

February 20, 2018

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

February 12, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-021

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR ROUTINE PICK-UP AND DISPOSAL OF HAZARDOUS MATERIALS.

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department (LAFD) is requesting to execute an agreement (Agreement) with Clean Harbors Environmental Services, Inc. (Clean Harbors) for the pick-up and disposal of hazardous materials. The pick-up and disposal of hazardous materials is a requirement for a safe working environment as established by the California Occupational Safety and Health Administration (Cal/OSHA). Similar contracting services for hazardous waste management have been used by other City departments including the Los Angeles Police Department (LAPD).

On May 17, 2015, the LAPD issued a request for proposals (RFP 13-567-002) from parties qualified to perform routine hazardous waste management services. On September 29, 2015, Clean Harbors was recommended as the successful proposer and approved by the Board of Police Commissioners. On July 1, 2017, Agreement C-129868 was executed between the LAPD and Clean Harbors. The LAFD desires to piggy-back off the LAPD Agreement in order to comply with Cal/OSHA regulations and avoid potential citations and monetary penalties.

The pick-up, disposal, and reporting services of Clean Harbors will be utilized to conform to Cal/OSHA regulations at all 106 fire stations, four LAFD maintenance shops, and other LAFD facilities. The Agreement with Clean Harbor is for a three year term effective November 1, 2017 through October 31, 2020, not to exceed \$350,000 for the first fiscal year. The Exhibit C – Fee Schedule prices may not exceed three percent (3%) per year and maybe subject to adjustment.

RECOMMENDATION

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Clean Harbors Environmental Services, Inc. for routine hazardous waste management services effective November 1, 2017, through October 31, 2020.
2. Transmit the Agreement to the Office of the Mayor in accordance with Executive Directive Number 3.

FISCAL IMPACT

Funding for these services is available in the Department's Contractual Services Account 3040 for the Fiscal Year 2017-18, not to exceed \$350,000 for the first fiscal year.

Board report prepared by Maria Pascual, Sr. Management Analyst, Training and Support Bureau.

Attachment

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

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AGREEMENT _____
BETWEEN
THE CITY OF LOS ANGELES
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR ROUTINE HAZARDOUS WASTE MANAGEMENT SERVICES

This Agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD" or "Department"), and Clean Harbors Environmental Services, Inc., a Massachusetts corporation (hereinafter referred to as "CONTRACTOR") is entered into with reference to the following:

WHEREAS, on May 7, 2015, the Los Angeles Police Department (hereinafter referred to as "LAPD") issued a Request for Proposals (hereinafter referred to as "RFP"), under Charter Section 372, seeking qualified businesses to perform the above-referenced services; and

WHEREAS, the Board of Police Commissioners approved on September 29, 2015, the recommendation by staff of the selection of the Contractor, and

WHEREAS, Contractor has agreed to perform as-needed services on non-exclusive basis for LAPD pursuant to Agreement C-129868; and

WHEREAS, the LAFD requires a qualified contractor to provide routine pick up and disposal of hazardous wastes; and

WHEREAS, the City is not equipped to conduct professional hazardous waste management services, and therefore requires the services of a qualified contractor; 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 LAFD desires to enter into an agreement with Contractor by piggybacking onto Agreement C-129868 between the LAPD and the Contractor, to provide routine pick up and disposal of hazardous wastes, with terms and conditions set forth in Agreement C-129868; and

NOW THEREFORE, in consideration of the above premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The parties to this Agreement are:

1.1.1 City – The City of Los Angeles, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, Suite 1800, Los Angeles, California, 90012-4131.

1.1.2 Contractor – Clean Harbors Environmental Services, Inc., having its principal office at 42 Longwater Drive, Norwell, Massachusetts, 02061-9149.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representatives are, unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Suite 1800,
Los Angeles, California, 90012-4131

With copies to:

Commanding Officer, Training and Support Bureau
Los Angeles Fire Department
200 North Main Street, Suite 1680
Los Angeles, California, 90012-4130

1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Tracy Linton, Direct Sales Manager
Clean Harbors Environmental Services, Inc.
1737 East Denni Street
Wilmington, California, 90744-3904
Phone: (714) 336-3806
Email: linton.tracy@clean.harbors.com

1.3 Formal Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and maybe effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

2.1 Term

The term of this Agreement shall become effective on the attestation of the City Clerk and shall begin on November 1, 2017 and shall terminate on October 31, 2020, unless terminated earlier as provided in Section 7.0 – Suspension and Termination of this Agreement.

Nothing in this Agreement will serve as a guarantee of a minimum or maximum number of emergency events, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by the Contractor.

2.2 Ratification

Due to the need for the services to be provided to continue the proper handling and disposal of hazardous materials from LAFD facilities, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed satisfactorily, in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified. The City acknowledges that all terms and conditions of this Agreement were in effect as of November 1, 2017.

3.0 STATEMENT OF WORK

3.1 Statement of Work to be Performed

3.1.1 Contractor will provide a full range of routine hazardous waste management services to the LAFD as described in Exhibit A, Statement of Work ("SOW"). Services will include, but are not

limited to: sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, manifesting, transporting, and disposing of a wide variety of collected hazardous waste from the Department's various facilities.

- 3.1.2 All work, tasks, and deliverables are subject to Department approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such deliverables(s) pursuant to Section 5.0 – Compensation and Method of Payment of this Agreement.
- 3.1.3 Notwithstanding any other provision of this Agreement, the Contractor will perform such other work and deliver such other items within the SOW as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.
- 3.1.4 In the event that City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 8.0 – Amendments and Change Requests of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order will be issued, whichever is appropriate, to include the additional work and payment therefor.
- 3.1.5 Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAFD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 8.0 – Amendments and Change Requests of this Agreement. Contractor will notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.0 PERSONNEL

4.1 Key Personnel

4.1.1 Project Manager

Contractor will assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in hazardous waste management. Contractor's Key Personnel are listed in Exhibit B – Contractor's Key Personnel.

4.1.2 Staff Size

The size of the staff employed by Contractor in the performance of the services must be kept consistent with Section 3.0 – Statement of Work and Exhibit A – Statement of Work.

4.1.3 Identification of Key Personnel

Key Contractor personnel to be assigned to this Agreement are identified in Exhibit B – Contractor's Key Personnel. Key Contractor personnel will be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

- 4.1.4 City considers the services of Contractor's Key Personnel listed in Exhibit B – Contractor's Key Personnel essential to Contractor's performance under this Agreement. Contractor will not reassign any key personnel without City's prior written consent. City will have the right to approve or disapprove the reassignment of Contractor key personnel listed in Exhibit B – Contractor's Key Personnel for any reason as its sole discretion. Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel will not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

4.2 Changes to Key Personnel

Contractor agrees to minimize changes to its key project personnel. City will have the right to request key project personnel changes and to review and approve key project personnel changes proposed by

Contractor. City's approval of key project personnel assignments and changes will not be unreasonably withheld.

4.3 Subcontractors

4.3.1 Subcontracts/Joint Participation Agreements

With prior written approval of City, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement will constitute any contractual relationship between any subcontractors and City or any obligation on the part of City to pay, or to be responsible for the payment of, any sums to any subcontractors.

4.3.2 Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, will apply to all subcontractors in the same manner as to Contractor. In particular, City will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the terms of this Agreement.

4.4 Background Checks

To the extent permitted by applicable law, City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks. The City may request changes to Contractor personnel pursuant to Subsection 4.2 – Changes to Key Personnel of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 11.0 – Confidentiality as permitted by applicable law.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay for Contractor for satisfactory services provided under this Agreement, in accordance with the fee schedule specified in Exhibit C – Fee Schedule. The price increase for services will not exceed three percent (3%) per year.

The City's obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s), and the City's obligation hereunder, is Three Hundred and Fifty Thousand Dollars (\$350,000) per fiscal year. If the City appropriates additional funds for this Agreement, the City payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change will be executed by the parties. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Agreement.

5.2 Invoices

The Contractor will provide invoices that detail the services performed and the total amount due. All invoices must be submitted on the company's letterhead, along with the Contractor's remittance address to the appropriate Department entity listed below. The LAFD will approve invoices for payment only after all services described are delivered to the satisfaction of the City, and upon presentation of a proper invoice from Contractor, which must include the following information:

- Name and address of one of the following Los Angeles Fire Department entity as follows:

Commanding Officer, Training and Support Bureau
Los Angeles Fire Department
200 North Main Street, Suite 1680
Los Angeles, California, 90012-4130

- Date of invoice
- Invoice number
- Agreement number
- LAFD Pick-up location

- Date of Pick-up
- Description of services
- Amount of invoice

6.0 INDEMNIFICATION AND HOLD HARMLESS

6.1 Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and City's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of City Counsel and counsel retained by City, expert fees, costs of staff time, and investigation costs) of whatever kind of nature, which arise out of or are in any way connected with any negligent or willful act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same will include: bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of City; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of the Contractor by any person or entity.

7.0 SUSPENSION AND TERMINATION

7.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which will be effective upon receipt.

7.1.1 Said notice will set forth the specific conditions of non-compliance and the period provided for corrective action.

7.1.2 Within five (5) working days, Contractor must reply in writing setting forth the corrective actions that will be undertaken, subject to City approval in writing.

7.1.3 Performance under this Agreement will be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this

Agreement. Performance will not resume without the prior written approval of the City.

7.2 Termination for Convenience

- 7.2.1 Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date will be specified in such notice.
- 7.2.2 All completed deliverables, or portions thereof, prepared by Contractor under this Agreement will be delivered to City.
- 7.2.3 In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor will provide to City copies of all materials related to completed deliverables specified in this Agreement.
- 7.2.4 Upon termination, City will compensate Contractor for any services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination or Contractor will issue City a refund of any prepaid amounts on a prorated basis.

7.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach that specifies the failure of the Contractor to conform with the requirements of this Agreement. Contractor shall have ten (10) business days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Subsection 1.2 – Representatives of the Parties of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) business days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) business day timeframe, City may terminate this Agreement on two (2) business days' notice. If, after City has given notice of termination under the provisions of this Subsection 7.3 – Termination for Cause, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 7.2 – Termination for Convenience.

7.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

8.0 AMENDMENTS AND CHANGE REQUESTS

8.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor will be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 7.0 – Suspension and Termination above.

8.2 Change Requests

8.2.1 City Technical Change Request

During the term of this Agreement, City will have the right to request changes to the work within the general scope of work contemplated in this Agreement and consistent with Section 3.0 – Statement of Work of this Agreement. A "change," as that term is used in this Subsection 8.2 – Change Requests means technical or other adjustments made within Subsection 3.1 – Statement of Work to be Performed, and consistent with Section 3.0 – Statement of Work of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Subsection 5.1 – Compensation of this Agreement. City will make a formal written request, per the procedure outlined, with respect to each change it desires to make.

8.2.2 Change Proposal

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor will prepare and deliver to City's written statement that includes the following:

- 8.2.2.1 Total cost of the change;
- 8.2.2.2 Schedule impact of the change for current and subsequent deliverables;
- 8.2.2.3 Impact of the change on any other part of this Agreement;
- 8.2.2.4 Estimated California Sales Tax impact, if any;
- 8.2.2.5 The period of time for which such statement is valid, but not less than sixty (60) days; and
- 8.2.2.6 City contract number and date of contract.

8.2.3 Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Subsection 1.2 – Representatives of the Parties of this Agreement, or their designee established in writing, City will deliver to Contractor a Project Change Authorization, Exhibit D, specifying the change to be made and all of the particulars set forth in Subsection 8.2 of this Agreement as mutually agreed upon, and this Agreement and all pertinent attachments hereto will be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price for time and material services for any Change Request. Failure to agree on the price of such changes will be treated as a dispute and subject to the provisions of Section 10.0 – Disputes of this Agreement.

9.0 SUCCESSORS AND ASSIGNS

9.1 Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement will be assumed by and binding upon Contractor's successors and assigns.

9.2 Survival of Provisions

The provisions of this Section 9.0 – Successors and Assigns will survive termination of this Agreement.

10.0 DISPUTES

10.1 Disputes

Both parties will undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor will schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting will allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City will continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City of Los Angeles Charter will govern the procedure and rights of the parties with regard to claims arising from this Agreement.

11.0 CONFIDENTIALITY

11.1 Confidentiality of Department Information

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure ("Confidential Information") will be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein will require either party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither party will be required to keep confidential

any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material will be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

12.0 CITY CONTRACTING REQUIREMENTS

12.1 Standard Provisions

CONTRACTOR, by entering into this Agreement with the CITY agrees to abide by the Standard Provisions for City Contracts (Rev. 10/17)[v.2] ("Standard Provisions"), attached hereto and incorporated herein as Exhibit E. Where terms contained in this Agreement contradict those in the Standard Provisions, the express terms in this Agreement shall supersede the Standard Provisions.

12.2 Municipal Lobbying Ordinance

Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 is attached to this Agreement as Exhibit F. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

13.0 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

13.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Exhibits A through F listed below are incorporated herein by this reference:

Exhibit A – Statement of Work
Exhibit B – Contractor's Key Personnel
Exhibit C – Fee Schedule
Exhibit D – Project Change Authorization
Exhibit E – Standard Provisions for City Contracts (Rev. 10/17)[v.2]
Exhibit F – CEC Form 50

13.3 Order of Precedence

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence will be as follows:

- (1) This Agreement between the City of Los Angeles and Clean Harbors Environmental Services, Inc.
- (2) Exhibit E – Standard Provisions for City Contracts (Rev. 10/17)[v.2]
- (3) Exhibit A – Statement of Work
- (4) Exhibit C – Fee Schedule

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

(Signature Page Follows)

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

THE CITY OF LOS ANGELES

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Massachusetts Corporation

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____
Mark Mooney
Vice President of Technical Services

Date: _____

Date: _____

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

(2nd Corporate Officer)

By: _____
Catrina M. Archuleta
Deputy City Attorney

By**: _____

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: _____

City Agreement Number: _____

Council File Number: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayers I.D. Number: _____

EXHIBIT A

Statement of Work

EXHIBIT B

Contractor's Key Personnel

EXHIBIT C

Fee Schedule

EXHIBIT D

Project Change Authorization

EXHIBIT E

Standard Provisions for City Contracts (Rev. 10/17)[v.2]

EXHIBIT F

Municipal Lobbying Ordinance

CEC Form 50

**Clean Harbors Environmental Services, Inc. (CHES)
STATEMENT OF WORK**

I. STATEMENT OF WORK

Nothing in this Statement of Work will serve as a guarantee of a minimum or maximum number of collection incidents, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by Clean Harbors Environmental Services, Inc. (hereinafter referred to as "Contractor").

A. ROUTINE RESPONSE CAPABILITY

The routine response Contractor will maintain response capability including necessary personnel; operate necessary response vehicles and maintain necessary equipment and supplies. The Contractor will maintain the capability to perform on-site hazard categorization ("hazcatting") of unknown wastes when requested by the Los Angeles Fire Department (LAFD) representatives at a hazardous waste response site. The Contractor will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The Contractor will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the Contractor will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The LAFD reserves the right to submit to the Contractor a list of approved Subcontractors for use in handling and managing the LAFD's hazardous waste. The Contractor will provide no more than 30% of the dollar volume of work done under this contract, exclusive of Treatment, Storage, And Disposal Facility (TSDF) Services, through Subcontractors. Contractor must perform no less than 70% of the work.

B. EMERGENCY RESPONSE CAPABILITY

The emergency response Contractor will maintain emergency response capability, including necessary personnel; retain and operate emergency response vehicles and maintain necessary equipment and supplies. The Contractor will maintain the capability to perform on-site hazard categorization ("hazcatting") of unknown wastes when requested by LAFD representatives at a hazardous waste response site. The Contractor will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The Contractor will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the Contractor will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The LAFD reserves

the right to submit to the Contractor a list of approved Subcontractors for use in handling and managing the LAFD's hazardous waste. The Contractor will provide no more than 30% of the dollar volume of work done under this contract, exclusive of TSDf Services, through Subcontractors. Contractor must perform no less than 70% of the work.

C. CONTACT PHONE NUMBERS, BASE STATIONS, DEPLOYMENT AND RESPONSE TIME FOR ROUTINE SERVICES

The routine response Contractor is responsible for maintaining a 24-hour contact number and facsimile (FAX) number where the LAFD can request service and/or leave messages. The Contractor will return the call and/or acknowledge receipt of the message within twenty-four (24) hours (excluding Saturday, Sunday, and holidays, when the Contractor will acknowledge the message or phone call the first business day after the initial contact) of being contacted by the LAFD. The routine contact phone number is as follows.

EMERGENCY CONTACT

Clean Harbors Corporate Headquarters
Nowell, MA

(800) 645-8265

(General Dispatch – staffed 24 hours per day, 365 days per year)

General Dispatch will contact a local supervisor that is on 24-hour call.

The Contractor will maintain the primary Routine Response Base Station within 50 miles of Los Angeles downtown City Hall. Contractor will maintain adequate staff and subcontract capability to contain and clean up all sites for which the Contractor is called out. The Contractor's Base Station is as follows:

BASE STATION

Long Beach Service Center
2500 East Victoria Street
Compton, CA 90220

The Contractor will provide requested service within seven (7) calendar days of the initial request by the LAFD, except as specifically noted elsewhere in the Agreement. Exceptions to this requirement will be requested in writing by the Contractor within forty-eight (48) hours of the initial request from the LAFD.

D. CONTACT PHONE NUMBERS, BASE STATIONS, AND DEPLOYMENT FOR EMERGENCY RESPONSE

The Contractor will maintain a continuously staffed 24-hour, seven-days-a-week emergency response phone number for the use of LAFD personnel. LAFD personnel will notify the Contractor, and authorize the start of work, by phone at the number(s) listed below. The Contractor will maintain the primary Emergency Response Base Station within 50 miles of Los Angeles downtown City Hall. In addition, emergency response crews must be capable of being deployed from their Base Stations and arriving at locations within City boundaries within one hour of notification by LAFD personnel. For illicit drug laboratory or drug chemical storage location response outside of the City, emergency response crews must be capable of being deployed from their base stations within one hour and arrival at the scene may not exceed normal driving time to the location by more than one hour. The Contractor will maintain the capability to dispatch multiple response teams to assure response within the deployment and arrival time requirements specified herein. Contractor will maintain adequate staff and subcontract capability to contain and clean up all sites for which the Contractor is called out.

The Emergency Response contact phone number is as follows:

EMERGENCY CONTACT

Clean Harbors Corporate Headquarters
Norwell, MA

(800) 645-8265

(General Dispatch – staffed 24 hours per day, 365 days per year)

General Dispatch will contact a local supervisor that is on 24-hours call.

The Contractors Base Station is as follows:

BASE STATION

Clean Harbors
1737 Denni Street
Wilmington, CA 90744

E. TREATMENT, STORAGE, AND DISPOSAL FACILITY (TSDF) CLOSURE PLAN

If the Contractor or Contractor's parent corporation owns any of the TSDFs utilized, a copy of the TSDF closure plan will be submitted upon the LAFD's request.

F. INVOICE PACKAGES

The Contractor will provide original, accurate, and easy-to-understand invoice packages. Invoices must include, a copy of the task order, both regular and overtime labor rates by category or position description for travel, clean-up, loading or material onto transport vehicles, pumping, labelling, report preparation, and other necessary costs for responses requested by the LAFD. Field documentation for invoice charges will be prepared in such a manner that travel time, on-site time, and other distinct categories of activity can be easily distinguished. Invoices must also include a listing and cost of all equipment rented and/or consumed, as well as actual TSDF and Subcontractor fees charged to the Contractor. Copies of actual TSDF, Subcontractor, and rental invoice(s) must accompany the Contractor's invoice to the LAFD. The Contractor will also submit a Subcontractor Utilization Report (Schedule B) indicating the amount invoiced by each Subcontractor and the invoiced amounts paid to date to each firm. The LAFD must be notified within 30 days whenever a job position description covered by this agreement is changed. Invoices must be submitted to the Division requesting the provided services.

G. WASTE MANAGEMENT

The Contractor will manage, or provide Subcontractor management, of any type and/or quantity of hazardous material or hazardous waste which the LAFD offers or requests disposal of, including asbestos-containing waste, compressed gas cylinders, radioactive waste, explosives, human waste, and bio-hazardous waste. The Contractor will combine like waste-streams, to the extent allowable by all governing laws and regulations, and effect the packaging thereof, by optimizing the use of containers in which the wastes will be transported, stored or disposed. The LAFD may request that the Contractor store hazardous materials for future disposition, including hazardous wastes and hazardous materials which may be used as evidence in a court of law. The LAFD will not pay storage charges for waste which the Contractor is storing incidental to further management, unless the LAFD has specifically requested the storage.

H. STORAGE AND DISPOSAL

The Contractor will provide the recycling, treatment, disposal and/or storage of hazardous wastes and hazardous court evidence picked up by the LAFD or acquired or generated by other LAFD activities. The LAFD reserves the right to determine the need for emergency response. All hazardous waste, unless otherwise directed, will be managed according to the Waste Management Hierarchy of source reduction, recycling, fuel blending, neutralization/treatment, incineration, and then landfill. The LAFD requires the recycling of hazardous waste whenever it is feasible.

Materials currently targeted for recycling include, but are not limited to, latex paint, motor oil, oil filters, antifreeze, lead-acid batteries, household batteries, high intensity discharge lights and fluorescent lights. Other materials should be considered for recycling as technologies and/or markets develop. The LAFD reserves the right to reject the use of a specific management method or treatment process for a particular waste stream if deemed appropriate by LAPD officials. Management or disposal, unless otherwise directed by the LAFD, is to be at the most economical approved permitted TSDF, preferably within the State of California, which is able to dispose of each waste according to the LAFD Waste Management Hierarchy, taking into consideration both hauling and disposal facility fees.

I. FACILITY LIST

The Contractor will provide facility lists which specify the names and locations of the TSDFs used. Likewise, a local licensed TSDF storage location must be identified within 100 miles of Los Angeles City Hall, 200 N. Spring Street, Los Angeles, 90012. The LAFD has the authority to (1) approve a TSDF on the basis of the most beneficial management of its hazardous waste rather than on a purely economic basis, and (2) direct waste to that TSDF as deemed appropriate by LAFD representatives. The LAFD reserves the right to submit to the Contractor a list of approved TSDFs and disposal practices for use in managing the LAFD's hazardous waste. The LAFD also reserves the right to reject the use of a TSDF if a site visit reveals unacceptable practices, or if there is proof of permit violations or serious enforcement action against it, or if the site is out-of-state and a comparable site is available in California.

J. WASTE MANAGEMENT FEES

TSDF waste management services will be invoiced at the rates indicated in Exhibit C – Fee Schedule. No profiling fee, profile review fee, rush approval fee, TSDF waste acceptance fee or other similar fees will be charged to the LAFD. It will be the responsibility of the Contractor to negotiate waiver of this type of fee with TSDFs utilized. If the LAFD offers for management waste which is not listed in Exhibit C – Fee Schedule, the Contractor will invoice the LAFD according to one of the following two methods:

1. If the waste is similar to a waste which is listed Exhibit C – Fee Schedule (same hazard class, similar chemical and/or physical properties), and the listed waste and unlisted waste are managed by the same process, then the Contractor will invoice the LAFD at the rate charged to manage the listed waste.

2. If the waste is not similar to a listed waste, or will be managed in a way which is significantly different than a listed waste, the Contractor will invoice the LAFD for the actual cost plus the percentage indicated in the Exhibit C – Fee Schedule, Subcontract Items and Services Mark-up.

K. QUARTERLY WASTE MANGEMENT REPORT

The Contractor will submit to the LAFD invoice contact, as detailed in Section II (F) of this Statement of Work, a Waste Management Report once per quarter. The report will be divided into sections so each section will contain information concerning the LAFD/Bureau ordering work for the LAFD, which has had waste managed by the Contractor. Each section will be further subdivided into subsections for each primary TSDF utilized by the Contractor. The charge for each quarterly Waste Management Report is contained in the Exhibit C – Fee Schedule. Each drum, bin, container or tank of waste will be listed on the reports until such time that the waste has been ultimately managed and completed information reported. The report will be in tabular form, and provide a record of the waste's management from the date first manifested for transportation to final management, including the information described below for each drum, bin, container, or tank of waste:

3. The date the waste was first manifested.
4. The Uniform Hazardous Waste Manifest (manifest) number and manifest line number for each container shipped.
5. The date each container was received by the primary TSDF.
6. The drum, bin, or tank number the waste was stored in or transferred to.
7. The transfer manifest number, EPA I.D. number and name of any secondary TSD facility to which the waste was shipped.
8. The date the waste was shipped to and received by the secondary facility.
9. The date that the secondary facility recycled, destroyed, or otherwise managed the waste, and the method by which the waste was managed.
10. If the waste is transferred to another facility, the Contractor will track the waste to its final disposal facility.

Quarterly Waste Management Reports will be compiled for the periods January through March, April through June, July through September, and October through December each year and will be due 45 calendar days after the end of the quarter.

L. WASTE CONTAINERS

The Contractor's waste containers must meet U.S. Department of Transportation (DOT) and/or United Nations Performance-Oriented Packaging Standards specifications, as required, and all applicable standards. The transporter must carry the Emergency Response Guidebook in each vehicle used to transport waste.

M. AUTHORIZATIONS

The LAFD may authorize the Contractor to complete all required paperwork to transport the hazardous waste. If a TSDF does not accept a waste being transported for management or if there are any discrepancies listed in the manifest, then the transporter will immediately call the LAFD representative who requested the service and not dispose of the waste until instructed by the LAFD.

N. RESPONSE SPECIFICATION

The LAFD reserves the right to specify the types and use of materials, such as adsorbents, diking materials, containment devices, pumps, or other material handling and spill control equipment. The LAFD also reserves the right to specify the number and position of employees utilized pursuant to this agreement.

O. LIQUIDATED DAMAGES

The Contractor's first response must arrive on site within the time agreed on the LAFD. If the Contractor fails to do so within the agreed upon time, the parties agree that the sum of \$300 per hour for each whole hour of delay for each situation will be fixed as liquidated damages and not as a penalty or forfeiture for breach.

II. COMPENSATION, INVOICING, AND PAYMENT

Contractor-supplied labor and equipment will be charged as follows:

A. PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE for response personnel will be charged on the basis of protection level and the number of sets of PPE that are actually used. For example, when one set of PPE is used all day on multiple responses, it will be charged as one set rather than multiple sets.

B. HOURLY CHARGES

Hourly charges for Contractor-supplied labor and equipment will be limited to charges for on-site time as defined in Contract Definitions and to charges for mobilization and demobilization as provided below in Section II.C. of this Statement of Work. The rates in Exhibit C – Fee Schedule showing Contractor unit rate and subcontract mark-up charges will apply.

C. MOBILIZATION AND DEMOBILIZATION

Contractor mobilization and demobilization, including travel time not included in on-site time, will be paid up to a maximum of one hour per day for mobilization and one hour per day for demobilization with the exceptions provided below.

Routine Services

1. If the Contractor is called on to provide additional routine response services on the same day that a Contractor crew has been previously released by the LAFD and the crew has returned to the Contractor's base station, then an additional set of mobilization and demobilization charges may be invoiced.
2. If an additional crew is mobilized at the request to the LAFD, then an additional set of mobilization and demobilization charges may be invoiced for the additional crew.
3. When response services are requested outside the boundaries of the LAFD, one hour plus one hour for each fifty miles traveled directly to the site may be invoiced for mobilization, and one hour plus one hour for each fifty miles traveled returning directly from the site may be charged for demobilization.

Emergency Response Services

1. If the Contractor is called on to provide additional emergency response services on the same day that a Contractor crew has been previously released by the LAFD and the crew has returned to the Contractor's base station, then an additional set of mobilization and demobilization charges may be invoiced.
2. If an additional crew is mobilized at the request of the LAFD, then an additional set of mobilization and demobilization charges may be invoiced for the additional crew.
3. When the Contractor is contacted after business hours to provide emergency response services, two hours for mobilization and one hour for demobilization time may be charged, unless immediate mobilization is requested and the E/R crew arrives more than two and one-half hours after the Contractor is contacted, in which case one hour for mobilization and one hour for demobilization may be charged.
4. When response services are requested outside the boundaries of the LAFD, one hour plus one hour for each fifty miles traveled directly to the site may be invoiced for mobilization, and one hour plus one hour for each fifty miles traveled returning directly from the site may be charged for demobilization.

D. ITEMIZED CHARGES

Itemized charges for Contractor-provided supplies will be invoiced according to Exhibit C – Fee Schedule.

E. SUBCONTRACT CHARGES

Subcontract labor and equipment will be charged at the Contractor's cost plus a percentage as provided in Exhibit C – Fee Schedule. Minimum hour charges (e.g., a four-hour minimum) will be paid for subcontract services only if approved in advance by the office ordering the work.

F. INVOICE SUBMISSION AND REVIEW

Invoices will be submitted to the LAFD within sixty (60) days from the performance of the individual routine response. In an effort to obtain accurate invoices in a timely manner, the LAFD will penalize the Contractor for the late submittal of invoices. Invoices submitted after (60)

days and prior to one hundred twenty (120) days will receive a two (2) percent deduction. Invoices submitted after one hundred twenty (120) days and before one hundred eighty (180) days will receive a five (5) percent deduction. Invoices submitted after one hundred eighty (180) days will receive a ten (10) percent deduction. The LAFD will be obligated to pay said invoices at the reduced amounts. If any errors or inaccuracies in the invoices are detected by the LAFD during the review period, the clock will stop and will be restarted, without resetting, upon receipt of the corrected invoice. Payments will be made upon the submission of a complete and accurate invoice to the LAFD Bureau which ordered the individual waste response.

The LAFD makes no commitment to fund this Agreement beyond the terms set herein.

G. SUPPORT DOCUMENT

When submitting requests for payment, all invoices must include all supporting documents. The average time from receipt of invoice and required support documentation (i.e., copies of field activity log, TSDF copy of manifest, TSDF and Subcontractor invoices, etc.) by the LAFD for payment is 90 days. At the discretion of the individual LAFD Contract Manager, proof of payment of Subcontractors used on the job may be required as part of the Contractor's request for payment.

H. COMPENSATION AND PAYMENT

Rate schedule will be in accordance with the rates as outlined in Exhibit C – Fee Schedule and will be applicable to both Routine and Emergency Services.

CLEAN HARBORS KEY PERSONNEL

Maria Perez
Account Manager
310-594-4385
perez.maria@cleanharbors.com

Tracy Linton
Technical Services Sales Manager
714-336-3806
linton.tracy@cleanharbors.com

Javier Manzano
District Manager
310-403-3379
Manzano.javier@cleanharbors.com

Mike Delatorre
Field Service District Manager
323-216-0470
delatorre.mike@cleanharbors.com

Jennifer Moreno
Customer Service Representative
310-233-3496
Moreno.jennifer@cleanharbors.com

Denise Fonesca
Field Service Representative
310-764-5851
fonesca.denise@cleanharbors.com

24-Hour Emergency Response 1 (800) OIL TANK

A. Personnel Services Rate

JOB POSITION DESCRIPTION	COST PER HOUR	OVERTIME COST PER HOUR
Project Manager	42.95	57.98
Chemist	39.56	53.40
Supervising Technician	39.56	53.40
Technician	33.91	45.78
Heavy Equipment Operator	39.56	53.40
Environmental Technician	38.79	58.18
Driver	39.56	53.40
Clerical	16.95	

B. Waste Transportation Charges Scaling Factors (Yard to Primary TSDF)**UNIT COST TRANSPORTATION CHARGES TO PRIMARY TSDF**

	Cost	Unit
5 Gallon Drum	5.65	Per Container
8 or 10 Gallon Drum	5.65	Per Container
14 to 16 Gallon Drum	11.30	Per Container
20 Gallon Drum	11.30	Per Container
30 Gallon Drum	16.95	Per Container
55 Gallon Drum	16.95	Per Container
85 Gallon Drum	16.95	Per Container
Cubic Yard Box	67.80	Per Container

C. Miscellaneous Waste Management Services

Size	HazMat Storage Cost Per Day	Hazardous Court Evidence, Cost per Day
5 Gal Drum	0.00	2.26
8/10 Gal Drum	0.00	2.26
14/15 Gal Drum	0.00	2.26
20 Gal Drum	0.00	3.39
30 Gal Drum	0.00	3.39
55 Gal Drum	0.00	3.39
85 Gal Drum	0.00	3.39
1 Cubic Yard Box	0.00	5.65
Roll-off Bin	0.00	9.05
Quarterly Waste Management Report, Cost per Report	0.00	0.00
Certificates of Destruction, Cost per Certificate	0.00	0.00
Other Services, Supplies or Equipment Not Listed	Quote for Approval	

D. Subcontract Services and Items Mark-Up

SERVICE or ITEM	Markup %
TSDF Fees or Services	18.00%
Other Subcontract Services	18.00%
Training	18.00%
Equipment Rentals or Purchases	18.00%
Subcontract Storage at Licensed TSDF	18.00%

E. Supplies and Equipment

VEHICLES AND TRANSPORTATION EQUIPMENT		Cost	Unit
Utility /Personnel Vehicle		11.48	Per Hour
Flatbed Truck/Supply Van		28.71	Per Hour
Semi-Tractor with Flatbed or Van Trailer, 14-18 wheel, 60-80,000 lb. GVWR		28.71	Per Hour
Dump Truck, 5-15 cu.yd. capacity, Hazardous Waste Rated		34.45	Per Hour
End Dump Truck, 16-24 cu.yd. capacity, Hazardous Waste Rated		45.93	Per Hour
Roll-Off Bin Truck, 40-60,000 lb. GVWR		45.93	Per Hour
Roll-Off Tandem Truck, 16-30 cu.yd. 2 bin capacity, HW Rated		45.93	Per Hour
Vacuum Truck, 500-1500 gal. capacity		20.67	Per Hour
Vacuum Truck, 1500-3000 gal. capacity		34.45	Per Hour
Vacuum Trailer Truck, 3000-6000 gal. capacity		45.93	Per Hour
Vacuum Trailer Truck, 2500-6000 gal. capacity, Stainless steel tank		45.93	Per Hour
High Powered Vacuum Truck/Cusco		104.82	Per Hour
Forklift		25.26	Per Hour
Loader/Backhoe, Case 480E or equivalent		63.16	Per Hour
2 Cubic Yard Sludge Bin with pallet, Hazardous Waste Rated		5.74	Per Day
Roll-Off Sludge Bin, 10-20 cu.yd. capacity, Haz. Waste Rated		9.18	Per Day
Roll-Off Sludge Bin, 20-40 cu.yd. capacity, Haz. Waste Rated		9.18	Per Day
Roll-Off Vacuum Tank 1500-4000 gal. capacity		287.06	Per Day
15-20 Foot Tow Trailer		63.16	Per Day
Gas-tight "Coffin" for leaking/damaged hazardous gas cylinders		688.96	Per Day
PERSONAL PROTECTIVE EQUIPMENT			
Level "D" PPE		11.30	Per Day, Per Person
Level "C" PPE		24.86	Per Day, Per Person
Level "B" PPE		101.72	Per Day, Per Person
Level "A" PPE with SCBA or ALBA		282.54	Per Day, Per Person
D.O.T. DRUMS, BAGS, AND LINERS			
5 Gal. Fiber Drum		9.05	Each
5 Gal. Poly Drum		9.05	Each
5 Gal. Steel Drum		14.70	Each
8 Gal. Poly Drum		18.08	Each
8 Gal. Steel Drum		18.08	Each
10 Gal. Fiber Drum		13.56	Each
14 to 16 Gal. Poly Drum		22.60	Each
14 to 16 Gal Steel Drum		49.73	Each
20 Gal. Fiber Drum		31.65	Each
20 Gal. Poly Drum		30.51	Each
20 Gal. Steel Drum		39.56	Each
30 Gal. Fiber Drum		40.68	Each
30 Gal. Poly Drum		36.16	Each
30 Gal. Steel Drum		55.38	Each
55 Gal. Fiber Drum		28.25	Each
55 Gal. Poly Drum		28.25	Each
55 Gal. Steel Drum		38.43	Each
85 Gal. Poly Recovery/Salvage Drum		171.79	Each
85 Gal. Steel Recovery/Salvage Drum		122.06	Each
Tri-Wall Box (1 cubic yard)		45.21	Each
Drum Bung Plug		2.83	Each

Drum Lid	9.05	Each
Drum Ring and Bolt	14.70	Each
Drum Liners, each	1.70	Each
Roll of Drum Liners, 50 count, per roll	85.89	Each
Asbestos Handling Bags	5.65	Each
E. Supplies and Equipment	Unit	Unit
30 Gallon Plastic Bags	1.70	Each
Reactive Bags, each	1.13	Each
Roll-Off Bin Liners, each	39.56	Each
Sheet Plastic, Visqueen, 20' by 50'	45.21	Each
Sheet Plastic, Visqueen, Roll, 20' by 100', per roll	88.16	Each
Flex Hose, 6-inch diameter, per 100 feet	245.29	Each
4 Feet Fluorescent Light Tube Coffin	62.89	Each
8 Feet Fluorescent Light Tube Coffin	62.89	Each
Pallet	10.48	Each
6 Inch Aluminum Pipe Per Feet Per Day	3.14	Each
OPERATIONAL EQUIPMENT		
Compressor, 10-20 cfm at 100 psi	10.17	Per Hour
Compressor, 150+ cfm at 100 psi	10.17	Per Hour
Drum Crusher	4.52	Per Hour
Extension Cord	1.13	Per Hour
Generator, 2500-5000 watts	10.17	Per Hour
Hydroblaster / Pressure Washer	62.16	Per Hour
Jack Hammer	7.91	Per Hour
Lighting, 2500-5000 watts	4.52	Per Hour
Power Saw	5.65	Per Hour
Pneumatic Chipping Hammer	5.65	Per Hour
Rivet Buster	5.65	Per Hour
Chop Saw, metal cutting	5.65	Per Hour
Sawzall	5.65	Per Hour
Skilsaw	6.78	Per Hour
Steam Cleaner	39.56	Per Hour
55 Gallon HEPA Vacuum	13.56	Per Hour
Ventilation Blower	13.56	Per Hour
Confined Space Entry Gear	52.41	Per Hour
Decontamination Center, Asbestos	79.11	Per Four Hour Period
Decontamination Center, Non-Asbestos	79.11	Per Four Hour Period
Foam Unit	19.21	Per Four Hour Period
Pump, 1.0-2.90 inch suction diameter	19.21	Per Four Hour Period
Pump, 3-6 inch suction diameter	19.21	Per Four Hour Period
Pump, acid compatible	19.21	Per Four Hour Period
Sand Blaster	39.56	Per Four Hour Period
Dewatering Bin	131.03	Per Day
Barricades / Traffic Cones	1.13	Per Day
CLEAN-UP SUPPLIES		
Absorbant Booms, 5"x10'	18.08	Each
Absorbant Booms, 8"x10'	23.73	Each
Absorbant Pillows, 17"x17", Polypropylene	9.05	Each
Absorbant Sheets/Pads, Economy, 17"x19" or 18"x18"	2.26	Each
Absorbant Sheets/Pads, Polypropylene, 17"x19" or 18"x18"	1.13	Each
Absorbant Socks, 3"x 8'	14.13	Each
Acid Neutralizer, 50 lb. bag or drum	9.05	Each
Solvent Adsorbant, Carbon-based, 50 lb. bag or drum	11.30	Each
Caustic Neutralizer, 42 lb. bag or drum	12.43	Each

Cement, 94-100 lb. bag	9.60	Each
CKD, Cement Kiln Dust, 1 cu. ft. bag	9.05	Each
Clay Absorbant, 50 lb. bag	16.95	Each
Fly Ash, 100 lb. bag	11.30	Each
Formaldehyde Polymerizer	10.17	Each
E. Supplies and Equipment	Unit	Unit
Pozzalonic Ash, 1 cu. ft. bag	5.65	Each
Pozzalonic Ash, 1 ton	45.21	Each
Sand Bags, empty	2.55	Each
Solid-a-Sorb, diatomaceous earth, 25 lb. bag	6.78	Each
Vermiculite, 4 cu. ft. bag	16.95	Each
MISC. TOOLS, EQUIPMENT, AND MATERIALS		
Duct Tape, roll	2.26	Each
Ear Plugs, pair	0.05	Each
Eyewash Solution, Buffered, 16 oz. bottle	1.13	Each
Glass Sampling Tubes	2.26	Each
Hazard Tape, roll	2.26	Each
Hazardous Waste Labels	1.13	Each
HazCat Equipment per test	4.52	Each
Instant Ice Packs	0.57	Each
Rags	1.13	Each
Sampling Jars, 8 oz.	1.13	Each
Sampling Jars, 4 oz.	1.13	Each
Shrink Wrap, roll	16.95	Each
Polaroid Camera, per picture	1.13	Each
Safety Blanket	1.13	Each
Air Sampling Pump	30.51	Per Four Hour Period
Drager Air Pump or equivalent	16.95	Per Four Hour Period
Four-Gas Detector	24.86	Per Four Hour Period
Mercury Vapor Analyzer	24.86	Per Four Hour Period
Organic Vapor Analyzer, full-size PID-type	24.86	Per Four Hour Period
OVA, Organic Vapor Analyzer, FID-type	24.86	Per Four Hour Period
Radiation Detector/Monitor	31.65	Per Four Hour Period
Safety Harness with Lanyard	6.78	Per Four Hour Period
Decontamination Materials	6.78	Per Day
Eye Wash Station	2.26	Per Day
Fire Extinguisher, 20 lb. dry chem, ABC-type	2.26	Per Day
Water Cooler		
Drager Colorimetric Tubes or equivalent,	18.00%	% Markup

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, Bulked	42.38	84.76	84.76	105.96	141.27	204.85	1.79	gallon
Acid, Chromic, Conc>5%	50.86	101.72	101.72	127.14	169.53	245.53	2.02	gallon
Acid, Flam. Liquid	127.14	254.29	254.29	317.86	423.82	614.54	4.03	gallon
Acid, Flam. Solid	127.14	254.29	254.29	317.86	423.82	614.54		
Acid, HF, Conc>5%	76.29	152.57	152.57	190.72	254.29	368.72	3.57	gallon
Acid, Inorg. Liq.	42.38	84.76	84.76	105.96	141.27	204.85	1.79	gallon
Acid, Inorg. Sld.	44.08	88.16	88.16	110.19	146.92	213.04	0.88	pound
Acid, Orgn'c. Liq.	127.14	254.29	254.29	317.86	423.82	614.54	4.03	gallon
Acid, Orgn'c Sld.	127.14	254.29	254.29	317.86	423.82	614.54	0.88	pound
Acid, Nitric, Conc>20%	66.11	132.24	132.24	165.29	220.38	319.56	2.55	gallon
Acid Solns, Inorg, Conc<1%	40.68	81.38	81.38	101.72	135.62	196.65	1.79	gallon
Acid Solns, Inorganic, Non-oxidizer, Conc 1 to 5%	40.68	81.38	81.38	101.72	135.62	196.65	1.79	gallon
Acid Solns, Inorganic, Non-oxidzr, Conc 5 to 20%	42.38	84.76	84.76	105.96	141.27	204.85	1.79	gallon
Acid Solns, Nitric, 2 to 20%	66.11	132.24	132.24	165.29	220.38	319.56	4.07	gallon
Acid Solns, Nitric, Conc<2%	66.11	132.24	132.24	165.29	220.38	319.56	1.79	gallon
Acid, Sulfuric, Conc>20%	49.16	98.33	98.33	122.91	163.87	237.62	4.28	gallon
Aerosol Cans, Corrosive	52.55	105.11	105.11	131.39	175.18	254.01		
Aerosol Cans, Flammable	52.55	105.11	105.11	131.39	175.18	254.01		
Aerosol Cans, Inorg'c Poison	52.55	105.11	105.11	131.39	175.18	254.01		
Aerosol Cans, Org'c Poison	52.55	105.11	105.11	131.39	175.18	254.01		
Alcohols, Flammable	22.03	44.08	44.08	55.10	73.46	106.52	1.18	gallon
Alcohols, Flam. Poison	22.03	44.08	44.08	55.10	73.46	106.52	1.18	gallon
Ammunition, Small Arms	406.87	813.73	813.73	0.00	0.00	0.00	7.93	pound
Ammunition, Special	QFA	QFA	QFA	QFA	QFA	QFA		
Antifreeze, Reclaimable	16.28	32.55	32.55	40.68	54.25	78.66	0.56	gallon
Asbestos-Containing Mat'ls	18.65	37.30	37.30	46.62	62.16	90.13	0.13	pound
Base, Low-Conc Solns	25.43	50.86	50.86	63.58	84.76	122.91	1.79	gallon
Base, High-Conc Solns	50.86	101.72	101.72	127.14	169.53	245.81	3.01	gallon

Base, Flam. Liquid	127.14	254.29	254.29	317.86	423.82	614.54	4.03	gallon
Base, Flam. Solid	110.19	220.38	220.38	275.48	367.31	532.60	0.00	pound
Base, Inorganic Liquid	42.38	84.76	84.76	105.96	141.27	204.85	1.43	gallon
Base, Inorganic Solid	44.08	88.16	88.16	110.19	146.92	213.04	0.88	pound
Base, Organic Liquid	127.14	254.29	254.29	317.86	423.82	614.54	4.03	gallon
Base, Organic Solid	127.14	254.29	254.29	317.86	423.82	614.54	0.88	pound
Batteries, Lead Acid	16.95	33.91	33.91	42.38	56.51	81.94	254.74	cubic yard
Batteries, Non-Recyclable	18.65	37.30	37.30	46.52	62.16	90.13		
Batteries, Recyclable	118.67	237.34	237.34	296.68	395.57	573.57		
Batteries, Lithium	161.05	322.11	322.11	402.63	536.84	778.42		
Caustic, Bulk	40.68	81.38	81.38	101.72	135.62	196.65	1.43	pound
Cyanide Cmpds, Solid	161.05	322.11	322.11	402.63	536.84	778.42	0.00	pound
Cyanide Solutions, CN<5%	110.19	220.38	220.38	275.48	367.31	532.60	4.07	gallon
CN Solns, Conc 5% to 10%	110.19	220.38	220.38	275.48	367.31	532.60	4.07	gallon
Cyanide Solns, CN>10%	110.19	220.38	220.38	275.48	367.31	532.60	4.07	gallon
Cyanide Sludge, CN<5%	161.05	322.11	322.11	402.63	536.84	778.42	0.99	pound
Cyanide Sludge, CN>5%	161.05	322.11	322.11	402.63	536.84	778.42	0.99	pound
Cyanide, w/ Inerts, CN<5%	161.05	322.11	322.11	402.63	536.84	778.42	0.99	pound
Cyanide, w/ Inerts, CN>5%	149.19	298.37	298.37	372.97	497.28	721.06	0.99	pound
Cyanide Cmpds Labpack	149.19	298.37	298.37	372.97	497.28	721.06		
Cyanide Solns Labpack	149.19	298.37	298.37	372.97	497.28	721.06		
Dioxin Prec'sr-No Trtmt Stds	118.67	237.34	237.34	296.68	395.57	573.57	8.15	gallon
Dioxin Prec'sr-w/ Trtmt Stds	118.67	237.34	237.34	296.68	395.57	573.57	8.15	gallon
Drums, Empty, Non-recyc.	23.73	47.46	47.46	59.33	79.11	114.71	163.04	cu.yd.
Drums, Empty, For Recon.	5.08	10.17	10.17	12.72	16.95	24.58		
Drums, Empty, Recyclable	5.08	10.17	10.17	12.72	16.95	24.58		
Flammable Liquid, Bulk	22.03	44.08	44.08	55.10	73.46	106.52	1.18	gallon
Flam. Liquid, Labpack	59.33	118.67	118.67	148.34	197.78	286.79	0.00	
Flam. Liquid, Poison	93.24	186.48	186.48	233.10	310.81	450.66	1.18	gallon
Flammable Solid	76.29	152.57	152.57	190.72	254.29	368.72		pound
Flam. Solid with Asbestos	110.19	220.38	220.38	275.48	367.31	532.60		pound
Fluor. Lites w/ Blsts or Strs	66.11	132.24	132.24	165.29	220.38	319.56	1.13	each
Fluor. Light Tubes, Broken	201.74	403.48	403.48	504.34	672.46	975.07		
Fluor. Light Strt. Tubes	0.00	0.00	0.00	0.00	0.00	0.00	0.20	linear foot

Fluor. Light U-Tubes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.12	each
Freon for Recycling	16.95	33.91	33.91	42.38	56.51	81.94					
Fuel Gas Cyls, wt<20 lbs.	101.72	203.43	203.43	254.29	339.06	491.63					
Fuel Gas Cyls, wt>20 lbs.	0.00	203.43	203.43	254.29	339.06	491.63				0.00	pound
H.I. Discharge Bulbs	201.74	403.48	403.48	504.34	672.46	975.07					
Isocyanide Compounds	135.62	271.24	271.24	339.06	452.08	655.51				8.15	gallon
Lead	33.91	67.81	67.81	84.76	113.02	163.87				0.00	pound
Liquid Fuels Labpack	59.33	118.67	118.67	148.34	197.78	286.79					
Liq/Sludge for Stabilization	44.08	88.16	88.16	110.19	146.92	213.04				1.79	gallon
Medical/Biohaz's Waste (Human Feces)	118.67	237.34	237.34	296.68	395.57	573.57					
Medicines, Liquid	93.24	186.48	186.48	233.10	310.81	0.00					
Medicines, Solid	110.19	220.38	220.38	275.48	367.31	0.00					
Mercury Compounds, Bulk	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52					
Mercury Cmpds Labpack	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52					
Mercury-Containing Debris	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52					
Mercury LP, Slds & Met. Hg	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52					
Mercury LP, Recyc'ble	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52					
Mercury, Metallic, Bulk	40.68	81.38	81.38	101.72	135.62	196.65				8.15	pound
Meth'l. Chloride, Reclaimable	18.65	37.30	37.30	46.62	62.16	90.13				1.61	gallon
Motor Oil, Bulk, Recyclable	22.03	44.08	44.08	55.10	73.46	106.52				0.67	gallon
Motor Oil, Bulk, Incin/Fuel	37.30	74.59	74.59	93.24	124.32	180.27				339.66	cubic yard
Motor Oil LP, Incin/Fuel	23.73	47.46	47.46	59.33	79.11	114.71				1.13	gallon
Non-RCRA Liquid, Bulk	55.95	111.89	111.89	139.86	186.48	270.40				339.66	cubic yard
Non-RCRA Liquid, Labpack	27.13	54.25	54.25	67.81	90.41	131.10				0.11	pound
Non-RCRA Solid	27.13	54.25	54.25	67.81	90.41	131.10				0.11	pound
Non-RCRA Solids/Debris	30.51	61.03	61.03	76.29	101.72	147.49				1.33	gallon
Non-RCRA Sludges & Liquids	22.03	44.08	44.08	55.10	73.46	106.52				0.67	gallon
Non-RCRA Waters & W/O	18.65	37.30	37.30	46.62	62.16	90.13				0.67	gallon
Non-RCRA Waste Oil	20.35	40.68	40.68	50.86	67.81	98.33					
Oil Filters	30.51	61.03	61.03	76.29	101.72	147.49				0.74	gallon
Oil/Water Clarifier Waste	30.51	61.03	61.03	76.29	101.72	147.49				1.18	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<2in.	45.78	91.54	91.54	114.43	152.57	221.23				1.43	gallon
OLPF, BTU>5K/lb, HOC10-20 pH 3 to 11, and Sludge<2in.	45.78	91.54	91.54	114.43	152.57	221.23				1.43	gallon
OLPF, BTU>5K/lb, HOC>20% pH 3 to 11, and Sludge<2in.	45.78	91.54	91.54	114.43	152.57	221.23				1.43	gallon

OLPF, BTU>10K/lb, HOC<10 pH 3 to 11, and Sludge<15in.	38.99	77.98	77.98	97.48	129.97	188.45	1.61	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge<15in.	38.99	77.98	77.98	97.48	129.97	188.45	1.61	gallon
OLPF, BTU>10K/lb, HOC<10 pH 3 to 11, and Sludge>15in.	38.99	77.98	77.98	97.48	129.97	188.45	1.61	gallon
OLPF, BTU>5K/lb, HOC<10% pH 3 to 11, and Sludge>15in.	38.99	77.98	77.98	97.48	129.97	188.45	1.61	gallon
Org'c Liq, BTU>5K/lb, HOCs<10%, pH 3 to 11, Sludge>15in.	38.99	77.98	77.98	97.48	129.97	188.45	1.61	gallon
Org'c Liq Fuel, Acid, BTU>5K/lb, HOC's<10, pH<3, Sludge<2in	127.14	254.29	254.29	317.86	423.82	614.54	3.17	gallon
Org'c Liq Fuel, Alk., BTU>5K/lb, HOC<10, pH>11, Sludge<2in.	127.14	254.29	254.29	317.86	423.82	614.54	3.17	gallon
Organic Peroxide	144.10	288.20	288.20	360.25	480.33	696.48	0.00	gallon
Oxidizer, Acidic Liquid	76.29	152.57	152.57	190.72	254.29	368.72	4.28	gallon
Oxidizer, Acidic Solid	169.53	339.06	339.06	423.82	565.09	819.38	0.00	pound
Oxidizer, Basic Liquid	76.29	152.57	152.57	190.72	254.29	368.72	3.77	gallon
Oxidizer, Basic Solid	169.53	339.06	339.06	423.82	565.09	819.38	0.00	pound
Oxidizer, Inorg, LC Soln	76.29	152.57	152.57	190.72	254.29	368.72	3.77	gallon
Oxidizer Labpack	135.62	271.24	271.24	339.06	452.08	655.51		
Oxidizer, Liquid	76.29	152.57	152.57	190.72	254.29	368.72	4.95	gallon
Oxidizer, Solid, Lo Conc	169.53	339.06	339.06	423.82	565.09	819.38	0.00	pound
Oxidizer, Solid	169.53	339.06	339.06	423.82	565.09	819.38	0.00	pound
PCB Compounds	101.72	203.43	203.43	254.29	339.06	491.63	7.93	gallon
PCB-Cntng Capcrrs & Sm Trs	101.72	203.43	203.43	254.29	339.06	491.63		
PCB-Cntng Firsrct Light Blsts	101.72	203.43	203.43	254.29	339.06	491.63		
PCB-Cntng Lg Transfrmr	0.00	0.00	0.00	0.00	0.00	0.00	1.13	pound
Paint, Bulk Recyc'ble Latex	38.99	77.98	77.98	97.48	129.97	188.45	0.37	pound
Paint, Bulk Non-Recyc. Latex	30.51	61.03	61.03	76.29	101.72	147.49	0.37	pound
Paint, Bulk Recyc'ble O-Base	30.51	61.03	61.03	76.29	101.72	147.49	0.20	pound
Paint, Bulk Non-Recyc OBase	67.81	135.62	135.62	169.53	226.03	327.76	0.20	pound
Paint, LP Recyc'ble Latex	61.03	122.06	122.06	152.57	203.43	294.98	515.15	cubic yard
Paint, LP Recyc'ble Oil-Base	93.24	186.48	186.48	233.10	310.81	450.66	515.15	cubic yard
Paint, LP Non-Rec Latex	50.86	101.72	101.72	127.14	169.53	245.81	515.15	cubic yard
Paint, LP Non-Recy O-Base	61.03	122.06	122.06	152.57	203.43	294.98	515.15	cubic yard
Paint, Slids/Sludge for Recyc.	67.81	135.62	135.62	169.53	226.03	327.76	0.00	pound
Paint, Slids/Sludge, Non-Recy.	93.24	186.48	186.48	233.10	310.81	450.66	0.00	pound
Perchloroethylene, Rec'l'ble	33.91	67.81	67.81	84.76	113.02	163.87	1.79	gallon
Poison, Flammable Liquid	93.24	186.48	186.48	233.10	310.81	450.66	1.74	gallon
Poison, Liquid	93.24	186.48	186.48	233.10	310.81	450.66	1.74	gallon

Poison, Solid	110.19	220.38	220.38	275.48	367.31	532.60	0.83	pound
Rags, for Incineration	76.29	152.57	152.57	190.72	254.29	368.72	0.78	pound
Rags and Debris	27.13	54.25	54.25	67.81	90.41	131.10	0.78	pound
Reactive Cpds, Air React'v	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52	7.93	pound
Reactive Cpds, Wtr Rctive	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52	7.93	pound
Reactive Cpds, Wtr R, Corr.	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52	7.93	pound
Reactive Cpds, Wtr R, Pois.	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52	7.93	pound
Reactive Cpds Other	QFA	QFA	QFA	QFA	QFA	QFA	QFA	
Solids, Non-regulated or Non RCRA	23.73	47.46	47.46	59.33	79.11	114.71	509.49	cubic yard
Solid Fuels, Blendable	93.24	186.48	186.48	233.10	310.81	450.66	0.41	pound
Sld Fuels, BTU>5K,HOC<20	93.24	186.48	186.48	233.10	310.81	450.66	0.41	pound
Slds, Non-Paint, for Repack	93.24	186.48	186.48	233.10	310.81	450.66	0.78	pound
Smokeless Powder	406.87	813.73	813.73	1,017.17	1,356.22	0.00		
Spont'sly Combustible Cpds	406.87	813.73	813.73	1,017.17	1,356.22	1,966.52	7.93	pound
Thorium and Uranium Cpds	0.00	QFA	QFA	QFA	QFA	QFA	QFA	
Trichloroethane, Rec'll'ble	50.86	101.72	101.72	127.14	169.53	245.81	1.79	gallon
Trichloroethylene, Rec'll'ble	50.86	101.72	101.72	127.14	169.53	245.81	1.79	gallon
Wastewater	25.43	50.86	50.86	63.58	84.76	122.91	0.91	gallon

Additional Clean Harbors Service Offerings and Rates for Parts Washer Services

PART WASHER RENTAL: INCLUDES RENTAL, SERVICE AND DISPOSAL.

STATE PRODUCT NAME AND NUMBER QUOTED#	SERVICE INTERVAL	Rate PRICE PER UNIT
Safety-Kleen(SK) Mdl 26 Brake Parts Cleaner	6 Week	\$ 77.62
	8 Week	\$ 77.62
	12 Week	\$ 77.62
	24 Week	\$ 77.62
SK Mdl-94 (no lid, on casters)	6 Week	\$ 113.84
	8 Week	\$ 113.84
	12 Week	\$ 113.84
	24 Week	\$ 113.84
SK Mdl 90 Sink & Drum Parts Washer	8 Week	\$ 139.71
	12 Week	\$ 139.71
SK Mdl 91 Vat Parts Washer	8 Week	\$ 232.85
	12 Week	\$ 232.85
SK Mdl 91 Vat Parts Washer	4 Week	\$ 232.85
	6 Week	\$ 232.85
	12 Week	\$ 232.85
	24 Week	\$ 232.85
SK Mdl 81.8 Agitation Immersion Parts Washer	8 Week	\$ 517.45
	12 Week	\$ 517.45
SK Mdl 250 System One	6 Week	\$ 310.47
	12 Week	\$ 310.47
SK Mdl 1055 Combo PG Cleaner - 87021 /81	12 Week	\$ 206.98
SK Mdl 1077 PG Cleaner - 70721	6 Week	\$ 181.11
	8 Week	\$ 181.11
	12 Week	\$ 181.11
CITY OWNED EQUIPMENT SCHEDULE		SERVICE PRICE
40 Gallon Ultrasonic Cleaner - Located at LAPD Piper Tec	per service	\$ 186.28



Performance Plus PCEO Oil Pricing

Prices Subject to change without notice

Part Numbers

PRODUCT	PRODUCT DESCRIPTION	Bulk *	Case	Case	Drum	Bulk *	Case	Case	Drum
21B520X	Performance Plus SAE 5W-20 Synthetic Blend SN/GF-5	5.85	26.99	38.13	337.50	3101937	3101907	3101909	3101911
21B530X	Performance Plus SAE 5W-30 Synthetic Blend SN/GF-5	5.85	26.99	38.13	337.50	3101936	3101915	3101917	3101919
21B103X	Performance Plus SAE 10W-30 Synthetic Blend SN/GF-5	5.45	25.10	35.46	313.88	3101935	3101905	3101903	3101901
21C020S	Performance Plus SAE 0W-20 Full Synthetic dexos1 SN/GF-5	12.15	56.69	62.99	719.99	3101775	3101870	3101871	3101840
21C530S	Performance Plus SAE 5W-30 Full Synthetic dexos1 SN/GF-5	11.70	53.99	60.29	675.00	3101275	3101927	3101494	3101490

PRODUCT	PRODUCT DESCRIPTION	Bulk *	Case	Case	Drum	Bulk *	Case	Case	Drum
24XMXVR	Performance Plus Multi-Vehicle ATF	10.79	50.39	62.99	630.00	3101773	3101872	3101873	3101874

Performance Plus Fleet/Industrial

Oil Pricing

Prices Subject to change without notice

Effective Date

November 14, 2016

Part Numbers

PRODUCT	PRODUCT DESCRIPTION	Bulk *	Case	Case	Drum	Bulk *	Case	Case	Drum
22B103X	Performance Plus SAE 10W30 CJ-4/SN	7.20	31.50	37.22	427.50	3100062	3101928	3101929	3101930
22B154X	Performance Plus SAE 15W40 CJ-4/SN	7.20	31.50	37.22	427.50	3100297	3101125	3101127	3100391

PRODUCT	PRODUCT DESCRIPTION	Bulk *	Case	Case	Drum	Bulk *	Case	Case	Drum
31A32XX	Performance Plus AW 32 Hydraulic Oil	4.32	n/a	n/a	269.99	3100030	n/a	n/a	3101479
31A46XX	Performance Plus AW 46 Hydraulic Oil	4.32	n/a	n/a	269.99	3100031	n/a	n/a	3101480
31A68XX	Performance Plus AW 68 Hydraulic Oil	4.32	n/a	n/a	269.99	3100032	n/a	n/a	3101481

* 110 gallon total delivery minimum

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination**A. Termination for Convenience**

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If 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, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. 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** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder 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.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. Agreement/Reference All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. When to submit Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR** must provide **CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the **CITY'S** online insurance compliance system, at <http://track4la.lacity.org>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY'S or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Exhibit E

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits**Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability**☐ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)**Professional Liability** (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐**Pollution Liability**☐**Surety Bonds - Performance and Payment (Labor and Materials) Bonds****Crime Insurance**

Other: _____