

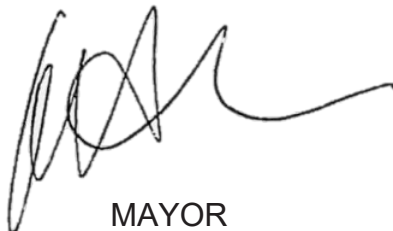
0150-11987-0000

TRANSMITTAL

TO The Council	DATE 02/09/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

Proposed Amendment for Clean Harbors Contract for the Bureau of Street Services

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



MAYOR

MWS:NCT:06220042t

(Andre Herndon for)

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: 01-20-22	C.D. No. Citywide	CAO File No.: 0150-11987-0000
Contracting Department/Bureau: Department of Public Works, Bureau of Street Services		Contact: Melinda Chou	
Reference: Request of the Board of Public Works, dated October 22, 2021; referred for report by the Mayor on November 9, 2021.			
Purpose of Contract: Routine and 24 Hour Emergency Hazardous Waste Management Services			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: November 1, 2012 to November 1, 2023	
Contract/Amendment Amount: Proposed amount \$ 3.3 Million + Prior award(s) \$ 7.7 Million = Total \$ 11 Million			
Source of funds: Various funding sources.			
Name of Contractor: Clean Harbors Environmental Services, Inc.			
Address: 2500 East Victoria Street, Compton, CA 90220			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City 0.65%			
8. Business Inclusion Program			
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		


RECOMMENDATION

That the Mayor authorize the President of the Board of Public Works (or two members of the Board) to execute a proposed Supplemental Agreement with Clean Harbors Environmental Services, Inc. from November 21, 2020 to November 1, 2023 and forward this request to the Council for consideration.

SUMMARY

The Bureau of Street Services executed a contract with Clean Harbors by piggybacking upon the competitive process used by the Bureau of Sanitation. The term of the original contract began on November 1, 2012 and went for five years.

Street Services and Sanitation both executed First Amendments that extended the term of the contracts from November 2, 2017 to November 1, 2020. Sanitation executed a Second Amendment with Clean Harbors that extended the term of their contract to November 1, 2023. However, Street Services was not able to execute a Second Amendment in a timely manner and now requests approval of a Supplemental Agreement, in lieu of a Second Amendment, to extend their contract with Clean Harbors until November 1, 2023, in alignment with the Sanitation/Clean Harbors contract.

David Hirano for Nichole Trujillo			
NCT	Analyst	06220042	City Administrative Officer

Consistent with Los Angeles Administrative Code (LAAC) Section 10.5, this Supplemental Agreement requires Council approval as it exceeds three years in term. The financial obligation of the City is limited to the extent of appropriations approved by the Council and Mayor.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact. Sufficient funds exist within the current Adopted Street Services Budget.

FINANCIAL POLICIES STATEMENT


The recommendation complies with the Financial Policies in that current appropriations are available to support work issued under these contracts.

MWS:NCT:06220042

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
 BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO.1

Date: October 22, 2021
 COUNCIL DISTRICT: ALL

ADOPTED BY THE BOARD
 PUBLIC WORKS OF THE CITY
 of Los Angeles California
 AND REFERRED TO THE MAYOR
 OCT 22 2021
 AND REFERRED TO THE CITY COUNCIL

 Executive Officer
 Board of Public Works

REQUEST TO EXECUTE A SUPPLEMENTAL AGREEMENT TO CONTRACT C-124108 FOR ROUTINE AND 24-HOUR EMERGENCY RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES (WO #M9600002)

RECOMMENDATIONS

That the Board of Public Works (Board):

APPROVE and **FORWARD** this report with transmittals to the Mayor (pursuant to Mayoral Executive Directive No. 3 - Villaraigosa Series) and City Council requesting the following:

1. **AUTHORIZE** the Board to approve the Supplemental Agreement to Personal Services Contract (PSC) C-124108 between the City of Los Angeles Bureau of Street Services (StreetsLA) and Clean Harbors Environmental Services, Inc. (Clean Harbors) for routine and 24-hour emergency response hazardous waste management services through November 1, 2023, and increase the contract ceiling from \$7.7 million to \$11 million; and
2. **AUTHORIZE** the President or two members of the Board to execute the Supplemental Agreement with Clean Harbors.

TRANSMITTALS

1. StreetsLA Board Report adopted June 9, 2014 authorizing StreetsLA to utilize the Bureau of Sanitation (LASAN) PSC C-121334 with Clean Harbors and execute its own contract PSC C-124108 with Clean Harbors through November 1, 2017;
2. LASAN Board Report adopted October 23, 2017 authorizing LASAN to exercise the first 3-year renewal option contained in PSC C-121334 with Clean Harbors, extending the contract period to November 1, 2020;
3. StreetsLA Board Report adopted December 18, 2017 authorizing StreetsLA to execute Amendment No. 1 to PSC C-124108 for the continued usage of LASAN PSC Contract C-121334 through November 1, 2020 (BPW-2017-1179);
4. LASAN Board Report adopted November 22, 2019 authorizing LASAN to execute Amendment No. 1 to PSC C-121334 to exercise the second 3-year renewal option to extend the contract period to November 1, 2023 (BPW-2019-0963);

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

BUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO.1

Date: October 22, 2021

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5. Memo from LASAN dated October 20, 2020 authorizing StreetsLA to continue utilizing LASAN PSC C-121334 for an additional three years through November 1, 2023; and
6. Proposed Supplemental Agreement to PSC C-124108 with StreetsLA and Clean Harbors extending the contract period to November 1, 2023.

FISCAL IMPACT STATEMENT

The contract ceiling will be \$11,000,000 for the entire contract term, which equates to approximately \$1.1 - \$1.5 million annually depending on workload. Funds are available in the annual StreetsLA Budget - Fund No. 100/86, Contractual Services Account No. 003040. Future year funding is contingent upon City Council approval.

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

DISCUSSION

Background

The Bureau of Street Services (StreetsLA) is responsible for maintaining the public right-of-way in commercial, industrial, and residential areas. In addition, StreetsLA is responsible for the pump out cleaning of the La Brea Tar Pits oil seepage sumps and the clarifiers at StreetsLA city-owned facilities. Occasionally, an individual or company may spill or leave used oil or other hazardous waste materials on City streets, alleys, or sidewalks which creates a threat to public safety and property. StreetsLA does not have the necessary resources and equipment to pump out, clean, pick up, and properly dispose of hazardous waste products.

Prior to 2006, the Department of General Services, maintained the Citywide hazardous waste management services contract. However, in 2006, the responsibility for establishing new contracts was assigned to each individual City department. The Bureau of Sanitation (LASAN) took the lead in developing a hazardous waste management contract. City departments can utilize or 'piggy-back' with their contract process to create their own departmental contracts, based on the LASAN contract. LASAN Personal Services Contract (PSC) with Clean Harbors Environmental Services, Inc. (Clean Harbors) for hazardous waste management services was executed in November 2012

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BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
Date: October 22, 2021

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with an initial term of five years expiring November 1, 2017, with two 3-year renewal options (C-121334).

In June 2014, the Board authorized StreetsLA to utilize or 'piggyback' on the LASAN PSC C-121334 with Clean Harbors and execute a separate contract PSC C-124108 with Clean Harbors for the term commencing June 11, 2014 through November 1, 2017 (Transmittal No. 1).

In October 2017, the Board authorized LASAN to exercise the first renewal option to PSC C-121334 for an additional three years expiring November 1, 2020. Subsequently, the Board authorized StreetsLA to execute Amendment No. 1 to the StreetsLA PSC C-124108 with Clean Harbors for the continued utilization of hazardous waste management services, also with an expiration date of November 1, 2020 (Transmittal Nos. 2 & 3).

In November 2019, the Board authorized LASAN to exercise the second renewal option and to increase compensation and extend the contract term through November 1, 2023 (Transmittal No. 4). This Amendment was approved by the City Council in February 2020 per Council File 12-1367-S4. While StreetsLA had intended to execute its own Amendment No. 2, prior to its expiration, and extend the term of PSC C-124108-1 through November 1, 2023, i.e., mirroring LASAN PSC, it did not happen as planned. Therefore, PSC C-124108-1 expired on November 1, 2020. Since StreetsLA has a continuous need for the services of Clean Harbors, StreetsLA recommends that the Board approve a Supplemental Agreement between StreetsLA and Clean Harbors to continue those services for three additional years through November 1, 2023. LASAN has authorized StreetsLA to continue utilizing LASAN's contract with Clean Harbors (Transmittal No. 5).

The StreetsLA proposed Supplemental Agreement term mirrors the recent LASAN Clean Harbors PSC Amendment No. 2 relating to PSC C-121334, inclusive of a ratification clause commencing services starting November 2, 2020 to ensure continuity of services (Transmittal No. 6).

TERM OF THE AGREEMENT

The term of this Supplemental Agreement shall cover services from November 2, 2020 through November 1, 2023.

MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

At the time of distribution of the Request for Proposals (RFP) for LASAN PSC C-121334, the City had established an MBE/WBE/OBE Subcontractor Outreach Program with anticipated MBE and WBE participation levels of 12.00 and 4.00 percent, respectively. At

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JOINT BOARD REPORT NO.
Date: October 22, 2021

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the time of contract award, Clean Harbors' pledged participation levels were 6.32 percent MBE, 1.36 percent WBE, and 2.60 percent OBE. However, it should be noted that those pledges were based on levels established for Clean Harbors' contract with LASAN, which has different hazardous waste management needs (mostly household waste) compared to those of StreetsLA (oil seepage sumps, clarifiers at StreetsLA City-owned facilities, and street waste on City streets). Moreover, since Clean Harbors' services for StreetsLA are requested on an as-needed basis, utilization of specific subcontractors depend on actual services requested and will inevitably vary from the pledged levels on LASAN's PSC.

As of December 31, 2020, Clean Harbors has achieved participation levels of 0.57 percent MBE, 1.35 percent WBE, and 38.45 percent OBE on StreetsLA PSC C-124108. Upon approval of this Supplemental Agreement through to November 1, 2023, Clean Harbors has pledged participation levels of 0.57 percent MBE, 1.35 percent WBE, and 38.45 percent OBE (which is based on the achieved participation levels through December 31, 2020 under this PSC rather than the pledged participation levels under LASAN PSC C-121334).

Clean Harbors has achieved the following subcontractor participation levels as of December 31, 2020:

Gender / Ethnicity Codes:

AA = African American
APA = Asian Pacific American
NA = Native American
M = Male

HA = Hispanic American
SAA = Subcontinent Asian American
C = Caucasian
F = Female

Subcontractor	MBE/ WBE/ OBE	Gender/ Ethnicity	Amount Invoiced (\$)	Percentage (%)
Cruz Containers, Inc.	MBE	M/HA	\$34,649	0.57%
Ocean Blue Environmental Services, Inc.	WBE	F/HA	\$82,544	1.35%
West Coast Environmental Solutions	OBE	-	\$1,684	0.03%
DeMenno Kerdoon	OBE	-	\$2,346,699	38.42%
Total MBE Participation			\$34,649	0.57%
Total WBE Participation			\$82,544	1.35%
Total OBE Participation			\$2,348,383	38.45%
Total MBE/WBE/OBE Participation			\$2,465,576	40.37%
Total Invoiced Amount				\$6,108,173

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Date: October 22, 2021

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Upon approval of this Supplemental Agreement through November 1, 2023, Clean Harbors has pledged the following subcontractor participation levels:

Subcontractor	MBE/ WBE/ OBE	Gender/ Ethnicity	Amount Invoiced (\$)	Percentage (%)
Cruz Containers, Inc.	MBE	M/HA	\$62,398	0.57%
Ocean Blue Environmental Services, Inc.	WBE	F/HA	\$148,651	1.35%
West Coast Environmental Solutions	OBE	-	\$3,033	0.03%
DeMenno Kerdoon	OBE	-	\$4,226,091	38.42%
Total MBE Participation			\$62,398	0.57%
Total WBE Participation			\$148,651	1.35%
Total OBE Participation			\$4,229,124	38.45%
Total MBE/WBE/OBE Participation			\$4,440,173	40.37%
Total Contract Ceiling Amount				\$11,000,000

COMPLIANCE WITH THE CITY'S NON-DISCRIMINATION POLICIES

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

CONTRACTOR RESPONSIBILITY ORDINANCE

Clean Harbors is subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Division 10, Chapter 1, Article 14, of the L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the bidder's/proposer's contract subject to termination pursuant to the conditions expressed therein.

CONTRACTOR PERFORMANCE EVALUATION

The quality of the work performed by the contractor will be monitored in accordance with the Contract Performance Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the LAAC] and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of these personal services contracts shall

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

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JOINT BOARD REPORT NO.1

Date: October 22, 2021

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submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts.

NOTIFICATION OF INTENT TO CONTRACT

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on March 29, 2018.

CHARTER SECTION 1022

LASAN requested a Charter Section 1022 determination from the CAO for the specific contracted services. The CAO issued the 1022 determination report August 26, 2009. The CAO 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.

HEADQUARTERS ADDRESS AND WORKFORCE INFORMATION

The headquarters of Clean Harbors is located at 42 Longwater Dr, Norwell, MA 02061.

The local office is located at 2500 East Victoria Street, Compton, CA 90220.

Nationwide, Clean Harbors employs 7,799 staff members, of which 0.65%, or 51 staff members of its workforce reside in the City of Los Angeles (per LASAN Board Report dated November 22, 2019).

CITY ATTORNEY REVIEW

The City Attorney has approved the Supplemental Agreement as to form.

(Signature Page to Follow)

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
Date: October 22, 2021

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SIGNATURE PAGE

Respectfully Submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation



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Stephanie Clements
Date: 2021.08.26 08:36:07
-07'00'

for

KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services (StreetsLA)

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



Lynda McGlinchey (Sep 16, 2021 14:29 PDT)

LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration



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

APPROVED AS TO FUNDS:



MIGUEL DE LA PENA, Director

Office of Accounting

Date: 9/16/2021

Fund 100, Dept. 86, Appr. #003040, \$11,000,000

KM/SHC:mc

Questions regarding this Report may be referred to:
Melinda Chou - Senior Management Analyst II
StreetsLA's, Contract Services | melinda.chou@lacity.org

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 1

Date: June 9, 2014


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CD: ALL

Honorable Board of Public Works
of the City of Los Angeles

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

JUN - 9 2014


Executive Officer

Commissioners:

**REQUEST TO UTILIZE BUREAU OF SANITATION CONTRACT NUMBER
C-121334 TO PROVIDE ROUTINE AND 24-HOUR EMERGENCY RESPONSE
HAZARDOUS WASTE MANAGEMENT SERVICES**

RECOMMENDATIONS

1. Authorize the Bureau of Street Services (BSS) to utilize the Bureau of Sanitation (BOS) existing contract number C-121334 with Clean Harbors Environmental Services (Clean Harbors) to provide routine and 24-hour emergency response hazardous waste management services; and
2. Approve the addenda to the BOS contract with Clean Harbors; and,
3. Authorize the Director of Street Services to execute the contract with Clean Harbors.

FISCAL IMPACT STATEMENT

Funds are available in the Bureau of Street Services Fund 100, Department 86, Operating Supplies Account 006020 and Contractual Services Account 003040.

TRANSMITTAL

1. Addendum to Bureau of Sanitation Contract No. C-121334
2. Copy of Bureau of Sanitation Contract No. C-121334

DISCUSSION

The Bureau of Street Services (BSS) is responsible to maintain the public right-of-way in commercial, industrial and residential areas. In addition, the BSS is responsible for the pump out cleaning of the La Brea Tar Pit oil seepage sumps and the clarifiers at the BSS city-owned facilities. Occasionally, an individual or company may spill or leave used oil or other hazardous waste materials on City streets, alleys or sidewalks which creates a threat to public safety and property. The BSS does not have the necessary resources and equipment to pump out, clean, pick up and properly dispose of hazardous waste products.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 1

Date: June 9, 2014

PAGE 2 OF 2

Previously, the General Services Department maintained citywide hazardous waste management services contracts. However, the responsibility for establishing new contracts for these services has been assigned to individual City departments. Clean Harbors Environmental Services (Clean Harbors) provides both routine and 24-hour emergency response hazardous waste management services under contract C-121334 with the Bureau of Sanitation (BOS).

There is a continuous need for BSS to respond to service calls to clean-up, dispose and recycle hazardous or spilled waste found or spilled within the City public-right-of way, the La Brea Tar Pits oil seepage sumps and the clarifiers at the BSS city-owned facilities. Therefore, BSS requests to utilize BOS existing contract C-121334 with Clean Harbors to provide both routine and 24-hour emergency response hazardous waste management services. Furthermore, BSS requests that the Board approve the addenda to the BOS existing contract with Clean Harbors (see Transmittal #1).

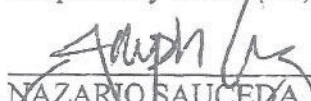
SOURCE OF FUNDS

It is estimated that the annual usage for this contract will be approximately \$1,100,000. Sufficient funds are available for this contract within the Bureau of Street Services Fund 100, Department 86, Operating Supplies Account 006020 (\$800,000) and Contractual Services Account 003040 (\$300,000).

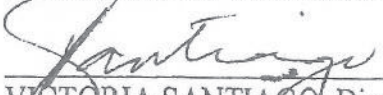
The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions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

(DBR KM JC WB HC)

Respectfully Submitted,


for NAZARIO SAUCEDA, Director
Bureau of Street Services

APPROVED AS TO FUNDS:


VICTORIA SANTIAGO, Director
Office of Accounting

CONTRACT SUMMARY SHEET

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

DATE: June 23, 2014 **

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Board of Public Works

CONTACT PERSON: David P. Chanquin PHONE: 213 978-0260

CONTRACT NO.: C-124108 COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A

APPROVED BY BPW: 06/09/2014
DATE

NEW CONTRACT x
AMENDMENT NO.
ADDENDUM NO. x
SUPPLEMENTAL NO.
CHANGE ORDER NO.

CONTRACTOR NAME: Clean Harbors Environmental

TERM OF CONTRACT: 06/12/2014 THROUGH: 11/01/2017

TOTAL AMOUNT: Approximately \$1,100,000.00 Annually

PURPOSE OF CONTRACT:

For the Bureau of Street Services to utilize the Bureau of Sanitation's Contract Number C-121334 to provide routine and 24-hour Emergency Response Hazardous Waste Management Services.

** June 23, 2014 - For this Bureau of Street Services Addendum, please replace the contract number C-121334 with a new, separate contract number C-124108

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

PRINT

Contract Between
Clean Harbors Environmental Services
And
City of Los Angeles
Department of Public Works Bureau of Street Services

This Addendum to Contract C-¹²⁴¹⁰⁸~~121334~~ is made and entered into between the City of Los Angeles (CITY) and Clean Harbors Environmental Services (Contractor).

WHEREAS, the Bureau of Street Services, in the course of its routine operations, generates hazardous waste materials which must be disposed of in a safe and responsible method;

WHEREAS historically, the Bureau of Street Services has disposed of such waste materials by a vendor who enters into a City-wide agreement through the CITY, General Services Department (GSD); and

WHEREAS, GSD is now unable to renew a City-wide agreement for these services and has instead directed user departments to establish their own agreement; and

WHEREAS, the CITY, based on previous work provided by this contractor while under contract with GSD, has determined that this service would be a benefit to the Department of Public Works; and

WHEREAS, the CONTRACTOR has been successfully contracted by the CITY to provide routine and 24-hour emergency hazardous waste management services, and

WHEREAS, the Bureau of Sanitation (BOS) has agreed to allow the Bureau of Street Services to utilize the BOS contract,

NOW, THEREFORE, in consideration of the premises, covenants, and conditions contained herein to be kept and performed by the respective parties, it is hereby mutually agreed that:

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

No changes to these requirements.

ARTICLE 2 **DEFINITIONS**

No changes to these requirements with the exception of modifications to:

DIRECTOR: Director of the Bureau of Street Services

And addition of:

RCRA: Resource Conservation and Recovery Act

STREET SERVICES: The Bureau of Street Services of the City of Los Angeles

ARTICLE 3 **PROJECT DESCRIPTION**

No changes to these requirements.

ARTICLE 4

RESPONSIBILITIES AND TASKS TO BE PERFORMED BY THE CONTRACTOR

No changes to these requirements except for the addition of Street Services to **4.5.3 ROUTINE AND EMERGENCY SERVICES** and the following:

CONTRACT services shall include but not be limited to providing all required services for Routine Response Services to contain, identify, clean up, package and transport hazardous waste and non-hazardous waste found or spilled within the CITY or at facilities operated by the BSS to CITY-approved TSDF.

CONTRACTOR must provide 24-hour, seven-days-a-week Emergency Response (E/R) Services to contain, identify, clean up, package, transport and dispose/recycle (including preparing the necessary transportation documents, labeling, marking and placarding) hazardous waste and non-hazardous waste found or spilled within the CITY or at facilities operated by the BSS.

In addition, the CONTRACTOR must provide all necessary personnel, materials, supplies and record-keeping for E/R and proper waste management. Also, technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs), as well as training for CITY employees, must be available through the CONTRACTOR.

The CONTRACTOR shall provide routine clean-up services of the clarifiers and disposal services of the non-RCRA non-hazardous waste generated at facilities operated by the BSS.

The CONTRACTOR shall maintain response capability including necessary personnel; operate necessary response vehicles and maintain necessary equipment and supplies in order to provide routine pump out and disposal of non-RCRA, non-hazardous wastewater runoff inside the clarifiers, as well as the stormwater runoff found in the appurtenant structures related to drainage and sumps at the following Bureau of Street Services facilities:

<u>FACILITY</u>	<u>ADDRESS</u>	<u>EST. ANNUAL PUMPS</u>
Southeast Yard	4206 S. Main St, LA 90003	12
Southwest Yard	5860 S Wilton Pl, LA 90047	26
Westchester Yard	5323 W 111th St, LA 90045	12
Venice Yard	2000 W Abbott Kinney, Venice 90018	12
Central Yard	1274 W 2nd St, LA 90026	12
East Yard	452 N San Fernando Rd, LA 90031	12
Hollywood Yard	6640 Romaine St, LA 90038	12
6th Street Yard	1451 E 6th St, LA 90021	12
Bel Air Yard	11165 Missouri Ave, LA 90025	12
North Hollywood Yard	10811 W Chandler Blvd, NH 91601	12
Sunland Tujunga Yard	9401 Wentworth St, Sunland 91040	12
Van Nuys Yard	15145 Oxnard St, Van Nuys 91411	12
Reseda Yard	6015 Baird Ave, Tarzana 91356	12
Palisades Yard	1479 Stoner Ave, LA 90025	12
Granada Hills Yard	10210 Etiwanda Ave, Northridge 91325	18
Topanga Yard	9324 Topanga Canyon Rd, Chatsworth 91311	12

ARTICLE 5

KEY CONTRACTOR PERSONNEL

No changes to these requirements.

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

No changes to these requirements except for the addition of:

The Bureau of Street Services (BSS) shall manage the Routine Services program at BSS facilities and manage the BSS 24 hour emergency response program. The responsibilities of the BSS shall include but not be limited to contacting the CONTRACTOR for each task, determining the collection site, schedules, operation hours, staffing, equipment requirements and issuing a Notice to Proceed. The BSS shall have the sole authority to sign all legally required shipping documents. The BSS shall conduct safety inspections as it deems necessary. The BSS shall verify all legally required permits and documents and shall perform such audits as it deems necessary. The BSS shall review, approve, and process all invoices submitted by the CONTRACTOR and shall process payment in an expeditious manner. The PROGRAM MANAGER will represent the BSS in all matters within the scope of needed tasks as describe in this Contract.

ARTICLE 7 thru ARTICLE 9

No changes to these requirements.

ARTICLE 10 **COMPENSATION, INVOICING, AND PAYMENT**

No changes to these requirements with the exception of modifications to:

10.2.3 **INVOICE SUBMITTAL**

The CONTRACTOR shall submit all STREET SERVICES invoices to:

Victoria Villa-Agustin, Division Manager
City of Los Angeles, Bureau of Street Services
Financial Management Division
1149 S. Broadway, Suite 400
Los Angeles, CA 90015-2213

In order to ensure prompt processing, indicate clearly on the outside of the envelope the fact that the envelope contains invoices for Routine Services and/or Emergency Services for Street Services.

10.3 **COST CEILING**

No changes to this section except for the addition of this statement:

The Bureau of Street Services' estimated annual usage will be approximately \$1.1 million dollars.

ARTICLE 11 thru ARTICLE 18

No changes to these requirements.

ARTICLE 19 **CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

No changes to these requirements with the exception of modifications to:

To STREET SERVICES:

Contact Person: Shufan Wei, Program Manager
Address: Bureau of Street Services, Financial Management Division
 1149 S. Broadway, Suite 400
 Los Angeles, CA 90015-2213

ARTICLE 20 thru ARTICLE 44

No changes to these requirements.

IN WITNESS WHEREOF, the parties executed this Contract Agreement on the dates indicated.

THE CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS:

By: [Signature]
KEVIN JAMES, President
Board of Public Works

Date: 6-10-14

CONTRACTOR

By: [Signature]
Mark Mooney, Regional Vice President of Sales
Clean Harbors Environmental Services, Inc.

Date: 5/20/2014

**APPROVED AS TO FORM:
MICHAEL FEUER
City Attorney**

By: [Signature]
Date: 6/4/14

**ATTESTED:
HOLLY L. WOLCOTT
Interim City Clerk**

By: [Signature] *Veronica Warner vew*

Date: 6/23/14



124108 vew
C - ~~121334~~ - Addendum

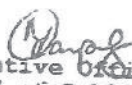
DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
DATE: OCTOBER 23, 2017

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

OCT 23 2017

CD: ALL


Executive Officer
Board of Public Works

AUTHORITY TO EXERCISE THE FIRST THREE (3)-YEAR RENEWAL OPTION CONTAINED IN PERSONAL SERVICES CONTRACT C-121334 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR THE MANAGEMENT OF THE CITY OF LOS ANGELES' RESIDENTIAL SPECIAL MATERIALS AND/OR ROUTINE AND EMERGENCY RESPONSE HAZARDOUS MATERIAL SERVICES

RECOMMENDATION

Request authority from the Board of Public Works (Board) to exercise the first renewal option to extend the Personal Services Contract with Clean Harbors Environmental Services, Inc. (Contract C-121334) for an additional three (3) years beginning November 2, 2017. All terms and conditions remain in effect. The total cost ceiling also remains unchanged at \$53 million.

TRANSMITTALS

1. Copy of the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted May 7, 2012, authorizing the execution of a Personal Services Contract with Clean Harbors Environmental Services Inc.
2. Copy of Contract C-121334 between the City of Los Angeles and Clean Harbors Environmental Services, Inc., executed on November 2, 2012.

DISCUSSION

Background

The improper disposal of Residential Special Materials (RSM) such as paint, batteries, solvents, and other unwanted chemicals can contaminate groundwater and the ocean. 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 of Sanitation (LA Sanitation) has created an elaborate infrastructure consisting of permanent Solvents, Automotive, Flammables, and Electronics (S.A.F.E.) Collection Centers, temporary mobile events, community collection events, and universal waste collection points to provide residents with safe, convenient and responsible means to properly recycle and/or dispose of their RSM.

LA Sanitation's RSM program has significantly expanded over the years to meet the demand for safe and convenient RSM disposal options. The City

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now operates seven (7) S.A.F.E. Centers which are open every weekend to both City and County residents. In addition to permanent collection facilities, the City's program has expanded to include: collection of batteries at over 200 locations, including all City libraries; collection of sharps at 37 locations, including 24 senior citizen facilities; operation of 16 marina used oil collection sites; establishment and management of 215 used oil Certified Collection Centers; 20 annual used oil/e-waste collection events; and three (3) annual mobile RSM collection events.

LA Sanitation's RSM program also includes the Exempt Small Quantity Generator (CESQG) Program, which provides collection and management of hazardous materials from qualified small businesses at LA Sanitation's contract rates.

On May 7, 2012, the Board authorized the award and execution of a personal services contract (C-121334) with Clean Harbors Environmental Services, Inc. (Clean Harbors) to support the Residential Special Materials, Conditionally Exempt Small Quantity Generators, and Permanent Collections Sites Program (Transmittal No. 1). In addition to supporting the RSM program, this contract contains a provision that allows Clean Harbors to provide routine and emergency response services if requested by authorized City staff. The services include, but are not limited to, pick-up of abandoned oil, oil spills and other hazardous waste spills occurring during LA Sanitation operations or on City streets. Specific needs are communicated to the contractor through the issuance of Task Directives (Transmittal No. 2).

This contract (C-121334) is for a term of five (5) years with two (2) additional three (3) year terms, to be exercised at the City's sole option. The initial contract term will expire on November 1, 2017. LA Sanitation needs to exercise the first, three (3) year renewal option so that the contractor can continue to provide uninterrupted service for the safe disposal and recycling needs of LA City and County residents and small businesses. This contract contains strict language that enables LA Sanitation to meet all government laws and regulations in the area of hazardous waste disposal, recycling or cleanup.

Scope of Work

The contractor will continue to provide support for LA Sanitation's RSM, CESQG, and Permanent Collections Sites programs, as well as routine and emergency hazardous materials/waste collection, disposal and recycling services.

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Term and Value of Contract

The contract term is for five (5) years with two (2), three (3) year renewal options. The initial five-year term will expire on November 1, 2017. Exercising the first, three-year renewal option will extend the agreement to November 1, 2020. The total cost ceiling of this contract remains the same at \$53 million and does not change by exercising this renewal option.

MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

At the time of distribution of the Request for Proposals (RFP) for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program with anticipated MBE and WBE participation levels of 12.00 and 4.00 percent respectively for Tasks A through E. At the time of contract award, Clean Harbors' pledged participation levels were reported as 6.64 percent MBE, 1.36 percent WBE, and 2.60 percent OBE for Tasks A through C and E. However, the MBE pledged participation was calculated without applying the 60 percent credit adjustment to subcontractors classified as suppliers. Consequently, the corrected MBE pledged participation level is 6.32%.

As of September 7, 2017, Clean Harbors has achieved 11.12% MBE, 3.96% WBE and 1.49% OBE subcontractor participation for Tasks A through C and E as shown in Table 1. These participation levels reflect the proper credit adjustments as previously noted. Thus Clean Harbors has significantly exceeded its pledged MBE/WBE participation levels from 6.32% to 11.12% for MBE and 1.36% to 3.96% for WBE. For this three (3) year renewal, Clean Harbors has pledged to achieve 7.67% MBE, 2.42% WBE, and 1.33% OBE subcontractor participation as shown in Table 2 for Tasks A through C and E. In all cases, the as-needed Public Education services related to Task D as specified in the original RFP have not been required.

During the first term of this contract, in addition to the expansion of the RSM program described under Background in this Board Report, some LA Sanitation divisions piggy-backed on this contract to use the services on an on-call basis. Noticeable examples of the services provided under this contract included frequent emergency responses to the homeless encampments and the illegal dumping cleanups mandated by the Mayor's Clean Street initiative, biosolids hauling in one of LA Sanitation's wastewater treatment plants, and the full-scale beach cleanups for regulatory compliance. To handle the broadened scope of work and increased service demands, the prime contractor performed the required outreach and was approved by LA Sanitation to add 28 additional

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subcontractors since the beginning of this agreement as shown in Tables 1 and 2.

There are a total of 19 subcontractors listed in Table 1 below that have not been utilized to date. Since this contract is also utilized by other divisions within LA Sanitation, especially for Emergency Response (ER) situations, Clean Harbors has to be always ready for the possibility of future large scale ER projects that could happen at any time. Therefore, Clean Harbors has these 19 subcontractors on "stand by" because they may need their services in the future. For example, Crosby & Overton and Southwest Processors are both non-hazardous liquid disposal facilities operating under permits. The permits differ because one company can handle certain types of waste which the other won't accept. As of today, there have not been any ER projects that would require this type of disposal service, so these two companies have not yet been used. However, they may be used in a future ER situation.

Three of those 19 subcontractors (E&A Pallet Co., Mindy F. Berman Communications, and Neils Event Planning) had subcontract pledged amounts reflected in this contract's original adopted Board report. During the bid and award process, Clean Harbors was asked to bid for potential marketing opportunities (Task D), and therefore Mindy F. Berman was selected for those services. However, as noted in this report, the as-needed Public Education services related to Task D as specified in the original RFP have not been required. Neils Event Planning was retained to provide catering services for a large group of people in the event of a spill incident, which has not occurred. There has not been a need to purchase large pallets under this contract, so E&A Pallet Co. has not been utilized.

Clark Seif Clark, Inc. was used without an outreach because of an essential requirement to have an asbestos certified inspector perform field checks as part of the Lugo fire incident response. In this emergency situation, none of Clean Harbor's approved vendors could complete the required inspection. In order to complete the job and comply with an approved Board Motion (BPW-2016-0323) authorizing LA Sanitation to support the Los Angeles Fire Department in this emergency response, there was no time to do an outreach.

Gender/Ethnicity Codes:

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

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

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Table 1: The achieved MBE/WBE/OBE subcontractor participation levels for Clean Harbors as of September 7, 2017 are as follows:

Listed Subcontractor	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract Amount Invoiced	Contract Amount Invoice
Chempack & Environmental, LLC	MBE	M/AA	0.05%	\$13,500
Cruz Containers, Inc.	MBE	M/HA	6.59%	\$1,688,458
E & A Pallet Co.	MBE	M/HA	0.00%	\$0.00
IQ Personnel, Inc.	MBE	F/HA	4.12%	\$1,054,211
Miranda Logistics Enterprise LLC	MBE	M/HA	0.00%	\$0.00
RJ Safety Co., Inc. ¹	MBE	M/AA	0.35%	\$89,652
B & G Industrial Rentals, Inc.	WBE	F/C	0.14%	\$34,805
Mindy F. Berman Communications	WBE	F/C	0.00%	\$0.00
Ocean Blue Environmental Services, Inc.	WBE	F/HA	2.59%	\$662,830
Total Equipment Rental, Inc.	WBE	F/C	1.24%	\$316,732
Acrylatex Coatings and Recycling, Inc.	OBE		0.00%	\$0.00
Clark Seif Clark, Inc.	OBE		0.02%	\$5,643
Crosby and Overton	OBE		0.00%	\$0.00
Cylinder Depot, Inc.	OBE		0.36%	\$91,014
DeMenno Kerdoon	OBE		0.27%	\$69,994
Electrical Gate Company	OBE		0.00%	\$0.00
Energy Solutions	OBE		0.00%	\$0.00
Enterprise Rentals	OBE		0.00%	\$0.00
Evoqua Water Technologies	OBE		0.00%	\$0.00
Filter Recycling Services, Inc.	OBE		0.00%	\$0.00
Hertz	OBE		0.00%	\$336
HMT	OBE		0.05%	\$12,050
Kinsbursky Brothers, Inc.	OBE		0.14%	\$36,097
Long Beach Hose & Coupling Co., Inc.	OBE		0.00%	\$0.00
Mallory Safety and Supply ¹	OBE		0.04%	\$11,035
Neils Event Planning	OBE		0.00%	\$0.00
Omega Technical Services, Inc.	OBE		0.00%	\$0.00
Perimeter Security Systems	OBE		0.00%	\$0.00
Phibro - Tech Inc.	OBE		0.00%	\$0.00
Philotechnics, LTD	OBE		0.02%	\$4,450
Pinnacle Disposal and Environmental Services Inc.	OBE		0.18%	\$45,593
Quemetco Inc.	OBE		0.00%	\$0.00
Quinn Rental Services	OBE		0.00%	\$0.00
Southwest Processors Inc.	OBE		0.00%	\$0.00
Sunbelt Rentals	OBE		0.00%	\$635
United Garage Door and Gates	OBE		0.01%	\$2,097
Vortex Industries, Inc.	OBE		0.04%	\$9,910
Waste Connections	OBE		0.00%	\$0.00
West Coast Environmental Solutions	OBE		0.36%	\$92,566
Total MBE Participation			11.12%	\$2,845,821
Total WBE Participation			3.96%	\$1,014,367
Total OBE Participation			1.49%	\$381,420
Total MBE/WBE/OBE Participation			16.57%	\$4,241,608
Total Invoiced Amount				\$25,603,245

1. Mallory Safety & Supply (an OBE) purchased RJ Safety Co., Inc. (an MBE) on June 10, 2016. Both firms are material suppliers; therefore, the dollar amounts reflect 60 percent of their \$18,391 and \$149,420 actual spending, respectively.

Table 2: For this 3-year renewal option, the pledged MBE/WBE/OBE subcontractor participation levels for Clean Harbors will be as follows:

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Listed Subcontractor	MBE/WBE/OBE	Gender/ Ethnicity	% of Contract Amount Pledged	Contract Amount Pledged
Chempack & Environmental, LLC	MBE	M/AA	0.14%	\$75,000
Cruz Containers, Inc.	MBE	M/HA	4.91%	\$2,600,000
E & A Pallet Co.	MBE	M/HA	0.00%	\$0.00
IQ Personnel, Inc.	MBE	F/HA	2.45%	\$1,300,000
Miranda Logistics Enterprise LLC	MBE	M/HA	0.00%	\$0.00
RJ Safety Co., Inc. ¹	MBE	M/AA	0.17%	\$89,652
B & G Industrial Rentals, Inc.	WBE	F/C	0.15%	\$80,000
Mindy F Berman Communications	WBE	F/C	0.00%	\$0.00
Ocean Blue Environmental Services, Inc.	WBE	F/HA	1.51%	\$800,000
Total Equipment Rental, Inc.	WBE	F/C	0.75%	\$400,000
Acrylatex Coatings and Recycling, Inc.	OBE		0.00%	\$0.00
Clark Seif Clark, Inc.	OBE		0.02%	\$12,000
Crosby and Overton	OBE		0.00%	\$0.00
Cylinder Depot Inc.	OBE		0.25%	\$130,000
DeMenno Kerdoon	OBE		0.23%	\$120,000
Electrical Gate Company	OBE		0.00%	\$0.00
Energy Solutions	OBE		0.00%	\$0.00
Enterprise Rentals	OBE		0.00%	\$0.00
Evoqua Water Technologies	OBE		0.00%	\$0.00
Filter Recycling Services, Inc.	OBE		0.00%	\$0.00
Hertz	OBE		0.03%	\$15,000
HMT	OBE		0.09%	\$50,000
Kinsbursky Brothers Inc.	OBE		0.11%	\$60,000
Long Beach Hose & Coupling Co., Inc.	OBE		0.00%	\$0.00
Mallory Safety and Supply ²	OBE		0.19%	\$102,000
Neils Event Planning	OBE		0.00%	\$0.00
Omega Technical Services, Inc.	OBE		0.00%	\$0.00
Perimeter Security Systems	OBE		0.00%	\$0.00
Phibro - Tech Inc.	OBE		0.00%	\$0.00
Philotechnics, LTD	OBE		0.09%	\$50,000
Pinnacle Disposal and Environmental Services, Inc. ³	OBE		0.09%	\$45,593
Quemetco Inc.	OBE		0.00%	\$0.00
Quinn Rental Services	OBE		0.00%	\$0.00
Southwest Processors, Inc.	OBE		0.00%	\$0.00
Sunbelt Rentals	OBE		0.03%	\$15,000
United Garage Door and Gates	OBE		0.01%	\$3,000
Vortex Industries, Inc.	OBE		0.02%	\$9,910
Waste Connections	OBE		0.00%	\$0.00
West Coast Environmental Solutions	OBE		0.17%	\$92,566
Total MBE Participation			7.67%	\$4,064,652
Total WBE Participation			2.42%	\$1,280,000
Total OBE Participation			1.33%	\$705,069
Total MBE/WBE/OBE Participation			11.41%	\$6,049,721
Total Contract Amount				\$53,000,000

1. RJ Safety is a material supplier. Therefore, its pledged dollar amount of \$149,420 was credited at 60 percent.

2. Mallory Safety & Supply is also a material supplier. Therefore, its pledged dollar amount of \$170,000 was credited at 60 percent.

3. Pinnacle Disposal & Environmental was originally pledged \$550,000 for the service of SAFE Center trash pickups. Later LA Sanitation decided to use its own crew for trash service for all SAFE Centers. It generated a savings of \$400,000 per year for the City. For this reason, Pinnacle's pledge for this service is reduced.

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OTHER CITY POLICIES AND REQUIREMENTS

Clean Harbors Environmental Services, Inc. shall continue to comply with all of the City's requirements including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Equal Benefits Ordinance
- Insurance and Bonds
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- 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 Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restriction
- Iran Contracting Act of 2010
- Fair Chance Initiative for Hiring Ordinance

NOTIFICATION OF INTENT TO CONTRACT

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on January 16, 2009.

CHARTER SECTION 1022

LA Sanitation 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.

PEAK HOUR CONSTRUCTION AND RIGHT-OF-WAY OBSTRUCTION REGULATIONS

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

CONTRACTOR RESPONSIBILITY ORDINANCE

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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 Department of Public Works, 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 staff, point sixty-five percent (0.65%), or fifty-one (51) staff members of its workforce reside in the City of Los Angeles.

APPROVED AS TO FORM

The current 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, LA Sanitation.

FISCAL IMPACT STATEMENT

The total funding for this project remains unchanged at \$53,000,000.

The contract amendment to exercise the first three-year renewal option is for the purpose of adding an additional 3 years to extend the contract for a new ending date of November 1, 2020. All terms and conditions of the contract remain in effect.

The contract includes a "Financial Liability Clause" which states that the City's obligation 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 obligation shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

BUREAU OF SANITATION
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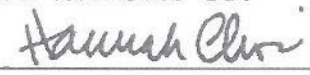
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Respectfully submitted,

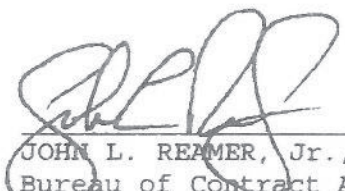


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

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:
Henry Yuan, SRCRD
(213) 485-3827

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES


REPORT NO. 2

Date: December 18, 2017

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

DEC 18 2017

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Executive Officer
Board of Public Works

CD: ALL

Honorable Board of Public Works
of the City of Los Angeles

Commissioners:

**REQUEST TO EXECUTE THE FIRST CONTRACT AMENDMENT C-124108
FOR THE CONTINUED USAGE OF THE BUREAU OF SANITATION
CONTRACT C-121334 TO PROVIDE ROUTINE AND 24-HOUR EMERGENCY
RESPONSE HAZARDOUS WASTE MANAGEMENT SERVICES**

RECOMMENDATIONS

1. Authorize the Bureau of Street Services (BSS) to execute the first contract amendment to C-124108 for the continued usage the Bureau of Sanitation (BOS) contract C-121334 renewed on October 23, 2017 for a three year term with Clean Harbors Environmental Services (Clean Harbors) to provide routine and 24-hour emergency response hazardous waste management services; and
2. Authorize the Director of Street Services to execute the first contract amendment to C-124108 with Clean Harbors.

FISCAL IMPACT STATEMENT

Funds are available in the Bureau of Street Services Fund 100, Department 86, Contractual Services Account 003040.

TRANSMITTAL

1. Copy of the adopted Public Works board report dated October 23, 2017, titled "Authority to exercise the first three (3) year renewal option contained in personal services contract C-121334 with Clean Harbors Environmental Services, Inc. for the management of the City of Los Angeles's residential special materials and/or routine and emergency response hazardous material services" and contract C121334.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 2

Date: December 18, 2017

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2. Copies of the adopted board report dated June 9, 2014 titled, "Request to utilize Bureau of Sanitation contract number C-121334 to provide routine and 24-hour emergency response hazardous waste management services" and BSS contract C124108.
3. Copy of first amendment to Bureau of Street Services contract C-124108.
4. Letter from the Bureau of Sanitation dated July 24, 2014 authorizing the usage of its contract to the Bureau of Street Services.

DISCUSSION

The Bureau of Street Services (BSS) is responsible to maintain the public right-of-way in commercial, industrial and residential areas. In addition, the BSS is responsible for the pump out cleaning of the La Brea Tar Pit oil seepage sumps and the clarifiers at the BSS city-owned facilities. Occasionally, an individual or company may spill or leave used oil or other hazardous waste materials on City streets, alleys or sidewalks which creates a threat to public safety and property. The BSS does not have the necessary resources and equipment to pump out, clean, pick up and properly dispose of hazardous waste products.

Previously, the General Services Department (GSD) maintained citywide hazardous waste management services contracts. However, back in 2006, the responsibility for establishing such contracts for these services transferred from GSD to individual City departments. The Bureau of Sanitation (BOS), as one of the largest generators of hazardous waste in the City, assumed the lead in establishing contracts for these emergency and routine hazardous waste management services. In doing so, BOS allowed other City departments to 'piggyback' off of its RFP process and execute their own contract with the same terms and conditions.

There is a continuous need for BSS to respond to service calls to clean-up, dispose and recycle hazardous or spilled waste found or spilled within the City public-right-of way, the La Brea Tar Pits oil seepage sumps and the clarifiers at the BSS city-owned facilities. Therefore, BSS requests to continue the usage of its contract C-124108 with Clean Harbors to provide both routine and 24-hour emergency response hazardous waste management services.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 2

Date: December 18, 2017

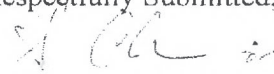
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SOURCE OF FUNDS

It is estimated that the annual usage for this contract will be approximately \$1,100,000. Sufficient funds are available for this contract within the Bureau of Street Services Fund 100, Department 86, Contractual Services Account 003040.

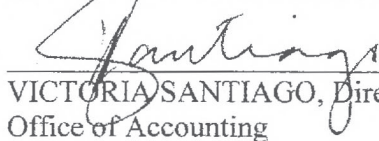
The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions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

Respectfully Submitted,



NAZARIO SAUCEDA, Director
Bureau of Street Services

APPROVED AS TO FUNDS:



VICTORIA SANTIAGO, Director
Office of Accounting

Prepared by:

Pamela Ostrander 213-847-2811

c: budget: Board Reports and Motions/Bdrpts and Motions/FMD contracts/Board Report Clean Harbors piggyback 2017 final

CONTRACT SUMMARY SHEET

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

DATE: January 19, 2018

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: PAM OSTRANDER PHONE: (213) 847-2811

CONTRACT NO.: C-124108-1

ADOPTED BY COUNCIL: N/A

NEW CONTRACT _____

AMENDMENT X 1

APPROVED BY BPW: 12/18/2017

ADDENDUM NO. _____

SUPPLEMENTAL NO. _____

CHANGE ORDER NO. _____

CONTRACT NAME: CLEAN HARBORS ENVIRONMNTAL SERVICES, INC

TERM OF CONTRACT: 11/2/2017 THROUGH: 11/1/2020

TOTAL AMOUNT: APPROX \$1, 100, 00 ANNUALLY

PURPOSE OF CONTRACT:

For the Bureau of Street Services to utilize the Bureau of Sanitation's Contract number C-121334 to provide routine and 24-hour emergency response hazardous waste management Services.

**First Amendment to
Contract Between
Clean Harbors Environmental Services
And
City of Los Angeles
Department of Public Works Bureau of Street Services**

This First Amendment to Addendum to Contract C-124108 is made and entered into between the City of Los Angeles (CITY) and Clean Harbors Environmental Services (Contractor).

WHEREAS, the Bureau of Street Services, in the course of its routine operations, generates hazardous waste materials which must be disposed of in a safe and responsible method;

WHEREAS historically, the Bureau of Street Services has disposed of such waste materials by a vendor who enters into a City-wide agreement through the CITY, General Services Department (GSD); and

WHEREAS, GSD is now unable to renew a City-wide agreement for these services and has instead directed user departments to establish their own agreement; and

WHEREAS, the CITY, based on previous work provided by this contractor while under contract with GSD, has determined that this service would be a benefit to the Department of Public Works; and

WHEREAS, the CONTRACTOR has been successfully contracted by the CITY to provide routine and 24-hour emergency hazardous waste management services, and

WHEREAS, the Bureau of Sanitation (BOS) has agreed to allow the Bureau of Street Services to continue to utilize the BOS contract C-121334,

NOW, THEREFORE, in consideration of the premises, covenants, and conditions contained herein to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE 1 thru 9

No changes to these requirements.

ARTICLE 10 COMPENSATION, INVOICING, AND PAYMENT

No changes to these requirements with the exception of modifications to:

10.3 COST CEILING

No changes to this section except for the addition of this statement:

The Bureau of Street Services' estimated annual usage will be approximately \$1.1 million dollars.

ARTICLE 11 thru ARTICLE 18

No changes to these requirements.

ARTICLE 19 CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

No changes to these requirements with the exception of modifications to:

To STREET SERVICES:

Contact Person: Materials Management Section
Address: Bureau of Street Services, Financial Management Division
 1149 S. Broadway, Suite 400
 Los Angeles, CA 90015-2213

ARTICLE 20 thru ARTICLE 44

No changes to these requirements.

IN WITNESS WHEREOF, the parties executed this Contract Agreement on the dates indicated.

THE CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS:

By: [Signature]
NAZARIO SAUCEDA, Director
Bureau of Street Services

Date: 1/8/18

CONTRACTOR

By: [Signature]
Clean Harbors Environmental Services

Date: 12/21/2017

APPROVED AS TO FORM:

MICHAEL FEUER
City Attorney

By: [Signature]

Date: 1/17/18

ATTESTED:

HOLLY L. WOLCOTT
City Clerk

By: [Signature]

Date: 1-23-18



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
NOVEMBER 22, 2019

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
NOV 22 2019
AND REFERRED TO THE CITY COUNCIL


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 1 AND EXERCISE SECOND RENEWAL OPTION TO PERSONAL SERVICES CONTRACT NO. C-121334 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR THE MANAGEMENT OF THE CITY OF LOS ANGELES' RESIDENTIAL SPECIAL MATERIALS, SMALL QUANTITY GENERATORS, PERMANENT COLLECTION SITES AND FIELD SERVICES PROGRAM

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 1 to Personal Services Contract (PSC) C-121334 with Clean Harbors Environmental Services, Inc. (Clean Harbors) to increase the contract ceiling from \$53,000,000 to \$126,000,000 and to approve the second three-year renewal option to extend the contract period to November 1, 2023.
2. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract;
3. Return the executed contract to LA Sanitation and Environment (LASAN) for further processing. For pick up, contact Henry Yuan of Solid Resources Citywide Recycling Division (SRCRD) at 213-485-3827 or John Park at 213-485-3970.

TRANSMITTALS

1. Copy of LASAN and Bureau of Contract Administration (BCA) Joint Board Report No. 1, adopted May 7, 2012, authorizing the execution of a PSC with Clean Harbors.
2. Copy of PSC C-121334 between the City of Los Angeles (City) and Clean Harbors, executed on November 2, 2012.
3. Copy of LASAN and BCA Joint Board Report No. 1, approved on October 23, 2017, authorizing LASAN to exercise a three (3) year renewal option contained in PSC C-121334 with Clean Harbors for the Management of the Residential Special Materials (RSM) and/or Routine and Emergency Response Hazardous Material Services.
4. Copy of proposed Amendment No.1 to PSC C-121334.

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FISCAL IMPACT STATEMENT

This contract amendment will be funded by the General Fund and a variety of LASAN's special funds.

DISCUSSION

Background

California Resources Code 41500 and California State Regulation, Title 14, Section 18751.1 requires that all jurisdictions operate a program to collect and recycle Household Hazardous Waste (HHW). LASAN is committed to reduce and safely collect, recycle, and dispose of HHW and other RSM to area residents for wastes generated within the jurisdiction. SRCRD is the administrator of agreements that provide safe, convenient, and responsible means to properly recycle and/or dispose of RSM.

On May 7, 2012, the Board authorized the award and execution of PSC C-121334 to Clean Harbors for a term of five years with two 3-year renewal options (Transmittal No. 1). The Agreement was for the support of the RSM, Small Quantity Generators (SQG), and Collections Site Programs. The contract contains strict language that enables SRCRD to meet all government laws and regulations for hazardous waste cleanup, recycling, and disposal (Transmittal No. 2).

The first renewal option (Transmittal No. 3) was exercised on October 23, 2017 to extend the agreement to November 1, 2020. No additional funding was requested at that time.

Scope of Work

The RSM Program manages recycling through the operation of monthly mobile events and seven permanent collection or S.A.F.E. Centers. S.A.F.E. is an acronym describing the items accepted at the centers; Solvents-Automotive-Flammables-Electronics. Clean Harbors is the Prime Contractor that collects and disposes of HHW for LASAN. The original ceiling was calculated to support this RSM program through 2023.

Currently, all LASAN divisions use this contract for hazardous waste cleanup and disposal. These clean ups, known as Field Services, have evolved from an incidental provision for an occasional spill to daily use and a major activity under this Agreement. LASAN's increased use of Field Service requests has exhausted the contract ceiling.

Amendment No. 1 (Transmittal No. 4) ensures all hazardous waste identification and removal services will continue without interruption while a new Request for Proposals (RFP) is prepared.

The ceiling increase authorizes hazardous waste identification and removal as follows:

SRCRD

RSM Program (HHW Management Plan)

SAFE Centers – SQG -

Used Oil - HHW Reuse - Paint - Batteries-Sharps -E-Waste - Mobile Events

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CLEAN WATER SOLID RESOURCES	As needed emergency and routine response to sewage spills, oil spills and maintenance of hazardous waste containment equipment
WATERSHED PROTECTION	Removal of hazardous waste from storm drains, regional waterways, and the ocean
LIVABILITY SERVICES	Comprehensive Cleaning and Rapid Engagement (CARE)

Proposed Agreement and Contract Ceiling

Amendment No. 1 will increase the contract ceiling by \$73,000,000 for a total authorization of \$126,000,000.

Amendment No. 1 will also allow the City to exercise the second 3-year renewal option that extends the contract term to November 1, 2023.

MBE/WBE/OBE Subcontractor Outreach Program

At the time the RFP for this contract was distributed, the City had established an MBE/WBE/OBE Subcontractor Outreach Program with anticipated MBE and WBE participation levels of 12% and 4% percent, respectively, for Tasks A through E specified in the contract.

At the time of contract award, Clean Harbors' pledged participation levels were reported as 6.64% MBE, 1.36% WBE, and OBE 2.6%

As of May 2019, Clean Harbors had significantly exceeded its pledged MBE/WBE participation levels from 6.64% to 9.74% for MBE, and 1.36% to 3.43% for WBE. OBE participation declined from 2.6% to 1.05% as shown in **Table 1**.

The increase in Field Services and the closure of Cylinder Depot are responsible for lower than expected OBE participation. The agreement specifies Clean Harbors is required to conduct Field Services operations. This contract requirement has eliminated the ability to engage OBE subcontractors in over half of the contract ceiling amount. Clean Harbors is still conducting outreach for a replacement subcontractor for Cylinder Depot.

Gender/Ethnicity Codes:

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

Table 1 The achieved MBE/WBE/OBE subcontractor participation levels for Clean Harbors as of May 2019 are as follows:

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Listed Subcontractor	MBE/ WBE/OBE	Gender/ Ethnicity	% OF CONTRACT AMOUNT	Amount Applied as of May 2019
Chempack & Environmental LLC	MBE	M/AA	0.05%	\$25,625
Cruz Containers, Inc.	MBE	M/HA	5.23%	\$2,461,395
IQ Personnel, Inc. ⁽¹⁾	MBE	F/HA	4.27%	\$2,009,868
Miranda Logistics Enterprises, Inc.	MBE	M/HA	0.00%	\$0
RJ Safety Co., Inc. ⁽²⁾	MBE	M/AA	0.19%	\$89,652
B & G Industrial Rentals, Inc.	WBE	F/C	0.10%	\$48,074
Mindy F. Berman Communications	WBE	F/C	0.00%	\$0
Ocean Blue Environmental Services, Inc.	WBE	F/HA	2.39%	\$1,126,390
Total Equipment Rental, Inc.	WBE	F/C	0.94%	\$440,629
Acrylatex Coatings and Recycling	OBE	-	0.03%	\$15,927
Clark Seif Clark, Inc.	OBE	-	0.01%	\$5,643
Crosby and Overton	OBE	-	0.00%	\$0
Cylinder Depot, Inc.	OBE	-	0.26%	\$120,986
DeMenno Kerdoon	OBE	-	0.17%	\$77,974
Enterprise Rent-A-Truck	OBE	-	0.00%	\$0
Evoqua Water Technologies	OBE	-	0.00%	\$0
Filter Recycling Services	OBE	-	0.00%	\$0
Hertz Rentals	OBE	-	0.00%	\$1,036
HMT, LLC	OBE	-	0.06%	\$27,450
Kinsbursky Brothers, Inc.	OBE	-	0.09%	\$42,964
Long Beach Hose & Coupling Co., Inc.	OBE	-	0.00%	\$0
Mallory Safety and Supply ⁽³⁾	OBE	-	0.06%	\$27,457
Perimeter Security Systems	OBE	-	0.00%	\$0
Philotechnics LTD	OBE	-	0.01%	\$4,450
Pinnacle Disposal and Environmental Services, Inc.	OBE	-	0.14%	\$64,386
Quinn Rental Services	OBE	-	0.00%	\$0
Southwest Processors, Inc.	OBE	-	0.00%	\$0
Sunbelt Rentals	OBE	-	0.00%	\$635
United Garage Door and Gates	OBE	-	0.00%	\$2,097
Vortex Industries	OBE	-	0.02%	\$9,910
Waste Connections	OBE	-	0.00%	\$0
West Coast Environmental Solutions	OBE	-	0.20%	\$92,566
Total MBE Participation			9.74%	\$4,586,540
Total WBE Participation			3.43%	\$1,615,093
Total OBE Participation			1.05%	\$493,481
Total MBE/WBE/OBE Participation			14.22%	\$6,695,114
Total Invoiced Amount				\$47,071,956

1. IQ Personnel is a direct labor supplier.

2. RJ Safety Co., Inc. was acquired by Mallory Safety & Supply, a materials supplier; therefore, their Schedule B dollar amount of \$149,420 was credited at 60%.

3. Mallory Safety & Supply is a materials supplier; therefore, their Schedule B dollar amount of \$45,762 was credited at 60%.

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Effective with this Amendment, Clean Harbors pledges to achieve 8.49% MBE, 2.42% WBE, and 1.16% OBE as shown in **Table 2** for Tasks A through C and E as specified in the contract.

Clean Harbors has included subcontractors with zero pledge participation. This is related to Task D as specified in the contract. These subcontractors are on "standby" as their services may be needed in the future. Having subcontractors on standby allows for maximum flexibility for each unique clean up situation. As-needed public education and technical engineering services related to Task D as specified in the original RFP have not been requested by LASAN.

Table 2 For the proposed increase and 3 year renewal option, the pledged MBE/WBE/OBE subcontractor participation levels for Clean Harbors will be as follows:

Listed Subcontractor	MBE/ WBE/OBE	Gender/ Ethnicity	% of Contract Amount Pledged	Credited Contract Amount Pledged
Chempack & Environmental LLC	MBE	M/AA	0.14%	\$178,275
Cruz Containers, Inc.	MBE	M/HA	4.90%	\$6,180,200
IQ Personnel, Inc.	MBE	F/HA	3.37%	\$4,246,286
Miranda Logistics Enterprises, Inc.	MBE	M/HA	0.00%	\$0
RJ Safety Co., Inc. (1)	MBE	M/AA	0.07%	\$89,652
B & G Industrial Rentals, Inc.	WBE	F/C	0.15%	\$190,160
Mindy F. Berman Communications	WBE	F/C	0.00%	\$0
Ocean Blue Environmental Services	WBE	F/HA	1.51%	\$1,901,600
Total Equipment Rental	WBE	F/C	0.75%	\$950,800
Acrylatex Coatings and Recycling	OBE	-	0.02%	\$25,800
Clark Seif Clark, Inc.	OBE	-	0.02%	\$28,524
Crosby and Overton	OBE	-	0.00%	\$0
Cylinder Depot, Inc.	OBE	-	0.10%	\$130,000
DeMenno Kerdoon	OBE	-	0.23%	\$285,240
Enterprise Rent-A-Truck	OBE	-	0.00%	\$0
Evoqua Water Technologies	OBE	-	0.00%	\$0
Filter Recycling Services	OBE	-	0.00%	\$0
Hertz Rentals	OBE	-	0.03%	\$35,655
HMT, LLC	OBE	-	0.09%	\$118,850
Kinsbursky Brothers, Inc.	OBE	-	0.11%	\$142,620
Long Beach Hose & Coupling Co.	OBE	-	0.00%	\$0
Mallory Safety and Supply (2)	OBE	-	0.07%	\$180,000
Perimeter Security Systems	OBE	-	0.00%	\$0
Phibro-Tech	OBE	-	0.00%	\$0
Philotechnics LTD	OBE	-	0.09%	\$118,850
Pinnacle Disposal and Environmental Services, Inc.	OBE	-	0.09%	\$108,375
Quinn Rental Services	OBE	-	0.00%	\$0
Southwest Processors, Inc.	OBE	-	0.00%	\$0
Sunbelt Rentals	OBE	-	0.03%	\$35,655
United Garage Door and Gates	OBE	-	0.01%	\$7,131

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Listed Subcontractor	MBE/ WBE/OBE	Gender/ Ethnicity	% of Contract Amount Pledged	Credited Contract Amount Pledged
Vortex Industries	OBE	-	0.02%	\$23,556
Waste Connections	OBE	-	0.00%	\$0
West Coast Environmental Solutions	OBE	-	0.17%	\$220,029
Total MBE Participation			8.49%	\$10,694,413
Total WBE Participation			2.42%	\$3,042,560
Total OBE Participation			1.16%	\$1,460,285
Total MBE/WBE/OBE Participation			12.06%	\$15,197,258
Total Contract Amount				\$126,000,000

1. RJ Safety Co., Inc. was acquired by Mallory Safety and Supply, a materials supplier; therefore, their Schedule A pledged dollar amount of \$149,420 was credited at 60%.
2. Mallory Safety Supply is a materials supplier; therefore, their Schedule A pledged dollar amount of \$300,000 was credited at 60%.

Other CITY Policies and Requirements

Clean Harbors shall continue to comply with all of the City's Non-Discrimination Policies and requirements, including:

- Non-Discrimination, Equal Employment Practices, and Affirmative Action Provisions
- Equal Benefits Ordinance
- Worker Retention Ordinance
- Living Wage Ordinance
- Slavery Disclosure Ordinance
- Contractor's Use of Criminal History for Consideration of Employment Applications
- First Source Hiring Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Disclosure of Contracting and Sponsorship of the National Rifle Association Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Bond Requirements
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Contract History
- Non-Collusion Affidavit
- Iran Contracting Act of 2010
- Contractor Bidder Campaign Contribution and Fundraising Restriction

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, and L.A.C.C.]. Failure to comply with the requirements specified in this

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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 I, 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 Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on March 29, 2018.

Charter Section 1022

LASAN requested a Charter Section 1022 determination from the CAO for the specific contracted services. The CAO issued the 1022 determination report August 26, 2009. The CAO 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.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

Los Angeles Residence Information

The headquarters of Clean Harbors is located at 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 staff members, of which 0.65%, or 51 staff members of its workforce reside in the City of Los Angeles.

Approved as to Form

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

Contract Administration

Responsibility for administration of this contract will be with LASAN SRCRD.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

This Contract Amendment PRD was approved on October 4, 2019 by SR 148 for \$126,000,000.

STATUS OF FINANCING

The total funding for this amendment is not to exceed \$73,000,000. The contract amendment provides LASAN a total authorization of \$126,000,000 and an additional three-year renewal

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option to extend the contract with Clean Harbors until November 1, 2023. All terms and conditions of the contract remain in effect.

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 \$4,525,920 have been identified as shown in the table below. This is an as-needed contract and funds and appropriations will be identified for each task based on the type of work and program that is being served. Some of the available funds and appropriation units are shown below, but others will be determined and added as work is identified, including the General Fund.

	Fund/Department	Appropriation Unit	Amount Available
FY 2019-2020	100/82 (Stormwater Pollution Abatement Fund)		
	100/82 (Solid Waste Resources Revenue Fund)		\$116,350
	100/82 (Household Hazardous Waste Fund)	003040	\$182,000
			\$810,070
FY 2019-2020	586/50 (Used Oil Fund)	50SM10	\$350,000
FY 2019-2020	567/50 (Household Hazardous Waste Fund)	50SX82	\$300,000
FY 2019-2020	760/50 (Sewer Operations & Maintenance Fund)	50SX82	\$2,767,500
Total			\$4,525,920

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

Funding as of the date of this Board Report has been verified and approved by the Director of the Office of Accounting subject to terms and conditions and cash availability described above.

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

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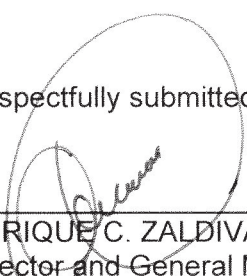
payments as provided in this Contract.

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

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Respectfully submitted,



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


COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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


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

REVIEWED AND APPROVED BY:



LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 11-14-19

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting
100/82/003040 \$1,108,420
586/50/50SM10 \$350,000
567/50/50SX82 \$300,000
760/50/50SX82 \$2,767,500
Date: 11/15/2019


Prepared by:
Mary Benson, SRCRD
(213) 485-3442

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: October 20, 2020

TO: Adel H. Hagekhalil, P.E.
Director and General Manager
Bureau of Street Services
Attention: Monica Shelton-Frierson, Senior Management Analyst

FROM: Enrique C. Zaldivar, P.E.,
Director and General Manager
LA Sanitation and Environment


By: Dan Meyers
Acting Assistant Director
LA Sanitation and Environment

**SUBJECT: APPROVAL TO EXTEND PIGGYBACK CONTRACT WITH CLEAN
HARBORS ENVIRONMENTAL SERVICES (C-121334)**

We are in receipt of your letter dated September 9, 2020 requesting to extend your piggyback contract with Clean Harbors Environmental Services (C-121334) for an additional three years beginning November 1, 2020.

Given that the Bureau of Streets Services will be using its own funding, contract number and invoicing, your request to extend your piggyback contract (C-124108) with Clean Harbors is hereby approved.

Please note that the Clean Harbors contract (C-121334) expires in November 2023.

If you require additional information, please contact Henry Yuan of my staff at (213) 440-8514 or via email at henry.yuan@lacity.org.

Thank you.

MB/ECZ:mb

c: Marisela Reyes, LASAN
Henry Yuan, LASAN
John Park, LASAN

**SUPPLEMENTAL AGREEMENT
TO CONTRACT NO. C-124108
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS, BUREAU OF STREET SERVICES
(STREETSLA)
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This Supplemental Agreement to Contract No. C-124108 between the City of Los Angeles, a municipal corporation (hereinafter "CITY"), acting through its Department of Public Works, Bureau of Street Services or StreetsLA (hereinafter referred to as "StreetsLA"), and Clean Harbors Environmental Services, Inc. (hereinafter "CONTRACTOR") is entered into with reference to the following.

WITNESSETH

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

WHEREAS, StreetsLA historically disposed of such hazardous waste materials through a Citywide contract maintained by CITY'S Department of General Services; and

WHEREAS, in 2006, the responsibility for establishing new contracts for these services was transferred to individual CITY departments; and

WHEREAS, on or about November 2, 2012, CITY'S Bureau of Sanitation and CONTRACTOR entered into Contract No. C-121334, whereby CONTRACTOR agreed to provide routine and 24-hour emergency response hazardous waste management services for an initial term of five years expiring November 1, 2017, along with two three-year extension options; and

WHEREAS, the Bureau of Sanitation has authorized StreetsLA to piggyback on its Contract No. C-121334 by executing a separate contract with CONTRACTOR; and

WHEREAS, on or about June 12, 2014, StreetsLA executed Contract No. C-124108 with CONTRACTOR with an initial term expiring November 1, 2017, along with two three-year extension options; and

WHEREAS, on or about January 23, 2018, StreetsLA exercised the first extension option by executing the First Amendment to the contract, thereby extending the contract term through November 1, 2020; and

WHEREAS, Contract No. C-124108 expired November 1, 2020 prior to StreetsLA exercising the second extension option and now StreetsLA and CONTRACTOR agree to continue CONTRACTOR'S services through November 1, 2023.

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

ARTICLE 1 thru ARTICLE 6

No changes to these requirements.

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.

Amend by adding to the end of this Article the following:

Although CITY exercised its first option to extend this CONTRACT for three years through November 1, 2020, CITY was unable to exercise its second option to extend prior to its expiration. However, CITY has a continued need for CONTRACTOR'S services, and the parties agree to extend this CONTRACT through November 1, 2023 by executing this Supplemental Agreement to this CONTRACT.

ARTICLE 8 thru ARTICLE 9

No changes to these requirements.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

No changes to these requirements except for modifications to:

10.2.3 INVOICE SUBMITTAL

THE CONTRACTOR shall submit all StreetsLA invoices to:

Rose Karagezyan, Chief Management Analyst
City of Los Angeles, Bureau of Street Services
Financial Management Division
1149 S. Broadway, Suite 400
Los Angeles, CA 90015

To ensure prompt processing, indicate clearly on the outside of the envelope the fact that the envelope contains invoices for Routine Services and/or Emergency Services for StreetsLA.

10.3 COST CEILING

No changes to this section except for the addition of this statement:

The contract ceiling will be \$11,000,000 for the entire contract term, which equates to approximately \$1.1 - \$1.5 million annually.

ARTICLE 11 thru ARTICLE 18

No changes to these requirements.

ARTICLE 19 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

No changes to these requirements except for modifications to StreetsLA's contact as follows:

To:	BUREAU OF STREET SERVICES
Contact Person:	Rose Karagezyan, Chief Management Analyst
Address:	City of Los Angeles, Bureau of Street Services Financial Management Division 1149 S. Broadway, Suite 400 Los Angeles, CA 90015
Phone:	(213) 847-2815
Email:	rose.karagezyan@lacity.org

ARTICLE 20 thru ARTICLE 54

No changes to these requirements.

Add ARTICLE 55 – COVID-19 VACCINATION REQUIREMENT PER LOS ANGELES CITY ORDINANCE NO. 187134

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

Add ARTICLE 56 - RATIFICATION CLAUSE

Due to the need for CONTRACTOR’S services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this Supplemental Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Supplemental Agreement, those services are hereby ratified with an effective Supplemental Agreement start date of November 2, 2020.

Except as amended by this Supplemental Agreement, all other provisions of Contract No. C-124108 and First Amendment shall remain in full force and effect.

(Signature Page Follows)

SIGNATURE PAGE

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

THE CITY OF LOS ANGELES
A Municipal Corporation

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
A California Corporation

By: _____
GREG GOOD
President, Board of Public Works

By: _____
MARC McREYNOLDS
Senior Vice President West Region

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractor's Los Angeles Business Tax Registration Certificate No.: 0002592039
City Contract No.: C-124108