year

CPI-Ub = the published CPI as of the first anniversary date

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this

AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

12.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 10/09, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

12.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 13 – INDEPENDENT CONTRACTORS

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or

any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 14.1 CONTRACTOR warrants that the work performed here under shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 14.5 Except as specified in [ARTICLE 12](#) and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR's negligent

performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 16 INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights,

trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 17 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under

this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR's CONTRACT with the CITY.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Person: Brian Ahn, Program Manager
Address: 1149 S Broadway, 10th Floor
Los Angeles, CA 90015

To CONTRACTOR:

Contact Person: Richard O'Henley, Southern California Technical Services
General Manager
Address: 1715 East Denni Street
Wilmington, CA 90744
Mobile 310-200-5262 Fax 310-835-4117

ARTICLE 20 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – DISPUTES

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

ARTICLE 23 – ENTIRE AGREEMENT

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

ARTICLE 26 – WAIVER

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

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- a) Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 28 – PERMITS

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

ARTICLE 29 – DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discounts to payments made under this AGREEMENT which meet the discount terms.

ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 31 – BREACH

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

ARTICLE 32 - NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

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

ARTICLE 33 - EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance,

CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 34 - AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere

to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program

provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the CONTRACT, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to

require or permit any act which is prohibited by law.

- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for

the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the CONTRACTOR's or supplier's work force to achieve the requirements of the CITY's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall

not be confidential and may be publicized by the CONTRACTOR at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR's employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement

lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR's evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.

5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY's Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
 - C. Where under the LWO Section 10.37.6(d), the CITY's Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. The AGREEMENT shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 37 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR's fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor

Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S) as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 39 – MINORITY, WOMEN, AND OTHER BUSINESS

ENTERPRISESUBCONTRACTOR OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 2001-26 regarding the Subcontractor Outreach Program for Personal Services Contracts greater. CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld. CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/OBE Utilization Profile, provided herein as Exhibit B, for each invoice as described in Article 10, listing current MBE/WBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 40 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.

- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY's Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit E and incorporated herein by this reference. CONTRACTOR certifies

that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE

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

ARTICLE 44 - FIRST SOURCE HIRING ORDINANCE

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.

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.

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

CITY OF LOS ANGELES

CONTRACTOR NAME

By: _____

By: _____

Title: Commissioner, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

CARMEN A. TRUTANICH, City Attorney

By: _____

EDWARD M. JORDAN

Title: Assistant City Attorney

Date: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CYNTHIA M. RUIZ
PRESIDENT

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January 20, 2011



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROIJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-2210
FAX: (213) 485-2979

PSC Environmental Services
425 Isis Avenue
Inglewood, CA 90301
Fax (805) 499-9696

City of Los Angeles Residential Special Materials, Conditionally Exempt Small Quantity Generator, Permanent Collection Sites and Mobile Collection Event Programs and E-Waste Transportation and Processing

Proposal Due Date: November 2, 2010

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Good Faith Effort (GFE) documentation submitted for the above mentioned project. We hope that this information will assist you prepare Good Faith Effort documentation on future projects. Based on our review, your GFE documentation is deemed:

1. **RESPONSIVE:** GFE documentation was submitted to our office by the required date and earned a passing score of out of 100 points. Please see the information below to check which indicators (if any) did not earn points.
2. **NON-RESPONSIVE** for one of the following reasons:

GFE documentation was not submitted to our office (points may have been awarded for Indicator 2).

GFE documentation was submitted to our office by the required date but **earned a score below the 75 points required for passing**. The evaluation resulted in a GFE score of **74** out of 100 points. Please see the information attached to check which indicators did not earn points.

GFE documentation was submitted after the deadline. However, in an attempt to be pro-active, our staff has evaluated the GFE documentation submitted by your firm. The evaluation resulted in a score of out of 100 possible points; 75 points are required for passing. Please be aware that this GFE evaluation cannot deem your bid responsive on this project; it is only meant to provide you with feedback for future projects on which you may bid. Please see the information attached to check which indicators (if any) did not earn points.



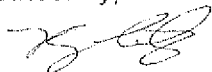
City of Los Angeles Residential Special Materials, Conditionally Exempt Small Quantity Generator, Permanent Collection Sites and Mobile Collection Event Programs and E-Waste Transportation and Processing

Proposal Due Date: November 2, 2010

Points Awarded	Indicator	Comment
N/A	#1: Level of Anticipated MBE/WBE Participation, No points	
10	#2: Attend Pre-Bid Meeting, 10 points	
10	#3: Sufficient Work Identified for Subconsultants, 10 points	
9	#4: Advertisement, 9 points	
15	#5: Written Notice to Subconsultants, 15 points	
10	#6: Follow-up On Initial Solicitation, 10 points	
5	#7: Plans, Specification, and Requirements, 5 points	
10	#8: Contacted Recruitment/Placement Organizations, 10 points	
0	#9: Negotiate in Good Faith, 26 points	Insufficient outreach with sub listed on Schedule A-1. Failed to Negotiate in Good Faith as a result of reason for selection being "relationship" with Huls Environmental. Written bids for self quoted items was not included.
5	#10: Bonds, Lines of Credit, and Insurance Assistance, 5 points	
74	Total Points Awarded	

If you would like to discuss this evaluation, please call Bryan Cowitz at (213) 485-3697 **no later than January 28, 2011**. Once again, this letter only reflects the outcome of the Good Faith Effort evaluation; it does not provide information related to the award of the project.

Sincerely,



Bryan Cowitz, Management Analyst
 Bureau of Sanitation
 Centralized Contracts Unit



January 24, 2011

Mr. Bryan Cowitz
Management Analyst
City of Los Angeles
Bureau of Sanitation
Centralized Contracts Unit

RE: Appeal of Non-Responsive Good Faith Effort documentation for City of Los Angeles Residential Special Materials, Conditional Exempt Small Quantity Generator, Permanent Collection Sites and Mobile Collection Event Programs and E-Waste Transportation and Processing Proposal

Dear Mr. Cowitz:

PSC respectfully submits this appeal to the Centralized Contracts Unit's ruling of "Non-Responsive" on our Good Faith Effort documentation on the above mentioned project. Furthermore, PSC respectfully requests that the City reconsider the non-responsive ruling and deem PSC's GFE documentation responsive for the following reasons.

PSC's GFE documentation meets/exceeds the intent of Mayoral Executive Directive 2001-26

PSC supports the City's MBE/WBE/OBE Subcontractor Outreach Program. As evidenced in our GFE documentation, PSC clearly satisfies the City's intent to provide an equal opportunity to participate in the performance of the City's contracts while at the same time providing the City with the best overall value for these services including price, performance, reliability and expertise.

	City's Anticipated Level	PSC's Proposed Level
MBE	12%	17%
WBE	4%	3%
Total Contract Value		
MBE	\$3,000,000	\$4,235,000
WBE	\$1,000,000	\$750,000

Centralized Contracts Unit Passed PSC's GFE documentation in preliminary review

A successful MBE/WBE program is vital to the Los Angeles community and fosters a sustainable economic growth. PSC understands this and supports the City's program. In an effort to ensure that PSC's response was sufficient, PSC requested a preliminary review of our GFE documentation. Our staff met with a Management Analyst from the City's Centralized Contracts Unit prior to submittal deadline. After conducting an initial review of PSC's paperwork and submittal documents no indication was made of potential issues that would result in a failure of our GFE. The act alone is a tribute to our dedication to the GFE process and we would have anticipated that any issue related to failure would have been noted during this preliminary review effort and therefore resolved.

"Insufficient outreach to sub listed on Schedule A-1" is a clerical error of PSC

PSC lists Visions Recycling as #37 on Schedule A-1 to perform latex recycling. PSC's initial attempts to contact Visions Recycling via fax number were unsuccessful because the phone number obtained from their web site was incorrect, additionally, due to initial timelines clerical staff failed to make contact via



telephone. Consequently, PSC was unable to request a quote from Visions Recycling. The listing of Visions Recycling on Schedule A-1 is a clerical error on the part of PSC. PSC has corrected this error and attached an amended Schedule A-1.

Poor choice of word "relationship" in documenting reason for selecting Huls Environmental

The City's review of PSC's GFE documentation indicates a failure "to negotiate in good Faith as a result of reason for selection being 'relationship' with Huls Environmental". PSC is committed to providing our clients with the best overall value for services. The best value is reflected not only in our competitive pricing but also in our performance, reliability and expertise. PSC intends to partner only with the most qualified, reliable and competitive sub-contractors to ensure regulatory compliance and reduce the City's liability as it pertains to the RSM contract.

The term 'relationship' as a reason for non-selection is a poor choice of words. This term was only used to demonstrate PSC's knowledge of the work provided by this sub-contractor as experienced and reliable. The best choice of words as reason for non-selection is simply experience and price as indicated in many of the other work areas. I assure you that PSC evaluated all responding sub-contractor quotes fairly and honestly, based on the same criteria of industry-specific experience and pricing. Please note that there were a total of seven selected vendors in the same category, Work Area #1, and all were selected in an area that they were experienced and competitively priced.

Failure to submit self-quote for items designated as self-perform

PSC did provide self quotes, but some supply items were not captured in error on the initial self quotes. At the request of the City PSC provided updated quotes and listed the 3rd party vendors used to provide these materials, but did not provide documentation on the actual costs from the 3rd party. Attached you will find these costs from Abatix, Clean Earth, Home depot and Navajo Pallet.

In closing, PSC respectfully requests that the City reconsider the non-responsive ruling and deem PSC's GFE documentation responsive. Should you have any questions or concerns or require additional information, please do not hesitate to contact me at (818) 201-8701 or ctaylor@pscnow.com. Thank you for your consideration.

Sincerely,
PSC Environmental Services

Cherri Taylor
Cherri Taylor
IIIW Business Development Mgr
425 Isis Ave., Inglewood, CA 90301
PH (818) 201-8701
Fax (805) 499-9696

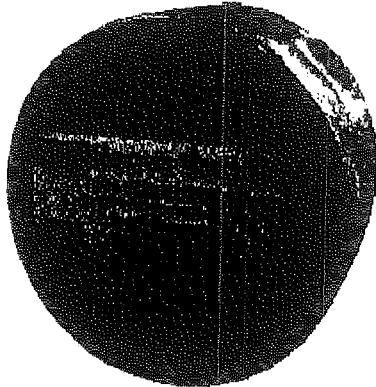
Enclosure: Schedule A-1, PSC self quotes



More saving. More doing.™

Welcome. (Sign in or Register) Dallas, TX is your

Share Email Print



Zoom View

Nashua Tape 300 Silver Heavy Duty Duct Tape, 1.89 In. x 60 Yd. (48mm x 55m) per roll, 2-Pack

Model # 3000020221 Store SKU # 915150

★☆☆☆ 1/5 Reviews (2) Write a Review

\$7.96 /PK-Package

\$3.98/ea

Product Outline
Add to My List
Check Store Inventory

SHOPPERS WHO VIEWED THIS ITEM ALSO VIEWED

Handmade Industrial Sewing Tape White 5/8" x 1/2" x 100'

\$45.96/Each

Adjustable 20 in. to 46 in. Splice Sewer Maximum Dryer...

\$17.99/Each

ProFiber Dryer To Fuel Connector Kit

\$15.99/Each

Description

Contractor Heavy Duty 2-Pack Duct Tape. For heavier-duty household maintenance and basic contractor applications. 2-Pack, 10 mil thick. Versatile PF-coated cloth tape. Conforms well to irregular surfaces. Adheres to a variety of substrates.

Thick tape sticks better and lasts longer
Tested in accordance with UL-723, ASTM E84-09p. Meets HUD and BOCA codes
Low VOC's
Made in USA
MFG Brand Name: Nashua Tape
MFG Model #: 3000020221
MFG Part #: 3000020221

Specifications

Assembled Depth (in.): 6.04 in
Assembled Height (in.): 3.78 in
Assembled Width (in.): 0.04 in
Color Family: Grays
Color/Finish: Silver
Energy Star Compliant: No
Feet per roll: 360
Item Package Type: No Package
Item Weight: 2.6 lb
Material: Cloth
Maximum application temperature (F): 80
Maximum hold temperature (F): 200
Minimum application temperature (F): 40
Minimum hold temperature (F): 40
Peel backing: No
Tape Length (ft.): 300 ft
Temperature Range: 40-200F (Operating), 40-80F (Application)
Thickness (mm): 10
Width: 1.89 in
Width (in.): 1.89

More Info

Warranty

For warranty information on this product, please call our Internet Customer Service Center at 1-800-435-4654.

Shipping

11



ORDER ACKNOWLEDGEMENT

10051 Painter Avenue
 Santa Fe Springs, CA 90670
 562-944-3445

Order Number: 1693397
 Order Date: 7/20/2010 17:41:46
 Page: 2 of 2

Quantities			Item ID	Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining					
9.00	0.00	0.00	16S2277-4XL	Tyvek SMS Standard Coverall, 25/Case Sz 4XL	CS	54.5000	490.50
10.00	0.00	0.00	TYCAC30	AC30 Abatix Silver Duct Tape 2" 24/CS	CS	98.0000	980.00
10.00	0.00	0.00	TYCAC30-3	AC30 Tape Duct 1" 16mil Silver 16/CS	CS	98.0000	980.00
10.00	0.00	0.00	FAT.911	Falcon Air Horn	EA	12.6900	126.90
10.00	0.00	0.00	LAGUVS88000	DISPENSER, BOX SEAL TAPE, 2	EA	7.2000	72.00
108.00	0.00	0.00	TAPI1100	2" Clear Shipping Tape 1 Each	EA	2.5000	270.00

Tyvek
 7/20 2.18/ea
 - \$4.08/roll

Order Line Notes: 3 CASES (36 PER CASE)

Total Lines: 18

SUB-TOTAL: 12,787.15
 TAX: 1,246.77
 AMOUNT DUE: 14,033.92

Clean Earth

SYSTEMS, INC.
NATIONAL ACCOUNT PRICING for PSC

PRODUCT DESCRIPTION	MINIMUM QUANTITY	DELIVERED PRICING UNLESS MARKED + SHIPPING
3 wall Haz-Mat Box & Liner	80 BOXES	\$30.97
PSC Low Profile Box & Liner	80 BOXES	\$27.50
PSC Low Profile Box only		\$24.50
Clean-Pak	80 BOXES	\$38.00
Flex-Pak Flap	80 BOXES	\$45.13
55 Gallon Lab-Pak	80 BOXES PER SIZE	\$12.98
30 Gallon Lab-Pak	80 BOXES PER SIZE	\$7.77
20 Gallon Lab-Pak	80 BOXES PER SIZE	\$7.40
10 Gallon Lab-Pak	80 BOXES PER SIZE	\$5.44
5 Gallon Lab-Pak	80 BOXES PER SIZE	\$4.40
5 Gallon Black Re grind Screw Top Poly Pail	168 POLY PAILS	\$6.35
5 Gallon Snap Top Pail	120 SNAP TOP PAILS	\$6.25
4 FT Light Bulb Box	100 BOXES PER SIZE	\$11.22
8 FT Light Bulb Box	100 BOXES PER SIZE	\$9.25
4 FT UN Bulb Pak	100 BOXES PER SIZE	\$12.10
8 FT UN Bulb Pak	100 BOXES PER SIZE	\$15.49
CFL UN Bulb Pak	100 BOXES PER SIZE	\$12.43
Battery Pak Kit	NO MINIMUM	\$79.00 + SHIPPING





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EXPERIENCE THE DIFFERENCE.

1-800-451-2222

Search Box

Keyword

GO

Advanced Search

PRODUCT LISTING

Maximum Performance



Maximum Quality

- Abatix MAX Products
- Sand Poly Tape
- Chemicals and Spill
- Electrical and Lighting
- Environmental Equipment
- Facility Maintenance
- Hand Tools
- Inside Supplies
- Power Tools
- Protective Clothing
- Safety Equipment
- Restoration Products
- Wind Energy Industry

Home >> Item Detail

Item Details

Item Code: PLY420B
Description: Poly Sheeting 20'x100'x4 mil.

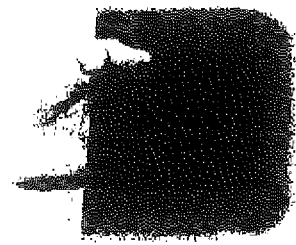
Poly Sheeting For The Construction Industry Sizes Vary From 0', 10', 14', 20', & 40' Widths Mil Thicknesses Of 1.5, 2, 4, 6, 10, and 20 Comes In Clear & Black As Well As Fire Retarded

Price: \$54.85/roll

Quantity: 1

Bag Size: 1

Unit Size: 1



54.85/roll
 20 x 100 x 4 mil.

View our new Web Store!

* Email Address

* Password

(Make sure it's not the same!)

Register

or log in

RESOURCES:

Product literature and general information

MSCS Database industry links

Abatix News, News, and Product Updates

Website & Security

Copyright 2010 - Abatix Corp.

Invoice

Number: 1290

Date: November 12, 2010

Bill To:

PSC
425 Isis Street
Inglewood, CA 90301

RECEIVED
NOV 23 2010
BY:

Ship To:

1145 E. Taylor St

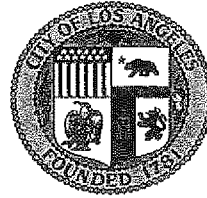
PO#1-122449

PO Number	Terms	Ship Via
M-67	15 Days	Delivery

Description	Quantity	Price	Tax 1	Amount
36 x 36 Repaired Pallet	150.00	3.25		487.50
48 x 42 Repaired Pallet psc	150.00	4.25		637.50
Sub-Total				1,125.00
State Tax 0.00% on 0.00				0.00
Total				1,125.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$4,710.00	\$2,192.50	\$0.00	\$2,347.50	\$9,250.00

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

TRANSMITTAL 5

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-2210
FAX: (213) 485-2979

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February 7, 2011

PSC Environmental Services
425 Isis Avenue
Inglewood, CA 90301
Fax (805) 499-9696

City of Los Angeles Residential Special Materials, Conditionally Exempt Small Quantity Generator, Permanent Collection Sites and Mobile Collection Event Programs and E-Waste Transportation and Processing

Proposal Due Date: November 2, 2010

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to acknowledge receipt of your protest of the Good Faith Effort evaluation on January 25, 2011. Per the language of the Request for Proposals (RFP), "failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection." Therefore, because PSC was unable to provide any documentation or outreach material supporting Visions Recycling listing on the Schedule A-1, PSC's bid will be deemed non-responsive. In addition, the RFP also states, "if the proposer elects to perform a listed work area with its own staff, include an explanation." Being the case, if PSC rejects all other quotes listed for a specific item in a work area (e.g. 20'50' visqueen or cubic yard box) and fails to provide any outreach materials (e.g. bids or quotes), a proposer shall not have negotiated in good faith and therefore be deemed non-responsive. With regards to the Huls Environmental "relationship" reason for non-selection, a matrix comparing "experience" and "pricing" against all other submitted bids or quotes provided by subconsultants for this area of work would have been recommended.

Therefore, after careful review, the Centralized Contracts Unit is not able to award any additional points as a result of the protest of Good Faith Effort (GFE) documentation submitted for the above mentioned project. Based on our review, your GFE documentation remains Non-Responsive as the GFE score totaled 74 out of 100 points, which is below the 75 points required for passing.

If you would like to discuss this evaluation, please call Bryan Cowitz at (213) 485-3697. Once again, this letter only reflects the outcome of the Good Faith Effort evaluation; it does not provide information related to the award of the project.

Sincerely,


Bryan Cowitz, Management Analyst
Bureau of Sanitation
Centralized Contracts Unit

