



PROFESSIONAL SERVICES AGREEMENT NO. **47841**

Company Name: Clean Harbors Environmental Services, Inc.

Subject: Hazardous Substance Spill and Emergency
Response Services

TABLE OF CONTENTS

ARTICLE I – PARTIES AND NOTICE

- 1.1 Parties to the Agreement**
- 1.2 Service of Notices**
- 1.3 Execution of Task Orders and Contract Administration**

ARTICLE II - TERM OF THE AGREEMENT

- 2.1 Term of the Agreement**

ARTICLE III – TIME

ARTICLE IV – COMPENSATION AND PAYMENT

- 4.1 Compensation**
 - 4.1.1 Not-to-Exceed Amount
 - 4.1.2 Authorized Expenditures
- 4.2 Allowable Fees and Costs**
 - 4.2.1 Payment of Subconsultant Costs
 - 4.2.2 Reimbursement of Travel Expenses
 - 4.2.3 Other Reimbursable Expenses
 - 4.2.4 Conditions for Payment for Overtime
 - 4.2.5 Annual Rate Increases
 - 4.2.6 Price and Hourly Rate Conditions
- 4.3 Method of Payment**
 - 4.3.1 Required Invoice Information
 - 4.3.2 Time and Material Task Order Invoices
 - 4.3.3 Fixed Price Task Order Invoices
 - 4.3.4 Notice of Items Not Approved for Payment
 - 4.3.5 Notification of Status of Task Order Expenditures
 - 4.3.6 Timely Invoicing
 - 4.3.7 Maximum Authorized Amount

ARTICLE V – PROVISION OF SERVICES

- 5.1 Services to be Provided by the Consultant**
 - 5.1.1 Description of Consultant Services
 - 5.1.2 LADWP Approval of Work
 - 5.1.3 Industry Standard of Care
- 5.2 Consultant Personnel**
 - 5.2.1 Key Consultant Personnel
 - 5.2.2 Unavailability of Key Personnel
 - 5.2.3 Removal of Consultant Personnel
- 5.3 Consultant Use of Subconsultants**
 - 5.3.1 LADWP Pre-Approval of Subconsultants
 - 5.3.2 Subconsultant Subcontracting
 - 5.3.3 Agreement Provisions Applicable to Subconsultants
 - 5.3.4 Copies of Consultant Subconsultant Contracts

ARTICLE VI - TASK ORDER DEVELOPMENT AND APPROVAL

- 6.1 Task Order Request for Proposal (TORP)**
- 6.2 Task Order Proposal**
- 6.3 Evaluation of Task Order Proposal**
- 6.4 Task Order Approval and Authorization**
- 6.5 Task Order Modifications**

ARTICLE VII - OWNERSHIP

- 7.1 Ownership Rights**
 - 7.1.1 Use of Deliverables
 - 7.1.2 Execution of Ownership Documents
- 7.2 Warranty Against Infringement**
- 7.3 Survival of Provisions**

ARTICLE VIII - CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- 8.1 Confidentiality**
- 8.2 Reference Background Checks**

ARTICLE IX - TERMINATION AND SUSPENSION

- 9.1 Termination for Convenience**
 - 9.1.1 Notice of Termination
 - 9.1.2 Receipt of Notice of Termination
 - 9.1.3 Amount Due
- 9.2 Termination for Cause**
- 9.3 Suspension of Work**
- 9.4 Termination Transition**

ARTICLE X - AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

- 10.1 Amendments**
 - 10.1.1 Request for Amendment
 - 10.1.2 Development of Amendments
 - 10.1.3 Approval and Authorization of Amendments
- 10.2 Administrative Changes**
 - 10.2.1 Request for Administrative Changes
 - 10.2.2 Development of Administrative Changes
 - 10.2.3 Approval and Authorization of Administrative Changes
- 10.3 Order of Precedence**

ARTICLE XI - DISPUTES

- 11.1 Disputes**
 - 11.1.1 Dispute Resolution
 - 11.1.2 Continued Work
 - 11.1.3 Claim Procedures

ARTICLE XII - ENTIRE AGREEMENT

12.1 Number of Pages and Attachments

12.2 Represented by Counsel

EXHIBITS

Exhibit A	General Conditions (Services)
Exhibit B	Special Provisions
Exhibit C	Fee Schedule
Exhibit D	Allowable Travel Expenses
Exhibit E	List of Subconsultants
Exhibit F	List of Key Consultant Personnel
Exhibit G	Contract Insurance Requirements – LADWP
Exhibit H	Statement of Work
Exhibit I	Background Check Certification
Exhibit J	Confidentiality Agreement for LADWP Proprietary Information
Exhibit K	Safety Compliance Certificate

**AGREEMENT NUMBER 47841
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter "LADWP") and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation (hereinafter the "Consultant" or "Contractor"). Individually, LADWP and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

Los Angeles Department of Water and Power (LADWP)
111 North Hope Street, Room 1050
Los Angeles, California 90012

and

Clean Harbors Environmental Services, Inc.
2500 East Victoria Street
Compton, CA 90220

1.2 Service of Notices

All notices, demands and communications regarding the interpretation of the terms of this Agreement or changes thereto shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile or email, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices shall be:

Authorized representatives of LADWP:

Katherine Rubin
Director of Corporate Environmental Affairs
Los Angeles Department of Water and Power
Corporate Environmental Affairs
111 North Hope Street, Room 1050
Los Angeles, California 90012
(213) 367-0436
Katherine.Rubin@ladwp.com

and

Brian Gonzalez
Manager of Hazardous Substances
Los Angeles Department of Water and Power
Corporate Environmental Affairs
111 North Hope Street, Room 1050
Los Angeles, CA 90012
(213) 367-2612
Brian.Gonzalez@ladwp.com

Authorized representatives of the Consultant:

Cherylina Jones
Senior Account Manager
2500 East Victoria Street
Compton, CA 90220
(310) 502-8751
Jones.Cherylina@CleanHarbors.com

and

Mike De La Torre
Field Services District Manager
2500 East Victoria Street
Compton, CA 90220
(310) 764-5851:
Delatorre.mike@cleanharbors.com

1.3 Execution of Task Orders and Contract Administration

The LADWP authorized representatives identified in Article 1.2 above are authorized to execute Task Orders, and perform Contract Administration duties such as issue Change Order Notices, formally approve Deliverables, review invoices submitted for payment, etc.

ARTICLE II: TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate five (5) years, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

ARTICLE III: TIME

LADWP and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

ARTICLE IV: COMPENSATION AND PAYMENT

4.1 Compensation

4.1.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed Ten Million Dollars (\$10,000,000).

4.1.2 Authorized Expenditures

Of the total amount of compensation included in Article 4.1.1 above, LADWP shall pay the Consultant for services performed, tasks implemented, and deliverables provided as specified in individual Task Orders executed in accordance with Article 4.2, Allowable Fees and Costs, and Article VI, Task Order Development and Approval, of this Agreement. LADWP shall not be liable for payment of monies unless there is a written Task Order approved by LADWP's authorized representative(s) identified in Article 1.2 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

4.2 Allowable Fees and Costs

LADWP shall pay for services established in a Task Order executed in accordance with Article VI, Task Order Development and Approval, of this Agreement and based upon the Consultant and Subconsultant labor rates established in **Exhibit C, Fee Schedule**, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of deliverables, and one electronic copy of deliverables costs.

4.2.1 Payment of Subconsultant Costs

LADWP shall pay for Subconsultant expenses at the actual amount to be paid by the Consultant to the Subconsultant, consistent with the Subconsultant labor rates and fees established in **Exhibit C, Fee Schedule**, or the Subconsultant rates established in an authorized Task Order for services provided in accordance with this Agreement. In the event of a conflict between the Subconsultant rates established in **Exhibit C, Fee Schedule**, and an authorized Task Order, Subconsultant costs shall be paid at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of Subconsultants, including the Consultant's reviewing and processing of Subconsultant invoices. No markup of any kind by the Consultant or Subconsultant for Subconsultant services of any tier shall be allowed.

4.2.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for LADWP pursuant to an authorized Task Order must be pre-approved by LADWP. LADWP approved travel expenses shall be paid at the actual cost of such expenses, consistent with **Exhibit D, Allowable Travel Expenses**, which is attached hereto and made a part hereof. No markup of any kind by the Consultant or Subconsultant of any tier for travel expenses shall be allowed.

4.2.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of ten dollars (\$10.00), materials, supplies used in the work performed for LADWP pursuant to an authorized

Task Order. Reimbursable expenses shall be paid by LADWP at the actual cost of such expenses, the expense rates established in **Exhibit C, Fee Schedule**, or the expense rates established in an authorized Task Order, as applicable. In the event of a conflict between the expense rates established in **Exhibit C, Fee Schedule**, and an authorized Task Order, expenses shall be reimbursed at the lowest rate. No markup of any kind by the Consultant, Subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of LADWP to accomplish the work shall become the property of LADWP upon purchase and shall be delivered to LADWP at the conclusion of the work. Any other items purchased by the Consultant for performance of services pursuant to an authorized Task Order shall be the property of the Consultant, shall not be charged to LADWP, and shall not be reimbursed by LADWP.

4.2.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, or on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in **Exhibit C, Fee Schedule**. In special circumstances, an overtime or labor rate premium may be allowed at the sole option of LADWP, with prior written approval by an LADWP authorized representative designated in Article 1.2 of this Agreement. The overtime billing rate shall be calculated based upon the employee's salary rather than the entire fully loaded billing rate.

4.2.5 Annual Rate Increases

The fee schedule set forth in Exhibit C is to be in effect from the date of the contract execution and for a period of 12 months thereafter. The Consultant may request adjustments, upward or downward, to the fee schedule on the anniversary date of the execution and every 12 months thereafter, and is subject to the review and approval of LADWP's Authorized Representative. Any such request shall be made in writing and accompanied by a justification including supporting documents for the adjustments. These changes shall not exceed the previous year's average Consumer Price Index amount calculated by using the "annual" average column data for the United States Department of Labor, Bureau of Labor Statistics; Consumer Price Index, U.A. City Average for Urban Wage Earners and Clerical Workers.

4.2.6 Price and Hourly Rate Conditions

- 4.2.6.1** Clean Harbors' normal employee workday is 7:00 AM to 3:30 PM, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24-hour day.
- 4.2.6.2** All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime (OT).
- 4.2.6.3** Sunday and Holidays are considered premium time (PT).
- 4.2.6.4** Unless specifically notated in the equipment description, all equipment rates are un-operated.
- 4.2.6.5** A \$27 fee per manifest fee will be charged for every manifest created and/or managed by Clean Harbors.

4.3 Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to LADWP in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately.

4.3.1 Required Invoice Information

A hard copy of the invoice shall be submitted to:

Attn: Mr. David Geere
Task Administrator
Department of Water and Power
City of Los Angeles
PO Box 51111, Room 1050
Los Angeles, CA 90051-5700

An electronic copy of the invoice must be concurrently submitted and emailed to David Geere at david.geere@ladwp.com, and invoices shall be submitted to:

Accounts Payable Business Unit
Los Angeles Department of Water and Power
PO Box 51211, Room 424
Los Angeles, CA 90051-5511

The following information shall be included in each invoice submitted by the Consultant to LADWP:

1. Consultant name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Internal Revenue Service ID Number
4. Date of invoice
5. Invoice number
6. Contract number
7. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order
8. Description of services and deliverables provided related to each individual Task Order and associated costs
9. Supporting documentation for all costs and expenses, in a format acceptable to LADWP
10. Following certification statement signed by the Consultant:
“I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.”
11. Taxes
12. Total amount of invoice
13. Approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Article 1.1, Parties to the Agreement and Service of Notices, of this Agreement
14. An accompanying LADWP Subcontractor Utilization Form, **Exhibit L**, or its successor reporting format, identifying the amounts paid to each authorized Subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated Subconsultant percentages identified in **Exhibit E, List of Subconsultants**, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in Subconsultant utilization
15. The following specific language in the invoices/bills is acceptable:
“Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom

background checks have been conducted, and for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between the Consultant and LADWP) has been found.”

Consultant’s failure to submit accurate and all required information shall result in LADWP’s rejection of the invoice and non-payment.

4.3.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice LADWP on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including original receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant’s invoice prepared in accordance with the requirements of Article 4.3.1 of this Agreement.

4.3.3 Fixed Price Task Order Invoices

For Task Orders specifying a fixed price method of payment, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by LADWP or receipt of the Consultant’s invoice prepared in accordance with the requirements of Article 4.3.1, whichever is later.

4.3.4 Notice of Items Not Approved for Payment

LADWP’s project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant in writing of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, LADWP shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between LADWP and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article XI, Disputes, of this Agreement. LADWP shall pay undisputed invoice amounts.

4.3.5 Notification of Status of Task Order Expenditures

The Consultant shall notify LADWP in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by LADWP. Failure of the Consultant to provide such written notification may result in late payment of invoices by LADWP.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. At the time of the Notice, the Consultant shall notify the Authorized Representative in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order, and when the funds will be required.

If, after notification, additional funds are not approved by the end of the Task Order period or another agreed-upon date, upon the Consultant's written request the LADWP Authorized Representative may in its sole discretion terminate the Task Order.

4.3.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including Subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to LADWP within six (6) months of the cost or expenses being incurred by the Consultant or Subconsultant. LADWP shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to LADWP six (6) months after the date the costs were incurred by the Consultant or Subconsultant.

4.3.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that would increase LADWP's total obligation above the maximum authorized amount set forth in Article 4.1.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. LADWP shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, tasks, and deliverables identified in the **Statement of Work (Exhibit H)** included herein, authorized by LADWP in this Agreement, and as set forth and agreed to by the Parties in individual Task Orders.

5.1.1 Description of Consultant Services

Consultant shall provide the services described in **Exhibit H**, and as set forth and agreed to by the Parties in individual Task Orders.

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits and attachments.

5.1.2 LADWP Approval of Work

All services, work, tasks, and deliverables are subject to LADWP approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverables pursuant to Article IV, Compensation and Payment, of this Agreement.

LADWP reserves the right to contract separately with other consultants to review the Consultant's deliverables and other work products produced in accordance with the terms of this Agreement. If LADWP contracts separately with other consultants to assist LADWP in reviewing the Consultant's deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

The Consultant shall provide access and make available to LADWP the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

5.1.3 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

5.2 Consultant Personnel

5.2.1 Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the **List of Key Consultant Personnel** set forth in **Exhibit F**. Key Consultant Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. LADWP considers the services of the Consultant's key personnel listed in **Exhibit F** essential to the Consultant's performance under this agreement.

The Consultant shall not reassign any key personnel without LADWP's prior written consent. LADWP shall review and approve or disapprove any personnel who are designated as key personnel in **Exhibit F** for any reason at its sole discretion. LADWP shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

5.2.2 Unavailability of Key Personnel

In the event individual key personnel listed in **Exhibit F** are terminated either with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to LADWP written notification detailing the circumstances of the unavailability. The written notification shall designate replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel who have a level of experience and expertise equivalent to the unavailable individual key personnel for LADWP review and approval.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders since the award of this agreement was predicated upon the competency of the Key Personnel provided.

5.2.3 Removal of Consultant Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services or Work, if LADWP considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Consultant at no cost or expense to LADWP. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

5.3 Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in **Exhibit E, List of Subconsultants**. **Exhibit E, List of Subconsultants**, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each Subconsultant identified in **Exhibit E**.

Notwithstanding the fact that the Consultant is utilizing Subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

LADWP has no obligation to any Subconsultant and nothing herein is intended to create any privity between LADWP and the Consultant's Subconsultant.

5.3.1 LADWP Pre-Approval of Subconsultants

LADWP shall pre-approve, in writing, any reduction, addition or substitution to the Subconsultants listed in **Exhibit E, List of Subconsultants**, in accordance with **Exhibit B, Special Provisions, Subconsultant Substitution, Reduction, or Addition**, under **SP-5**. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

5.3.2 Subconsultant Subcontracting

Subconsultants may not subcontract or delegate assigned work unless Consultant obtains LADWP's prior written consent.

5.3.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Articles 5.3.2, the provisions of Article VII, Ownership, and Article VIII, Confidentiality and Restrictions on Disclosure of this Agreement.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

5.3.4 Copies of Consultant Subconsultant Contracts

Upon request, the Consultant shall provide LADWP with copies of Consultant Subconsultant contracts associated with the performance of this Agreement.

ARTICLE VI: TASK ORDER DEVELOPMENT AND APPROVAL

6.1 Task Order Request for Proposal (TORP)

During the term of this Agreement, LADWP shall have the right to request submittal of a Task Order Proposal within the general scope of work contemplated by this Agreement and consistent with **Exhibit C, Fee Schedule**. Task Orders may be based either upon a fixed price or a time and materials basis. For each task requested, LADWP shall prepare and transmit a TORP to any Consultant(s) which will include the following elements:

1. Task order number
2. Task name or title
3. Purpose and Objective of the task assignment
4. Prerequisites to Consultant's performance
5. Scope of Work
6. Premises (assumptions, conditions, restrictions, project location, etc.)
7. References (from past projects for similar work)
8. Key Consultant and Subconsultant personnel required for the task
9. Anticipated SBE/DVBE/MBE/WBE Subconsultant participation
10. Method of compensation (fixed price or time-and-materials basis)
11. Estimated total expenditures, including not-to-exceed cost or mutually established fixed price costs, to be paid to the Consultant to perform the task assignment
12. Detailed cost estimate with work breakdown, personnel or labor category, labor hours, labor rates, and expenditures as basis for the amount in Item 11
13. Applicable Consultant and Subconsultant Labor Rates and Fees, if not included in **Exhibit C, Fee Schedule** of the Agreement
14. Schedule, including expected progress reports and expected completion date

15. LADWP's designated Task Order Authorized Representative(s) as identified in the TORP
16. Deliverables
17. The methodology for evaluation of the successful task order proposal

6.2 Task Order Proposal

Upon receipt of LADWP's written TORP, the Consultant, at its own expense, shall prepare and deliver to LADWP a written response within ten (10) calendar days or as otherwise requested by LADWP. The Consultant's written response shall be in the form of a Task Order Proposal.

The Consultant may suggest to LADWP that changes be made to the work and services contemplated in the TORP. As part of the Task Order Proposal, the Consultant shall provide LADWP with a detailed cost estimate proposal, including identification of all required personnel, rates, and hours of effort.

In the event that Consultant personnel, Subconsultants, or expenses not included in **Exhibit E, List of Subconsultants**, or **Exhibit C, Fee Schedule**, are required by the Consultant to complete the task, the Task Order Proposal shall specifically include such additions to the appropriate Agreement Exhibits for approval and authorization by LADWP.

The Consultant shall comply with Article 5.3.1 of this Agreement and provide a summary of overall Subconsultant utilization for the Task Order and the Agreement as whole, and explain any deviations from the anticipated Subconsultant participation identified in **Exhibit E, List of Subconsultants**, and recommendations for recovering any shortfalls in Subconsultant utilization.

6.3 Evaluation of Task Order Proposal

LADWP will review and evaluate the Task Order Proposal for completeness, clarity, Consultant's ability to perform the work and services, schedule, and proposed use of Subconsultants and Consultant personnel.

During the review of the Consultant's Task Order Proposal, LADWP and the Consultant shall cooperatively work to develop a Task Order. To that end, informal exchanges between the Consultant and LADWP Task Order administrator or project manager are encouraged to aid in the development of the Task Order.

Any particular Task Order may be performed either on a time-and-materials basis with a not-to-exceed amount established for each Task Order, or upon a lump-sum basis, or a combination thereof. The particular method of compensation for each Task Order shall be determined by the Parties during its development. LADWP and the Consultant shall select the method of compensation that is most

compatible with the particular Task Order, provides the least cost to LADWP, and assures the Consultant adequate compensation consistent with this fee schedule in **Exhibit C**.

LADWP and the Consultant agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials Task Order for services based upon the Consultant labor rates established in **Exhibit C, Fee Schedule**. Failure to agree on the price of such Task Orders shall be treated as a dispute and subject to the provisions of Article XI, Disputes, of this Agreement.

Upon agreement over the final form of a Task Order, the Consultant shall transmit the Task Order, signed by the Consultant's Authorized Representative, to LADWP.

6.4 Task Order Approval and Authorization

Upon LADWP's acceptance of an executed Task Order, the LADWP's Authorized Representative(s) as identified in Article 1.2 of this Agreement, or their designee established in writing, shall provide written authorization to the Consultant to commence the work described in the Task Order. A Task Order authorization letter executed by LADWP's Authorized Representative shall be transmitted to the Consultant to document all Task Orders.

The Task Order authorization letter shall describe the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. LADWP shall not be liable for payment for Consultant services, work, task, deliverables, or costs that are performed outside an authorized Task Order.

6.5 Task Order Modifications

LADWP or Consultant may seek modifications to an authorized Task Order to address needed services, work, tasks, subtasks, deliverables, schedules, or costs associated with the authorized Task Order or to address changed conditions. Such Task Order modifications shall be processed in accordance with the Task Order development procedures established in this Article VI, Task Order Development and Approval.

ARTICLE VII: OWNERSHIP

7.1 Ownership Rights

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of LADWP and that LADWP shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed

by the Consultant on deliverables and any supporting documentation therefor shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of LADWP. LADWP owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire," the Consultant shall and hereby does transfer and assign to LADWP for no additional consideration, all rights, title, and interest that it may possess in such deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable LADWP to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all Subconsultants, to assign to LADWP all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

7.1.1 Use of Deliverables

LADWP has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If LADWP determines that a deliverable, or any part thereof, requires correction prior to LADWP approval, LADWP has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

7.1.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to LADWP.

7.2 Warranty Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its Subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

7.3 Survival of Provisions

The provisions of this Article VII, Ownership, shall survive termination and expiration of this Agreement.

ARTICLE VIII: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

8.1 Confidentiality

All documents, records, and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

8.2 Reference Background Checks

To the extent permitted by applicable law, LADWP may conduct reference checks on the Consultant, its employees, agents, and Subconsultants who shall have, or may have, access to LADWP customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly sensitive nature of such information and data and agrees to cooperate with LADWP and provide, to the extent permitted by applicable law, whatever information LADWP requires in order to conduct reference checks. LADWP may request changes to Consultant personnel pursuant to Article 5.2.1 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

ARTICLE IX: TERMINATION AND SUSPENSION

9.1 Termination for Convenience

9.1.1 Notice of Termination

LADWP may terminate this Agreement, or any Task Order, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.

9.1.2 Receipt of Notice of Termination

After receipt of a notice of termination and except as otherwise directed by LADWP, the Consultant shall:

- A. Stop work under the Agreement or Task Order on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders with Subconsultants for any work except as may be necessary for completion of such portions of the services or work expressly excluded from the Notice of Termination.
- C. Communicate any Notice of Termination to the affected Subconsultants at any tier.
- D. Terminate all orders and contracts with Subconsultants that relate to the performance of the services or work.
- E. Settle outstanding liabilities and claims arising out of such termination of orders and contracts with Subconsultants, with the acceptance of LADWP if required (which acceptance will be for the final purposes of this Article).
- F. Deliver to LADWP, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
- G. Transfer title to LADWP (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by LADWP, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.

- H. Comply with any other requirements of LADWP as may be specified in the Notice of Termination.

9.1.3 Amount Due

The amount due the Consultant by reason of termination for LADWP's convenience shall be determined as follows:

- A. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after LADWP reviews and approves of the work.
- B. The Consultant shall also be compensated by LADWP on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after LADWP review and approval of the work.

9.2 Termination for Cause

LADWP may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of LADWP's notice of breach to cure, or diligently commence to cure such breach. LADWP's notice of breach shall include a time and location for the individuals identified in Article 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, LADWP may terminate this Agreement anytime thereafter upon providing the Consultant written notice.

If this Agreement is terminated for cause, the Consultant shall comply with Article 9.1.2, above. LADWP shall pay for LADWP accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

9.3 Suspension of Work

Upon written notice, LADWP may direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. In the event that LADWP suspends work, the authorized Task Order schedule and budget shall be adjusted as appropriate in accordance with the provisions of Article 6.5 of this Agreement.

9.4 Termination Transition

When a replacement Consultant has been identified, the Consultant shall provide reasonable cooperation in the transition of its responsibilities to the replacement Consultant selected by LADWP to perform the tasks described in the scope of work and formerly performed by the Consultant for this Agreement during the fifteen (15) calendar day period prior to termination of the Agreement. The Consultant for this Agreement shall accept no additional tasks with respect to the scope of work after the effective date of the termination.

ARTICLE X: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

10.1 Amendments

10.1.1 Request for Amendment

During the term of this Agreement, LADWP shall have the right to request an Amendment to change the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Article 4.1 of this Agreement. LADWP shall make a formal written request with respect to the Amendment.

10.1.2 Development of Amendments

Within ten (10) calendar days following the Consultant's receipt of LADWP's written request for an Amendment, the Consultant, at its own expense, shall prepare and deliver to LADWP a detailed written statement regarding the implementation and impact of the Amendment, including a proposal of the estimated cost impact.

Upon LADWP's review of the Consultant's written response to the request for an Amendment, LADWP and Consultant shall cooperatively work to develop an Amendment to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

10.1.3 Approval and Authorization of Amendments

Once both Parties agree to the language of the Amendment, the Amendment shall be signed by the person(s) authorized to bind the Consultant thereto. LADWP shall deliver a copy of the fully executed Amendment to the Consultant. After complete and authorized signatures by both Parties, the Amendment shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

Amendments that result in an Agreement term of greater than five (5) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter “City Charter”).

10.2 Administrative Changes

10.2.1 Request for Administrative Changes

During the term of this Agreement, LADWP or the Consultant may request changes to the work within the Agreement that are administrative in nature, including but not limited to changes to the authorized representatives, key Consultant or Subconsultant personnel, reporting documentation, and/or the implementation of pre-approved cost of living adjustments in fee schedules. LADWP or the Consultant shall make a formal written request with respect to each administrative change it desires to make.

10.2.2 Development of Administrative Changes

When a change is requested by either Party, the receiving Party will review the implementation and impact of the administrative change. Within ten (10) calendar days following the receipt of the written administrative change request, LADWP or the Consultant, at its own expense, shall prepare and deliver to the originating Party a detailed written statement regarding the implementation and impact (including cost, if any) of the administrative change.

Upon review of the written response to the administrative change request, LADWP and Consultant shall cooperatively work to develop an Administrative Change to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

10.2.3 Approval and Authorization of Administrative Changes

Upon approval of the Administrative Change to the Agreement prepared pursuant to Article 10.2.2, LADWP’s authorized representatives as identified in Article 1.2, of this Agreement, or their designee established in writing, shall deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter “ Notice of Administrative Change”) for execution.

10.3 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- Latest Amendment
- Agreement
- Latest Administrative Change (as set forth in Section 10.2 above)
- Task Order Assignment
- Other reference documents
- Proposal response dated January 18, 2024
- Request for Proposal No. 90719 dated December 13, 2023, and any amendments thereto.

Except as otherwise specified, in the event of any conflict between the Special Provisions and the General Conditions contained herein, the Special Provisions will control.

Each party shall notify the other immediately upon the determination of any such conflict or inconsistency.

Should anything necessary for a clear understanding of the Work be omitted from the Agreement Documents, or should the requirements appear to be in conflict, the Consultant shall secure written instructions from LADWP before furnishing the Work affected thereby.

ARTICLE XI: DISPUTES

11.1 Disputes

11.1.1 Dispute Resolution

The parties shall use their best efforts to resolve disputes under this Agreement. If a settlement cannot be reached, or in the event of default that could result in termination of this Agreement, LADWP and the Consultant shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall 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.

11.1.2 Continued Work

The Consultant and LADWP shall continue to perform work under the Agreement during any dispute.

11.1.3 Claim Procedures

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 Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et seq.*

ARTICLE XII: ENTIRE AGREEMENT

12.1 Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-five (25) pages and twelve (12) Exhibits, which constitute the complete understanding among the Parties.

12.2 Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows.]

SIGNATURE PAGE

WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly
thorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

CLEAN HARBORS ENVIRONMENTAL
SERVICES, LLC

By signing below, the signatories attest that they
have no personal, financial, beneficial, or familial
interest in this contract.

By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Signed by:

FFABAE4EEC0B491...
By: _____
JEROEN DIDERICH
President Environmental Sales & Services

Date: _____

Date: 11/9/2024

And: _____
CHANTE L. MITCHELL
Board Secretary

Signed by:

B3153BC8976741F...
By: _____
MARC MCREYNOLDS
Senior Vice President Western Region

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY
November 13, 2024

Date: 11/12/2024


BY _____
MARK S. REUSCH
Deputy City Attorney

Vendor Code: 054825008

City Business Tax Registration Certificate Number: 0002592039-0001-9

EXHIBIT A

General Conditions (Services)

**EXHIBIT A
General Conditions**

TABLE OF CONTENTS

GC-1	Construction of Provisions and Titles Herein
GC-2	Applicable Law, Interpretation, Enforcement and Severability
GC-3	Time of Effectiveness
GC-4	Integrated Agreement
GC-5	Force Majeure
GC-6	Waiver
GC-7	Independent Consultant
GC-8	Prohibition Against Assignment or Delegation
GC-9	Licenses and Certifications
GC-10	Non-Discrimination/Equal Employment Practices/Affirmative Action Program
GC-11	Claims for Labor and Materials
GC-12	Los Angeles City Business Tax Registration Certificate Required
GC-13	Indemnification Provisions
GC-14	Insurance
GC-15	Child Support Policy
GC-16	Service Contract Worker Retention Ordinance and Living Wage Policy
GC-17	Americans with Disabilities Act
GC-18	Retention of Records, Audit, and Reports
GC-19	LADWP's Recycling Policy
GC-20	Taxpayer Identification Number (TIN)
GC-21	Beneficiaries
GC-22	Consultant's Successors and Assigns
GC-23	Attorney's Fees and Costs
GC-24	Equal Benefits Ordinance
GC-25	Contractor Responsibility Program
GC-26	Bidder Campaign Contribution and Fundraising Restrictions
GC-27	Municipal Lobbying Ordinance
GC-28	Iran Contracting Act of 2010
GC-29	Contractor Performance Evaluation
GC-30	Errors and Omissions
GC-31	Safety
GC-32	Non-Interference

EXHIBIT A General Conditions

GC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against LADWP or the Consultant. The word "Consultant" herein and in any amendment hereto means the Party or Parties identified in this Agreement wherein this Exhibit is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neutral gender shall be deemed to include the genders not used.

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

The provisions of this article shall survive the expiration or termination of this Agreement.

GC-3 Time of Effectiveness

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

- A. This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.

EXHIBIT A General Conditions

- B. This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- D. This Agreement has been signed on behalf of LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

GC-4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or verbal, relating hereto. This Agreement may be amended only as provided for in Article X, Amendments and Administrative Changes to the Agreement of this Agreement.

GC-5 Force Majeure

If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to pay for services provided.

GC-6 Waiver

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

GC-7 Independent Consultant

The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of LADWP or the City of Los Angeles, and all the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's Subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents

EXHIBIT A General Conditions

to be an agent or employee of LADWP for any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of LADWP:

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

Such permission may be withheld at LADWP's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant.

GC-9 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required, therefore. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this Agreement. Consultant agrees to immediately notify LADWP of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

GC-10 Non-Discrimination/Equal Employment Practices/Affirmative Action

A. Non-Discrimination and Equal Employment Practices

The Agreement shall comply with the provisions of Los Angeles Administrative Code Section 10.8.2, Non-Discrimination Clause and Section 10.8.3, Equal Employment Practices. By affixing its signatures on the Agreement that is subject to the Equal Employment Practices Provisions, the Consultant shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

B. Affirmative Action Program

EXHIBIT A General Conditions

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, the Consultant shall agree to adhere to the provisions in the Affirmative Action Program for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

GC-11 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement to prevent any lien or other claim under any provision of law from arising against LADWP or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

GC-12 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

GC-13 Indemnification Provisions

A. General Indemnification

The Consultant undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of LADWP, defend LADWP and any and all of its Board, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Consultant's employees

EXHIBIT A

General Conditions

and agents, or damage or destruction to any property of either party hereto, or third persons in any manner caused by the acts, errors, or omissions incident to the performance of this contract on the part of the Consultant, or the Consultant's officers, agents, employees, or Subconsultants of any tier, except for the sole negligence or willful misconduct of LADWP, its Board, officers, agents, or employees.

B. Intellectual Property Indemnity

Consultant will indemnify, defend at its expense and hold harmless LADWP against any loss, cost, expense, liability, and damages paid by LADWP as a result of any judgment or settlement as a consequence of any infringement claim, demand, proceeding, suit or action (hereinafter "Action") against LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of LADWP's actual or intended use under the specifications contained herein by LADWP of any product furnished by Consultant (hereinafter "Consultant Product"). Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant, however, shall have no liability to LADWP herein with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon a modification by LADWP of the Consultant Product furnished hereunder.

In Consultant's defense of LADWP, negotiation, compromise, and settlement of any such infringement action, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with LADWP's consent, do one of the following immediately at its expense: (i) procure for LADWP the right to continue using said infringing part of the product; (ii) replace the product with a functionally equivalent, non-infringing product; or (iii) modify the product so it becomes non-infringing.

EXHIBIT A General Conditions

Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the Consultant Product by LADWP under the specifications herein. If Consultant proves, to LADWP's satisfaction, that none of the options (i), (ii), or (iii) are feasible, Consultant shall instead refund the full purchase price of the product.

Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

This Condition shall survive the expiration or other termination of this Agreement.

GC-14 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to LADWP, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Contractor/Vendor shall procure at its own expense and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The insurance shall also by specific endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Contractor's negligent acts, errors, or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the contract.

EXHIBIT A General Conditions

2. Separation of Insured's Interest and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made, or suit is brought and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this Agreement with the Department.

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of, or results from, the acts, errors, or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

4. Proof of Insurance for Renewal or Extension Required

Contractor shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Requirement page showing that the insurance coverage has been renewed or extended and shall be filed with the Department.

5. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements using either an Acor certificate of insurance along with any required specific endorsements or using the Department's own endorsement form(s) or using other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for the Department of Water and Power was attached to a specific policy, and the insurance carrier's name. It

EXHIBIT A General Conditions

shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice by first class mail or electronic mail to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

The Risk Management Section
Los Angeles Department of Water and Power
Post Office Box 51111, JFB Room 465
Los Angeles, California 90051-0100
Riskmanagement.Risky@ladwp.com

6. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract and with the same limits, terms and conditions of the expiring policy.

7. Failure to Maintain and Provide as Cause for Termination

After prior notices have been provided, any failure by the contractor to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

8. Sub-Contractor Compliance

The Contractor shall be responsible for all sub-contractors. The vendor shall require all subcontractors performing any work to maintain insurance limits in accordance with Vendor's standard agreements with such subcontractors.

EXHIBIT A General Conditions

9. Specific Insurance Requirements

Contractor/consultant shall provide evidence of insurance as required in **Exhibit G, Contract Insurance Requirements-LADWP.**

GC-15 Child Support Policy

The Consultant and any Subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any Subconsultant(s)' employees. The Consultant and any Subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any Subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any Subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any Subconsultant(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any Subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by LADWP shall subject this Agreement to termination.

The Consultant will contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section.

GC-16 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code. The ordinance require that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least 3 months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

EXHIBIT A General Conditions

- A. Retention by a successor Consultant for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated Consultant or Subconsultant, earning no more than twice the hourly wage without health benefits available under the LWO Section 10.37 et seq. of the Los Angeles Administrative Code.
- B. Payment of a minimum initial wage rate to employees as defined in the LWO, as may be adjusted each July 1, and provisions of benefits as defined in the LWO.
- C. Consultant further pledges that the Consultant shall comply with federal law proscribing retaliation for union organizing and shall not retaliate for activities related to the LWO. Consultant shall require each of its Subconsultants within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Consultant shall deliver the executed pledges from each such Subconsultant to the City within 90 days of the execution of the Subconsultant. Consultant's delivery of executed pledges from each such Subconsultant shall fully discharge Consultant's obligation with respect to such pledges and fully discharge the obligation of the Consultant and Subconsultants to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
- D. The Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce the employee's rights under the LWO by any lawful means, or otherwise asserting rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The Consultant shall post the LWO Notice to Employees and the Notice of Prohibition Against Retaliation, in a conspicuous place.
- E. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to these provisions and shall incorporate the provisions of the LWO and the SCWRO.
- F. Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

EXHIBIT A General Conditions

Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Consultant has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(e), the designated administrative agency has determined (a) that the Consultant is in violation of the LWO in having failed to pay some or all the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Consultant the awarding authority may deduct the amount determined to be due and owing by the Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4(b) of the Los Angeles Administrative Code, requiring employers to inform employees of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

GC-17 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GC-18 Retention of Records, Audit, and Reports

Consultant shall maintain, and shall cause Consultant's Subconsultants and suppliers to maintain records pertaining to the performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial

EXHIBIT A General Conditions

transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all fees claimed to have been incurred and services performed pursuant to this Agreement (“financial records”).

All financial records shall be retained and shall be subject to examination and audit by LADWP personnel or by LADWP’s agents (herein after “Authorized Auditors”), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this Agreement, whichever is later.

Upon thirty days’ written notice to Consultant, LADWP shall have the right to audit the financial records of Consultant and its Subconsultants, upon reasonable written notice to Consultant, no more than one time per year, at LADWP’s cost. The Authorized Auditors shall make good faith efforts not to unreasonably interfere with Consultant’s normal business operations. LADWP shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Consultant’s standard nondisclosure terms and to utilize standard audit software and methodologies. Any information provided by Consultant and its Subconsultants on machine readable media (e.g. Access, Excel or ACL) shall be provided in a format accessible and readable by the Authorized Auditors. Consultant and Subconsultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor’s examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective, and consistent with standard auditing procedures the Consultant will be provided thirty (30) calendar days to review the Authorized Auditor’s examination results or audit and respond to LADWP prior to the examination or audit’s finalization.

If the Authorized Auditor’s examination or audit indicates an error in billing resulting in either an underpayment or overpayment under a previous payment application, the identified discrepancy shall be reviewed. The Parties will discuss the best manner in which to correct the error within fifteen (15) calendar days of Authorized Auditor’s notice to the Parties of the billing error. The Party in error will pay the other Party the amount of the discrepancy within fifteen (15) calendar days thereafter.

The Consultant shall contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision GC-18 in each Subconsultant contract and by contractually requiring each Subconsultant to insert this provision GC-18 in any of its Subconsultant contracts

EXHIBIT A General Conditions

related to services under this Agreement. In addition, Consultant and Subconsultants shall also include the following language in each Subconsultant contract:

“LADWP is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, Subconsultant or any other person/entity.”

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the General Conditions GC-18 for LADWP Professional Service Contracts reveals that LADWP overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to LADWP within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

The provisions of this section shall survive expiration or termination of this Agreement.

GC-19 LADWP’s Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

GC-20 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

GC-21 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted, to create any rights in any non-signatory to this Agreement.

GC-22 Consultant’s Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

EXHIBIT A General Conditions

GC-23 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-24 Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:
- “During the performance of a Contract with the City of Los Angeles, the CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”
- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the

EXHIBIT A General Conditions

Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract.
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3(a) of the Ordinance.
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they

EXHIBIT A

General Conditions

submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Consultant shall comply with the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Consultants shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the following City Ethics Commission's webpage: <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-28 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

GC-29 Contractor Performance Evaluation

Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. The LADWP's Contractor Performance Evaluation Program (CPEP) document can be found on the following webpage: <https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders>

EXHIBIT A General Conditions

LADWP will evaluate and record the Contractor's overall performance to determine whether the Contractor is fulfilling its obligations on the current contract and to assess the Contractor's suitability to perform work for LADWP in the future. Contractors are required to meet critical contract provisions including, but not limited to, timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the Contractor from doing business with LADWP for a period up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

GC-30 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by LADWP of any task or deliverable, or any requested design changes by LADWP, or any part thereof, shall not relieve the Consultant of the responsibility to meet all the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its errors or omissions in said previously approved deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

GC-31 Safety

The Consultant shall arrange facility visits with LADWP who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of LADWP personnel when visiting any facility.

The Consultant shall do everything reasonable to protect the life, safety, and health of persons at the work site. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Consultant shall be responsible for ensuring that each of the Consultant's Subconsultants meets the standards of this Article.

GC-32 Non-Interference

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of LADWP or any other City department.

END OF GENERAL CONDITIONS

EXHIBIT B
Special Provisions

EXHIBIT B
Special Provisions

TABLE OF CONTENTS

SP-1	Definitions
SP-2	RESERVED
SP-3	RESERVED
SP-4	Warranty and Responsibility of Consultant
SP-5	Small Business Enterprise (SBE)/Disabled Veteran Business (DVBE) Participation Program
SP-6	RESERVED
SP-7	RESERVED
SP-8	Materials Furnished by the Consultant
SP-9	RESERVED
SP-10	Labor Laws
SP-11	RESERVED
SP-12	RESERVED
SP-13	Conflicts of Interest
SP-14	RESERVED
SP-15	Background Check Certification Requirement
SP-16	Confidentiality
SP-17	Security Policy and Requirements
SP-18	RESERVED
SP-19	Safety Compliance Certificate
SP-20	Data Security
SP-21	Prompt Payment to Subcontractors
SP-22	RESERVED
SP-23	Environmental Responsibility and Hazardous Substances Management

EXHIBIT B Special Provisions

SP-1 Definitions

CCR: Code of California Regulations.

CFR: Code of Federal Regulations.

CLEAN-UP AREAS: Any defined spatial area, as determined by LADWP detailed in the project scope of work, that may include, but is not limited to surface area, below ground, in water, on or in equipment, building structures, and other related areas containing contamination, hazardous waste/material, and/or biological waste.

COTP: Captain of the Port.

Emergency Response: A response effort to an occurrence which results, or is likely to result, in an uncontrolled release, which may cause high levels of exposure to toxic substances, or which poses danger to employees, the public, or the environment requiring immediate attention.

FRP: Facility Response Plan.

ICS: Incident Command System.

Non-routine Hazardous Waste: Wastes that are generated as a result of a release of hazardous materials, or hazardous wastes that must be managed within 30 days.

NPREP: National Preparedness for Response Exercise Program.

OSPR: Oil Spill Prevention Response.

OSRO: Oil Spill Response Organization.

SCBA: Self-Contained Breathing Apparatus.

Unidentified Waste: Container(s) with unknown substances(s) deposited on LADWP property that requires an expedited (within 30 days) removal.

Worst Case Discharge (WCD): Largest discharge as determined by each facility's oil storage capacity, which is calculated based on formula given in Title 40, Code of Federal Regulations (CFR), Part 112, Appendix D.

SP-2 RESERVED

SP-3 RESERVED

EXHIBIT B Special Provisions

SP-4 Warranty and Responsibility of Consultant

Consultant warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Consultants profession, doing the same or similar work under the same or similar circumstances.

SP-5 Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts. LADWP's overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. The bidder shall assist LADWP in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in the LADWP contracts.

SP-6 RESERVED

SP-7 RESERVED

SP-8 Materials Furnished by the Consultant

All materials and work shall comply with these Agreement Documents. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough and workmanlike manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question. Equipment or materials furnished by the Consultant which are not in accordance with the Agreement Documents shall be removed and replaced at the Consultant's expense.

SP-9 RESERVED

SP-10 Labor Laws

The successful proposer and the proposer's agents, employees, and subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state, and local laws and regulations which affect the hours of work, wages, and other compensation of employees, nondiscrimination, and other conduct of the work.

EXHIBIT B Special Provisions

Workers shall be paid not less than prevailing wages pursuant to determinations of the Director of Industrial Relations, where applicable. To get the most current information on effective determination rates, the proposer shall contact:

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS AND RESEARCH
P.O. BOX 420603
SAN FRANCISCO CA 94142-0603
Telephone (Division Office): (415) 703-4780
Telephone (Prevailing Wage Unit): (415) 703-4774
Web: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

Penalties prescribed by the Labor Code for violations shall be forfeited to LADWP.

SP-11 RESERVED

SP-12 RESERVED

SP-13 Conflicts of Interest

Consultant will not accept any other contract during the term of the Agreement from any other party if such other contract could represent or could lead to a conflict of interest between LADWP, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article.

SP-14 RESERVED

SP-15 Background Check Certification Requirement

The Consultant shall (1) perform the required background checks of all designated principals, employees and/or Subconsultants of the Consultant; and (2) not assign principals, employees and/or Subconsultants of the Consultant convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, Background Check Certification) shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, without liability on the part of LADWP.

Consultant agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Consultant was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

EXHIBIT B Special Provisions

Consultant is advised that submission of a false claim for payment to LADWP may subject Consultant to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 *et seq.*). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Consultant and LADWP) has been found."

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the Consultant's failure to comply with this section.

SP-16 Confidentiality

All documents, records, and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

Document Access/Control

- A. The Consultant shall make the confidential information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or Subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and Subconsultants with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

EXHIBIT B Special Provisions

- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for LADWP from LADWP facilities without prior approval from LADWP. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
- D. With prior written approval from LADWP, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information as defined in Article 8.1.
- F. The Consultant shall require that all its employees, agents, and Subconsultants who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VIII, Confidentiality and Restrictions on Disclosure prior to performing work under this Agreement.
- G. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

SP-17 Security Policy and Requirements

The Consultant is required to adhere to all physical and cyber-related security policies, standards, requirements and procedures (collectively, "Security Requirements"), applicable to the project. All Consultant personnel, equipment, products, services, and Subconsultants involved with the work must adhere to all applicable Security Requirements throughout the duration of the Agreement or any extensions or amendments thereof. Security Requirements may be imposed by LADWP policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Department of Homeland Security (DHS).

Inability to meet the Security Requirements may be considered when evaluating the

EXHIBIT B Special Provisions

Consultant for consideration and award, including extensions or amendments to existing agreements. As security regulations and practices change over time, amendments and extensions to existing agreements may include additional Security Requirements not present in earlier agreements.

SP-18 RESERVED

SP-19 Safety Compliance Certificate

The Consultant(s) shall comply with the following safety compliance requirements:

- A. Consultant shall execute and comply with the form titled, "Safety Compliance Certificate" in Exhibit K of this Agreement.

- B. Consultant shall have a COVID-19 Transmission Control that is in writing and incorporates all applicable requirements and guidelines provided by:
 - 1. U.S. Centers for Disease Control and Prevention (CDC)
 - 2. California Division of Occupational Safety and Health (Cal-OSHA)
 - 3. California Department of Public Health (CaDPH)
 - 4. Los Angeles County Department of Public Health

- C. Consultant shall furnish its employees and require all subcontractors to furnish their employees all necessary safety equipment, including, but not limited to, personal protective equipment, safety devices, and safeguards.

LADWP reserves the right to review safety programs and practices and to make recommendations to the Consultant. Any such review or recommendation by LADWP shall not increase LADWP's liability or responsibility and shall not relieve the Consultant from providing a safe work environment and complying with legal requirements.

If LADWP determines that there is a material deviation from any regulatory agency's requirements or the Consultant's own IIPP that could contribute to serious injury, LADWP may order Consultant to stop work. Failure by the Consultant to comply with any regulatory agency's requirements or the Consultant's own IIPP may result in termination of the Agreement.

SP-20 Data Security

The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information (private and confidential), protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to LADWP, or an individual identified with the data or information in the Contractor's custody.

EXHIBIT B Special Provisions

SP-21 Prompt Payment to Subcontractors

Contractor or subcontractor shall pay to any subcontractor(s), not later than 7 days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

SP-22 RESERVED

SP-23 Environmental Responsibility and Hazardous Substances Management

Environmental Responsibility

A. Definitions.

“Clean-Up Actions” means any and all actions that a) LADWP reasonably deems necessary to address the Release of Hazardous Substances on or under the Clean-up Areas, if such Release of Hazardous Substances is the result of or caused by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants at the Clean-up Areas (subject to its right to dispute the need for such actions pursuant to the Dispute Resolution provision in Article 11.1 of the Agreement); (b) any federal, state, or local governmental authority requires or deems necessary to address the introduction of Hazardous Substances by Consultant on or under the Clean-up Areas or other properties, lands, or waters, or to address the Release of Hazardous Substances on, under, or from the Clean-up Areas if such introduction or Release is the result of or caused by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants at the Clean-up Areas or in connection with services provided by Consultant under the Agreement; or (c) are required by any Environmental Law as a result of the acts, errors or omissions of Consultant or Consultant's employees or subconsultants at the Clean-up Areas. Clean-Up Actions may include, without limitation, conducting evaluations, investigations, studies, assessments, and testing, as well as removing, disposing, remediating, containing, capping, encapsulating, and monitoring Hazardous Substances Released by Consultant on or under the Clean-up Areas and any other properties, lands, or waters affected or threatened by the Release of Hazardous Substances, to the extent that such Release of Hazardous Substances is the result of or caused by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants at the Clean-up Areas or offsite disposal by same.

“Environmental Laws” mean any and all existing or hereinafter adopted or amended federal, state, and local statutes, common law, ordinances, regulations, rules, orders, decrees, or governmental policies regulating, relating to, or imposing liability (including, but not limited to, response, removal, and remediation costs) or standards of conduct or

EXHIBIT B Special Provisions

performance concerning the natural environment, pollution control, Hazardous Substances, or toxic, dangerous, restricted, or designated substances, wastes, or materials. Environmental Laws include, without limitation, the following federal and state laws, amendments thereto, and all regulations, rules, orders, decrees, and governmental policies promulgated thereunder: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (commonly referred to as CERCLA or Superfund), 42 U.S.C. § 9601, *et seq.*; (b) the Resource Conservation and Recovery Act (commonly referred to as RCRA), 42 U.S.C. § 6901, *et seq.*; (c) the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. § 1251, *et seq.*; (d) the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; (e) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; (f) the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.* (commonly referred to as TSCA); (g) the Federal Insecticide, Fungicide, and Rodenticide Act (commonly referred to as FIFRA), 7 U.S.C. § 136, *et seq.*; (h) the Emergency Planning and Community Right-to-Know Act (commonly referred to as EPCRA), 42 U.S.C. § 11001, *et seq.*; (i) the Atomic Energy Act and Low-Level Radioactive Waste Policy Amendments Act, 42 U.S.C. § 2011, *et seq.*; (j) the Nuclear Waste Policy Act, 42 U.S.C. § 10101, *et seq.* (commonly referred to as NWPA); (k) the Porter-Cologne Water Quality Control Act, California Water Code § 13000, *et seq.*; (l) the Carpenter-Presley-Tanner Hazardous Substance Account Act (commonly referred to as HSAA), California Health and Safety Code § 25300, *et seq.*; (m) the Safe Drinking Water and Toxic Enforcement Act (commonly referred to as Proposition 65), California Health and Safety Code § 25249.5, *et seq.*; (n) the California Hazardous Waste Control Law, California Health and Safety Code § 25100, *et seq.*; (o) California's hazardous materials release response plan and inventory laws set forth in California Health and Safety Code § 25500, *et seq.*; and (p) California's underground storage of hazardous substances laws set forth in California Health and Safety Code § 25280, *et seq.*

“Exacerbation” means disturbing, spreading, or causing the increased migration of pre-existing Hazardous Substances on the Clean-up Area in such a way that requires a new, more expensive or more expansive Cleanup Action.

“Hazardous Substance” means (a) any substance, product, waste, or other material of any nature that is or becomes listed, regulated, or addressed under any Environmental Law; (b) any substance, product, waste, or other material of any nature that may give rise to liability under any Environmental Law or under any other statutory or common-law tort theory; (c) any substance, product, waste, or other material that is explosive, corrosive, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is regulated by any governmental authority (or by executive or judicial order) as a hazardous material; (d) petroleum, including crude oil or

EXHIBIT B Special Provisions

any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel, and any mixture thereof; (e) asbestos; (f) polychlorinated biphenyls; (g) urea formaldehyde foam insulation; (h) fossil fuel combustion wastes including, but not limited to, fly ash waste, bottom ash waste, slag waste, and flue gas emission control waste; (i) solid wastes resulting from the extraction and processing of ore; (j) cement kiln dust wastes; (k) lead, arsenic, mercury, chromium, and other metals; (l) volatile organic compounds and semi-volatile organic compounds; (m) polycyclic/polynuclear aromatic hydrocarbons; (n) perchlorate; and (o) radon gas. Hazardous Substances excludes nitrates and any substance or other material of any nature that is on or under the Clean-up Areas and that is unrelated to the acts, errors or omissions of Consultant or Consultant's employees or subconsultants at the Clean-up Areas.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances, whether by introduction of new Hazardous Substances or Exacerbation of pre-existing Hazardous Substances, into groundwater, surface water, soil, soil vapor, or air, or otherwise into the environment, as well as continuing migration through groundwater, surface water, soil, soil vapor, or air, or otherwise through the environment. The term does not include actions approved by LADWP related to the incorporation in a lawful manner of building materials into a permanent improvement to the Clean-up Areas. Release does not include the ongoing migration of the existing groundwater plume beneath the Clean-up Areas being addressed by the Second Interim Remedy for the North Hollywood Operable Unit.

B. Use of Hazardous Substances:

Consultant will not cause or allow the introduction of any new or additional Hazardous Substances that are not already on or under the Clean-up Areas to be brought, stored, manufactured, introduced, blended, recycled, or used on or under the Clean-up Areas, or cause or allow the introduction of any such new or additional Hazardous Substance to be Released on, under, or from the Clean-up Areas. Subject to the foregoing, Consultant may store soil cuttings, waste, and construction equipment and other materials or equipment that may contain Hazardous Substances on the Clean-up Areas, but only as necessary to perform the services pursuant to the Agreement, and in compliance with Applicable Laws. Consultant shall take all steps necessary to protect against acts, errors, or omissions of Consultant or Consultant's employees or subconsultants and third parties performing services pursuant to the Agreement that might result in the Release of Hazardous Substances on, under, or from the Clean-up Areas. Except as otherwise provided in this Special Provision, Consultant shall not be responsible for Hazardous Substances located on, under, or from the Clean-up Areas,

EXHIBIT B Special Provisions

that existed on, under or from the Clean-up Areas prior to Consultant's performance under the Agreement. Except as otherwise provided herein, Consultant shall not be responsible for acts, errors, or omissions by LADWP or its employees that result in the Release of Hazardous Substances on, under, or from the Clean-up Areas.

C. Consultant Clean-Up Obligations:

Consultant shall be responsible for any Clean-Up Action for the Release of Hazardous Substances caused by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants or in connection with services performed by Consultant at the Clean-up Areas. Except as otherwise provided herein, as between LADWP and Consultant, Consultant shall not be responsible for any actions required to respond to the Release of pre-existing Hazardous Substances at the Clean-up Areas, or a Release of Hazardous Substances caused by the acts, errors, or omissions of LADWP or LADWP's employees or any other third party at the Clean-up Areas.

Consultant shall not undertake any Clean-Up Action without LADWP's prior written approval, except in cases of emergency or where immediate action is necessary to comply with Environmental Laws. Notwithstanding the foregoing, LADWP shall provide Consultant notice of any Clean-Up Action to the extent that LADWP determines that a Clean-Up Action is required as a result of the acts, errors or omissions of Consultant or Consultant's employees or subconsultants. LADWP may, at its option, perform any or all reasonable and necessary Clean-Up Actions and bill Consultant for reasonable and necessary costs incurred (including, without limitation, all legal, engineering, consulting, permitting, and administrative costs and fees) to the extent that such costs are required to respond to a Release caused by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants, which Consultant agrees to pay on demand, subject to its right to dispute such actions or costs pursuant to the Dispute Resolution Provision in Article 11.1 of the Agreement, within sixty days of receipt of such invoice.

If a Clean-Up Action is allegedly caused in part by the acts, errors or omissions of Consultant or Consultant's employees or subconsultants and in part caused by pre-existing Hazardous Substances or LADWP's activities, then Consultant and LADWP shall follow the Dispute Resolution provision in Article 11.1 of the Agreement.

D. Management of Hazardous Substances:

Consultant shall manage any and all transportation, storage, and disposal of Hazardous Substances generated as a result of the acts, errors or omissions of the Consultant or Consultant's employees or subconsultants in or at the Clean-up Areas, according to the Applicable Laws.

EXHIBIT B Special Provisions

E. Environmental Indemnification:

The Parties intend for this Agreement to be construed as an agreement made in accordance with 42 U.S.C. § 9607(e) and California Health and Safety Code § 25364.

Consultant, on behalf of itself and its successors and assigns, undertakes and agrees to indemnify and hold harmless LADWP, the Board of Water and Power Commissioners, the City, and all of their respective officers, commissioners, boards, agents, employees, contractors, insurers, successors, and assigns (individually and collectively, “Indemnitees”), and at the option of the City, defend the Indemnitees with counsel satisfactory to the City, from and against any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs (including, without limitation response costs), fees (including, without limitation, attorneys’ fees and consultants’ fees), assessments, liabilities, damages, demands, judgments, fines, penalties, or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent (individually and collectively, “Claims”) that are incurred by or asserted against the Indemnitees as a result of (a) Consultant’s failure to perform or comply with the terms of this Special Provision; (b) Consultant’s failure to comply with any Environmental Law in connection with the acts, errors or omissions of Consultant or Consultant’s employees or subconsultants at the Clean-up Areas; (c) the Release of any Hazardous Substance on, under, or from the Clean-up Areas caused by the acts, errors or omissions of Consultant or Consultant’s employees or subconsultants at the Clean-up Areas; or (d) the disposal of Hazardous Substances at locations outside the Clean-up Areas, if the Release or disposal is caused by the acts, errors or omissions of Consultant or Consultant’s employees or subconsultants at the Clean-up Areas.

Consultant’s obligations under this Paragraph shall (a) exist regardless of any negligence on the part of Indemnitees, except if caused by the negligence or willful misconduct of LADWP and (b) apply and be effective for all accidents, occurrences, and events resulting from Consultant’s activities that occur during the term of this Agreement that give rise to future Claims, even if the actual Claim is asserted against the LADWP after this Agreement has expired or terminated; and be in addition to any other rights or remedies that Indemnitees have under law or under other provisions of this Agreement.

F. Survival of Clean-Up and Environmental Indemnity Obligations:

Obligations of Consultant pursuant to Paragraphs C (Consultant Clean-Up Obligations), D (Management of Hazardous Substances), and E (Environmental Indemnification) and their subsections, required to the extent of the acts, errors, or omissions of Consultant or Consultant’s employees or subconsultants during the term of this Agreement, shall survive the expiration or termination of this Agreement, subject to LADWP providing

EXHIBIT B Special Provisions

reasonable access to the Clean-up Areas to perform such obligations (in instances where, and to the extent that, Consultant is required to complete Cleanup Actions).

G. Right of Inspection:

Consultant shall permit LADWP and LADWP's agents, consultants, and employees' reasonable access with advance notice to the Clean-up Areas for the purpose of conducting environmental inspections and sampling during regular business hours and during other hours either by agreement of the parties or in the event of an environmental emergency. Except as provided in this paragraph G, Consultant shall not restrict access to any part of the Clean-up Areas or impose conditions on LADWP for inspection and testing. In the event that LADWP's environmental inspection includes sampling and testing on or under the Clean-up Areas, LADWP shall not interfere with Consultant's use of the Clean-up Areas or interfere with Consultant's compliance with DDW's control zone requirements. Upon completion of LADWP sampling and testing LADWP shall repair and restore the affected areas of the Clean-up Areas. Upon written request, LADWP shall provide Consultant with the lab results of any samples taken at, on, or under the Clean-up Areas during the term of the Contract.

H. Reports:

Consultant shall, at no cost to LADWP, provide electronic copies of any final, non-duplicative tests, studies, reports, data, permits, or manifests provided by Consultant to EPA, the Los Angeles Regional Water Quality Control Board, or other relevant regulatory agency, to the LADWP Project Manager, Brian Gonzalez (brian.gonzalez@ladwp.com) and Maria Depaz (maria.depaz@ladwp.com). At a minimum, such data shall be provided in a format identical to that provided to EPA, the Los Angeles Regional Water Quality Control Board, or other relevant regulatory agency and provided within the time frame established in the LM Agreement. At the request of LADWP, Consultant shall also, at no cost to LADWP, provide two (2) hard copies of such final tests, studies, reports, data, permits or manifests to the attention of: Director of Water Quality, 111 N. Hope Street, Room 1214, Los Angeles, CA 90051-0100.

I. Upon Agreement Termination:

Nothing contained in this Agreement shall be construed as consent by LADWP to any holding over by Consultant. LADWP expressly reserves the right to require Consultant to surrender possession of the Clean-up Areas to LADWP, upon the expiration or other termination of this Agreement. In all other respects, the use of the Clean-up Areas shall be governed by the provisions of this Contract.

J. Notices:

EXHIBIT B
Special Provisions

All notices provided in accordance with this Special Provision shall be in writing and shall be sent or delivered to the following:

To LADWP:

Antonio Quirante
Utility Administrator
Environmental Affairs
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1057
Los Angeles, CA 90012

With copies to:

Bethany Burgess
Deputy City Attorney
Los Angeles City Attorney's Office
Department of Water and Power
221 N. Figueroa Street, Suite 1000
Los Angeles, CA 90012

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061
Attn: General Counsel (Urgent Contract Matter)

Any notice or demand required shall be given (i) personally, (ii) by certified or registered mail, postage prepaid or return receipt requested, or (iii) by a reliable messenger or overnight courier to the addresses of the respective Parties set forth above. Any notice served personally shall be deemed delivered on the date of delivery, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt, as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) business days after deposit in the United States Mail. The Parties may from time-to-time designate any other address or addressee or additional addresses for this purpose by providing written notice to the other Party.

K. Notice Obligations Related to Hazardous Substances:

EXHIBIT B Special Provisions

Upon discovering any Hazardous Substance on or under the Clean-up Areas, regardless of cause, Consultant shall notify LADWP by contacting Brian Gonzalez, (213) 367-2612, 111 N. Hope Street, Room 1050, Los Angeles, CA 90012 and Maria Depaz (213)-202-6378, 111. N. Hope Street, Room 1218, Los Angeles, CA 90012.

Upon discovering any Hazardous Substance on or under the Clean-up Areas regardless of cause, Consultant also shall comply with the notification requirements in all applicable Environmental Laws.

Consultant shall supply LADWP with written confirmation of any notices or reports Consultant makes orally to any governmental authority Hazardous Substance on or under the Clean-up Areas regardless of cause. Consultant also shall promptly supply LADWP with complete and legible copies of all notices, reports, correspondence, and other documents sent by Consultant to, or received by Consultant from, any governmental authority regarding any such Hazardous Substances.

Consultant shall promptly notify LADWP in advance of any meeting scheduled between Consultant and any governmental authority concerning the Release of Hazardous Substances or other matters governed by or regulated under Environmental Laws.

END OF SPECIAL PROVISIONS

EXHIBIT C Fee Schedule

Firm Name:		Clean Harbors Environmental Services, Inc.		
Firm Address:		2500 East Victoria Street		
		Compton, CA 90220		
Item No.	Item Description		Billing Unit	Cost Per Unit
Hourly cost for the following equipment listed below:				
1.	Black Iron Vacuum Truck (35-70 barrel)		Per Hour	75.00
2.	Stainless Steel Vacuum Truck (35-70 barrel)		Per Hour	75.00
3.	Vactor/Jetter Truck (<i>Cusco High powered Vac Truck</i>)		Per Hour	150.00
4.	Gear Truck, Less Than One Ton (<i>Utility Truck</i>)		Per Hour	32.00
5.	Gear Truck, One to Three Ton (<i>Utility Truck</i>)		Per Hour	38.00
6.	Dump Truck up to 10 yards		Per Hour	90.00
7.	Air Compressor, 100-385 CFM		Per Hour	34.00
8.	Copus Blower (<i>electric blower</i>)		Per Hour	12.00
9.	Pressure Washer (<i>2500psi</i>)		Per Hour	57.00
10.	2" Pump, Petroleum and Chemical With Hose		Per Hour	20.00
11.	4" Pump, Petroleum and Chemical With Hose		Per Hour	20.00
12.	Light Tower (<i>w/ generator</i>)		Per Hour	58.00
13.	Roll-Off Truck, Single bin		Per Hour	75.00
14.	Roll-Off Bin, 10-40 Cubic Yard		Per DAY	15.00
15.	Full Face Respirator		Per Hour	10.00
16.	Half Face Respirator		Per Hour	10.00
17.	Four Gas Air Monitor		Per Hour	25.00
18.	Supplied Air System (<i>2 man breathing system</i>)		Per Hour	35.00
19.	Self-Contained Breathing Apparatus (SCBA)		Per Hour	35.00
20.	Tripod and Winch (<i>Confined Space Entry Gear</i>)		Per Hour	20.00
Unit cost for the following supplies and materials listed below:				
1.	55-gallon Open Top Drum (1A2/Y1.2/150)		Each	90.00
2.	55-gallon Closed Top Drum (1A1/X1.6/300)		Each	87.00
3.	Poly Coated Tyvek Suit		Each	15.00
4.	Pair of Nitrile Gloves		Each Pair	5.00
5.	Pair of Neoprene Gloves		Each Pair	8.00
6.	Respirator Cartridges		Each PAIR	40.00
7.	Saranex Tyvek Suit		Each	40.00
8.	Plastic Sheeting, 20' x 100', 6 mil		Each ROLL	140.00

EXHIBIT C Fee Schedule

Firm Name:	Clean Harbors Environmental Services, Inc.				
Firm Address:	2500 East Victoria Street				
	Compton, CA 90220				
1. Direct Labor (Non-Prevailing Wage)	Name		Hourly Rate		
			ST	OT	PT
Senior Project Manager	Rafael Villalobos, varies		112.00	145.60	190.40
Project Manager	Javier Gabriel, varies		112.00	145.60	190.40
Field Supervisor	varies		70.00	91.00	119.00
Site Foreman	varies		69.00	89.70	117.30
Technician	varies		59.00	76.70	100.30
Equipment Operator	Varies		69.00	89.70	117.30
Site Safety Officer	Varies		112.00	145.60	190.40
2. Subcontractor/Suppliers*					
3. Other Direct Cost**					

The Department will reimburse reasonable and necessary subcontractor costs at the actual amount paid by the Consultant to the subcontractor consistent with the subcontractor rates established in this Exhibit.

The Department will not pay mark-up on subcontractor services, costs, or expenses.

*Attach "Fee Schedule" for all proposed subcontractors/suppliers

**Itemize on third page of the "Fee Schedule"

EXHIBIT C Fee Schedule

Firm Name:	Clean Harbors Environmental Services, Inc.			
Firm Address:	2500 East Victoria Street			
	Compton, CA 90220			
1. Direct Labor (Prevailing Wage)	Name	Hourly Rate		
		ST	OT	PT
Senior Project Manager	Rafael Villalobos, varies	112.00	145.60	190.40
Project Manager	Javier Gabriel, varies	112.00	145.60	190.40
Field Supervisor	varies	102.21	139.38	170.99
Site Foreman	varies	102.21	139.38	170.99
Technician	varies	102.21	139.38	170.99
Equipment Operator	varies	125.68	171.15	210.02
Site Safety Officer	varies	112.00	145.60	190.40
2. Subcontractor/Suppliers*				
3. Other Direct Cost**				

The Department will reimburse reasonable and necessary subcontractor costs at the actual amount paid by the Consultant to the subcontractor consistent with the subcontractor rates established in this Exhibit.

The Department will not pay mark-up on subcontractor services, costs, or expenses.

*Attach "Fee Schedule" for all proposed subcontractors/suppliers

**Itemize on third page of the "Fee Schedule"

EXHIBIT C Fee Schedule

Firm Name:		Clean Harbors Environmental Services, Inc.	
Firm Address:		2500 East Victoria Street	
		Compton, CA 90220	
Item No.	Item Description	Total Cost per Event	
	Total Cost of Training and Drill Exercise session per location in accordance with the Statement of Work, Section 4.4, Spill Management Training and Drill Exercise Program, for the following:		
1.	Annual Oil Spill Training and Drill Exercise session without Contractor equipment deployment as described in Section 4.4.1.	4,200.00	
2.	Annual Oil Spill Training and Drill Exercise session including a real time deployment of the Contractor's emergency response equipment in an amount necessary to be commensurate with the drill scenario developed as described in Section 4.4.1.	5,975.00	
3.	As-needed Chemical Spill Training and Drill Exercise session as described in Section 4.4.2.	4,200.00	
	The rate for the Annual Oil Spill Training & Drill Exercise session including real time deployment-includes deployment of up to 6 personnel, 3 trucks and 1 Spill Trailer, note the drill exercises can be scaled up or down upon LADWP's request, modifications to deployment levels may require adjustments to the quoted drill pricing.		

**EXHIBIT C
Fee Schedule**



Supplemental FIELD SERVICES RATES - LADWP

LABOR	UOM	(Non-Prevailing Wage) Prices			(Prevailing Wage) Prices		
		ST	OT	PT	ST	OT	PT
TECHNICAL PERSONNEL							
Chemist	HR	86.00	111.80	146.20	105.41	143.78	179.20
Lead Chemist	HR	95.00	123.50	161.50	108.71	148.28	184.81
Field Inspector	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
Mechanic	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
Welder	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
Field Engineer/Scientist/Geologist	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
Senior Engineer/Scientist/Geologist	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
Professional Engineer/LSP	HR	This labor will be subcontracted and billed at cost to LADWP. HR					
ADMINISTRATIVE/MANAGERIAL PERSONNEL							
On Site Administration	HR	69.00	89.70	117.30	112.00	152.77	190.40
Emergency Response Coordinator	HR	114.00	148.20	193.80	112.00	152.77	190.40
General Manager	HR	164.00	213.20	278.80	112.00	152.77	190.40
COVID19 RESPONSE EQUIPMENT*							
	UOM	Price					
Antiviral Disinfectant Fogger	DAY	212.00					
Antiviral Electrostatic Sprayer	DAY	295.00					
Antiviral Backpack Sprayer	DAY	295.00					
Wheeled Antiviral Sprayer	DAY	588.00					
High Power Antiviral Fogger	DAY	765.00					
Antiviral Disinfectant Solution	GAL	49.00					
N95 Mask	EA	7.90					

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$105.00
Pickup with Dump Body	HR	\$39.00
Pickup/Van/Car/Crew Cab	HR	\$36.00
Small Box Truck / Cube Van	HR	\$49.00
Spill Trailer	DAY	\$338.00
Stake Body/Utility Truck	HR	\$49.00
Utility / Support Trailer	DAY	\$259.00
HEAVY DUTY TRUCKS		
Box Truck	HR	\$95.00
High Powered Vacuum Truck/Cusco	HR	\$150.00
Rolloff Two Can Trailer	HR	\$114.00
Skid Mounted Vacuum System	HR	\$69.00
Tractor Only, No Trailer	HR	\$83.00
Tractor w/Box Van	HR	\$109.00
Tractor w/Dump Trailer	HR	\$111.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$118.00
Tractor w/Liquid Transporter	HR	\$132.00
Tractor w/Rolloff Trailer	HR	\$114.00
Tractor w/Vacuum Trailer	HR	\$136.00
Vactor with Jet Rodder	HR	\$153.00
Vacuum Truck, Straight	HR	\$94.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$150.00
* Decontamination of Vacuum Trucks, Vectors, Cuscos, Trailers, etc. not included		
* Standard tank wash or roll off wash fee (non-PCB items) is \$500.00 each		
* Some may require personnel entry; some may be deconned at a local truck wash.		
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$96.00
Bobcat Loader/Mini Excavator	HR	\$90.00
Excavator, 20-30 Ton	HR	\$122.00
Fork Attachment for Bobcat Loader	DAY	\$71.00
Loader, 2-3 Yard Bucket	HR	\$93.00
Mini Excavator	HR	\$90.00
Sweeper Attachment for Bobcat Loader	DAY	\$172.00
ELECTRIC POWER TOOLS*		
1/2in Drill, Electric	DAY	\$53.00
Circular Saw, Electric	DAY	\$74.00
Mercury Vacuum	DAY	\$250.00
Reciprocating Saw (Sawzall), Electric	DAY	\$96.00
Wet Vacuum (Shop Vac)	DAY	\$53.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
FIELD ANALYTICAL		
Bailer & Sampling Equipment	DAY	\$66.00
Explosion/Oxygen Meter	DAY	\$137.00
Geiger Counter Meter	DAY	\$171.00
Hydrogen Cyanide Meter	DAY	\$141.00
Interface Probe	DAY	\$137.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00
Mercury Vapor Analyzer	DAY	\$284.00
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00
Personal Air Pump Meter	DAY	\$66.00
pH Meter	DAY	\$66.00
PID Meter	DAY	\$137.00
Well Purging/Sampling Pump	DAY	\$66.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$149.00
Chain Saw	DAY	\$149.00
Cutoff Saw (Demo)	DAY	\$159.00
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex, 4 in, per ft	FT	\$3.84
Hose - Flex ADS, 6 in, per ft	FT	\$5.35
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

MARINE RESPONSE EQUIPMENT

	UOM	PRICE
Airboat, Single Engine	DAY	\$1,693.00
Airboat, Twin Engine	DAY	\$4,939.00
Boat/Work skiff without Motor	DAY	\$200.00
Brush Skimmer	DAY	\$1,129.00
Containment Boom - 10" Per Foot Per Day	FT	\$2.52
Containment Boom - 18" Per Foot Per Day	FT	\$2.81
Containment Boom - 24" Per Foot Per Day	FT	\$3.63
Containment Boom - 36" Per Foot Per Day	FT	\$4.08
Drum Skimmer (24in-36in)	DAY	\$885.00
Drum Skimmer, Double Barrel 24"	DAY	\$1,382.00
Hydraulic Power Pack for Skimmer	DAY	\$311.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1,341.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1,454.00
Landing Craft (LCM), 35ft-45ft	DAY	\$2,181.00
PFD Life Vest	DAY	\$38.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$115.00
PFD Deck Suit	EA	\$731.00
Power Barge Boat, 26ft-30ft	DAY	\$1,552.00
Power Barge Boat, 30ft-42ft	DAY	\$2,822.00
Power Workboat, Fast Response, 12-14ft	DAY	\$421.00
Power Workboat, Fast Response, 15-17ft	DAY	\$503.00
Power Workboat, Fast Response, 18-22ft	DAY	\$841.00
Power Workboat, Fast Response, 23-26ft	DAY	\$1,058.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1,341.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$1,109.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1,028.00
Skim Pack Skimmer	DAY	\$204.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1,103.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00
Skimmer, Duck Bill	DAY	\$36.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6,899.00
Skimming Vessel Belt Drive Replacement	EA	\$1,691.00
Weir Skimmer Unit	DAY	\$219.00

* Vessel costs include first tank of fuel only

* Cost of Decontamination of Marine Response Equipment not included.

* Replacement Skimming Belts will be priced on request as needed.

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$109.00
2000psi Pressure Washer	DAY	\$118.00
2500psi Hot Water Pressure Washer	DAY	\$369.00
2500psi Pressure Washer	DAY	\$129.00
3000psi Hot Water Pressure Washer	DAY	\$407.00
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00
2-D Rotating Nozzle	HR	\$71.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00
DEGREASERS & NEUTRALIZING AGENTS*		
Capsur	GAL	\$184.00
Citric Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$50.00
Hydrated Lime, 50 lb. / 23 kg	BAG	\$8.70
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00
Simple Green Degreaser	GAL	\$14.00
Soda Ash, 100 lb. / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb. / 23 kg	BAG	\$132.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT) *		
Level A w/ResponderPlus Suit/Changeout	EA	\$1,028.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$217.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$66.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00
Modified Level D (Tyvec and Boots)	EA	\$33.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

PUMPING/TRANSFERRING PUMPS

	UOM	PRICE
Drum Head Vacuum System, Electric	DAY	\$58.00
Drum Loader	DAY	\$186.00
Pump - Centrifugal, 2 in	DAY	\$119.00
Pump - Diesel Lister, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 1 in	DAY	\$105.00
Pump - Double Diaphragm, 2 in	DAY	\$149.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00
Pump - Double Diaphragm, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00
Pump - Double Diaphragm, 4 in	DAY	\$229.00
Pump - Electric Drum	DAY	\$118.00
Pump - Electric Submersible, 2 in	DAY	\$117.50
Pump - Electric Submersible, 3 in	DAY	\$780.00
Pump - Electric Submersible, 4 in	DAY	\$630.00
Pump - Hand	DAY	\$38.00
Pump - Hydraulic Transfer, 4 in	HR	\$38.00
Pump - Hydraulic Transfer, 6 in	HR	\$284.00
Pump - Trash, 2 in	DAY	\$118.00
Pump - Trash, 3 in	DAY	\$136.00
Pump - Trash, 4 in	DAY	\$309.00
Drum Vacuum, Pneumatic	DAY	\$198.00

SITE SUPPORT

100 HP Boiler Unit	HR	\$109.00
15-Gal HEPA Vacuum	DAY	\$186.00
150,000 BTU Portable Heater	DAY	\$329.00
2 CU YD self-dumping hopper	DAY	\$4.43
2,000 - 2,900-Gal Poly Storage Tank	DAY	\$81.00
Frac Tank 20,000 Gal	DAY	\$48.00
3,000 - 3,900-Gal Steel Storage Tank	DAY	\$28.00
300 - 500-Gal Poly Storage Tank	DAY	\$46.00
4,000 - 6,000-Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 8-10 CFM	DAY	\$148.00
ATV, 4X4 or 4X6	DAY	\$444.00
Carbon Filter System	DAY	\$301.00
Decon Pool, 10ft x 10ft	DAY	\$183.00
Decon Pool, 20ft x 100ft	DAY	\$547.00
Decon Pool, 25ft x 50ft	DAY	\$364.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$90.00
Eyewash Station	DAY	\$65.00
Frac Tank, Double Walled	DAY	\$90.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
SITE SUPPORT		
Generator - 12K Watt	DAY	\$304.00
Generator - 4,000 Watt	DAY	\$169.00
Generator - 5,000 Watt	DAY	\$192.00
Generator - 8,000 Watt	DAY	\$222.00
Halogen Spotlight	DAY	\$128.00
Incident Command Unit	DAY	\$1,900.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$128.00
Light Stand	DAY	\$128.00
Light Tower w/Generator	DAY	\$634.00
Office Trailer	DAY	\$139.00
On-site Van Trailer (Tractor not included)	DAY	\$244.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$212.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$17.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$83.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$552.00
Traffic Cone/Barricade Unit	DAY	\$1.83
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$444.00
Vacuum Box, Watertight	DAY	\$112.00
Decon Station	DAY	\$235.00

* Spotting fee, Liners, Cleaning of Unit not included

SPECIALTY EQUIPMENT

Cutting Torch/Acetylene Torch	DAY	\$147.00
Electric Auger	DAY	\$90.00
Auger, Manual	DAY	\$80.00
Compactor	DAY	\$80.00
Walk Behind Concrete Saw	DAY	\$277.00
DBI/Rogliss Tripod	DAY	\$80.00
Drum Crusher, Portable	DAY	\$552.00
Drum Tilter, Mechanical	DAY	\$208.00
Electric Blower	DAY	\$106.00
Fiber Optic Camera	HR	\$71.00
Fiber Optic Camera Truck	HR	\$180.00
Manlift	DAY	\$304.00
Forklift, 2,000Lb Capacity	DAY	\$507.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$547.00
Plasma Cutting Torch	DAY	\$288.00
Explosion Proof Pneumatic Fan Blower	DAY	\$106.00
Remote Drum Opener, Pneumatic	DAY	\$1,445.00
Sand Blaster and Hose	HR	\$36.00
Transit Set	DAY	\$152.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
CHEMICAL PROTECTIVE GARMENTS*		
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Chemrel Suit, Level C	EA	\$91.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00
Tyvec, White	EA	\$24.50
HAND/FOOT PROTECTION*		
Gloves - 12 in PVC	PAIR	\$12.50
Gloves - Bulking and Solvents	PAIR	\$38.00
Gloves - 18 in PVC	PAIR	\$13.10
Cotton Winter Glove Liners	PAIR	\$6.50
Gloves - Dexterity	PAIR	\$23.00
Gloves - Impact and Cut Resistant	PAIR	\$32.00
Puncture Resistant Gloves	PAIR	\$109.00
Silver Shield Gloves	PAIR	\$37.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
RESPIRATORY PROTECTION*		
4 Man Breathing System	DAY	\$444.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$128.00
Chlorine Cartridges	PAIR	\$35.00
Mercury Cartridges	PAIR	\$59.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$318.00
Organic Vapor Cartridges (No Dust)	PAIR	\$41.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$74.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
DOT SHIPPING CONTAINERS*		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$118.00
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110-Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00
16 Gal / 70 L Closed Poly Drum	EA	\$89.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$88.00
16-Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.00
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$545.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$365.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$108.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$130.00
30 Gal / 120 Litre Closed Steel Drum, Reconned 1A1/Y1.4/100	EA	\$130.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$132.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$147.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$115.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$26.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$51.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$125.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$67.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$127.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$96.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$121.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$140.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$370.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$371.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$45.00
95-Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$436.00
95-Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$88.00
Drum Liners	EA	\$5.30
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$107.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

DOT SHIPPING CONTAINERS*

	UOM	PRICE
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$118.00
Flexbin/Cubic Yard Box Liner	EA	\$32.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$105.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$107.00
Hazardous Waste Labels / Markings	EA	\$1.80
Labels - DOT Diamonds	EA	\$1.80
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Rolloff Poly Liner	EA	\$55.00
Vacbox Liner/Bladder	EA	\$833.00
Waste Wrangler	EA	\$128.00

ABSORBENT MATERIALS*

Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$115.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$267.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$90.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00
HGX Absorbent (Mercury absorbent)	LBS	\$22.50
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 20 lb. / 23 kg	BAG	\$114.00
Rags, 50 lb. / 23 kg	BOX	\$67.00
Speedi Dry	BAG	\$18.00
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$70.55

MISCELLANEOUS*

Acetylene Bottle	EA	\$49.00
Breathing Air Bottle Refill	EA	\$33.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00
Misc. Hand tools	DAY	\$53.00
Caution Tape/Roll	EA	\$61.00
Duct Tape/Roll	EA	\$21.00
Shrink Wrap	ROL	\$52.00
First Aid Kit, 25 Person	EA	\$90.00
Bottled Water / Stress Relief (Case)	CA	\$28.00
Digital Camera	DAY	\$105.00
Weather Mitigation (Heat/Cold Relief)	EA	\$150.00

EXHIBIT C Fee Schedule

Supplemental FIELD SERVICES RATES - LADWP

	UOM	PRICE
WASTE MATERIAL APPROVAL		
Profile Approval Fee (No Sample)	EA	\$125.00
Sample & Profile Approval Fee	EA	\$208.00
Profile Recertification Fee (No Sample)	EA	\$35.00
ER COVERAGE FEES / SAFETY PLANS / REPORTS		
Communications Package	DAY	\$59.00
ER Incident Report Fee	EA	\$200.00
Safety Plan	EA	\$150.00
OPA 90 Single Facility Fee	EA	\$2,500.00
Additional Site Listings	EA	\$1,000.00

EXHIBIT D

Allowable Travel Expenses

NOTE: These rates are as of January 1, 2024

Expenses for transportation, lodging, subsistence and related items incurred by consultants employed by the Los Angeles Department of Water and Power will be subject to the "50-mile" rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles from the Consultant personnel's field or office location to the LADWP work site. Any such travel shall be pre-approved by LADWP and shall be in accordance with the guidelines of this Exhibit D.

All expenditures over \$25 require documentation in the form of an original detailed receipt with the exception of per diem meals. However, receipts for expenditures under \$25 may be requested by the City Controller. No additional mark-up on consultant or subconsultant expenses will be allowed.

LADWP will reimburse the Consultant for expenses that include, but not limited to:

1.0 Airfare:

Airfare is limited to coach class only. An itinerary is not acceptable in and of itself. Original receipts for airfare must be submitted. Purchase of a refundable ticket, which is usually more expensive than a non-refundable ticket, must be approved by the LADWP Contract Administrator identified in the Agreement.

2.0 Car Rental:

Car rental is limited to mid-size or smaller car. The expense of navigation and insurance will not be reimbursed. Original receipts for car rental and fuel costs must be submitted. Travelers shall fill the gas tank before returning car to avoid fuel surcharges that are not reimbursable.

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$74 per day for a full day of travel, which excludes taxes and reasonable and customary gratuities not to exceed 15 per cent. On the first and last day of travel flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75% (\$55.50) of the daily allowance as follows on the first and last day of travel depending on departure/arrival time:
 - 3.3.1 The partial meal rate will be paid on the first day of travel for departure times after 2 p.m.

EXHIBIT D

Allowable Travel Expenses

3.3.2 The partial meal rate will be paid on the last day of travel for arrival times prior to 2 p.m.

3.3.3 When some meals are provided as part of the conference/event.

(NOTE: No meal allowance will be provided when all meals are provided throughout the day by the host or as part of an event/conference.)

3.4 Meal Receipts

Meal receipts are no longer required when claiming the meal allowance. If receipts are provided, the actual amount if less than allowance will be reimbursed.

EXCEPTIONS:

- 1) Receipts are required for grant funded travel where the grantor requires complete documentation of travel expenses; and
- 2) Receipts are required of single meals that cost more than \$25.

4.0 Per Diem Allowance – Hotel/Lodging:

4.1 Since the expense limit varies by county, the expense limit shall be pre-approved by the LADWP Contract Administrator identified in the Agreement for travel by the Consultant to an approved worksite outside of Los Angeles County.

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$183.00 per day (Los Angeles County). This should exclude taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary.

4.3 Meals and lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in the Agreement.

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2024, the reimbursement rate is sixty-seven cents (\$0.67) per mile.

END OF ALLOWABLE TRAVEL EXPENSES

**EXHIBIT E
List of Subconsultants**

The following Subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Action Cleanup Environmental	Haz Waste Transport, Disposal and ER	Hazardous Waste Transportation & Emergency Response Services	20928 Lamberton Ave Carson, CA 90810	MBE & SBE, EBE	\$ 50,000.00
J Torres Company Inc	Haz Waste Transport	Transportation services	5810 South Union Avenue Bakersfield, CA 93384	DBE	\$ 25,000.00
Ocean Blue Environmental Services, Inc.	Haz Waste Transport, Disposal and ER	Various Support Services, Labor and Transportation	925 W. Esther Street Long Beach, CA 90813	SB	\$ 50,000.00
Bradley Tank, Inc.	Haz Waste Transport	Transportation	402 Hartz Avenue Danville, CA 94526	WOSB	\$ 25,000.00
Weck Laboratories Inc.	Analytical Testing	Testing Laboratory	14859 Clark Ave, City of Industry, CA 91745	SB	\$ 25,000.00
Advanced Technology Laboratories	Analytical Testing	Laboratory analytical services	3275 Walnut Ave, Signal Hill, CA 90755	DBE, MBE, SBE (LA) LBE (LA) SBE (Proprietary) LBE (Harbor)	\$ 25,000.00
K-Vac Environmental Services Inc	Haz Waste Transport	Transportation services	PO Box 1505, Rancho Cucamonga, CA 91730	WMBE	\$ 25,000.00

EXHIBIT E
List of Subconsultants

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
ABB, Inc.	SF6 Gas Services	Specialty Contractor- SF6 gas removal services	23831 Banning Blvd. Carson, CA 90745	OBE	\$ 25,000.00
Ace Roll Off Rubbish Services	Rubbish Management	Transportation to Disposal for non-hazardous waste and R/O containers	22022 Moneta Ave Carson, Ca 90745	OBE	\$ 25,000.00
Adler Tank Rentals	Equipment Rental	Equipment Rental dewatering bins, etc.	11450 Mission Boulevard Mira Loma, CA USA	OBE	\$ 100,000.00
Ahern Equipment Rental	Equipment Rental	Equipment Rental	16930 Valley View Ave. La Mirada CA 90638-5826	OBE	\$ 75,000.00
Airgas	Specialty gas services & supplies	Various Support Services and Supplies	8103 E. Alondra Blvd. Paramount, CA 90723-4462	OBE	\$ 25,000.00
Ancon Marine	Industrial waste management services & ER	Various industrial waste management & emergency support services	2750 Rose Ave. Suite A Signal Hill, CA 90755	OBE	\$ 25,000.00
Associated Ready Mix	Cement Slurry supplier	Slurry mix	2730 E. Washington Blvd Los Angeles, CA 90023	OBE	\$ 50,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Baker Tank Corp	Equipment Rental	Equipment Rental dewatering bins, tanks, pumps, etc.	5500 Rawlings Ave. South Gate, CA 90280	OBE	\$ 75,000.00
Bethlehem Apparatus Co., Inc.	Mercury waste management	TSDf- Mercury, Mercury compounds, Mercury batteries	2890 Front Street Hellertown, PA 18055	OBE	\$ 50,000.00
Bragg Crane Service (Bragg Companies)	Equipment Rental	Equipment Rental	6251 Paramount Blvd. Long Beach, CA 90805	OBE	\$ 50,000.00
Eurofins Calscience, Inc.	Analytical Testing	Laboratory analytical services	7440 Lincoln Way Garden Grove, CA 92841-1427	OBE	\$ 25,000.00
Clark Seif Clark Inc.	Safety monitoring services	Air monitoring services	8875 Research Dr, Irvine, CA 92618	OBE	\$ 50,000.00
Concorde Specialty Gases	Specialty gas services & supplies	Specialty Contractor- SF6 gas removal services	36 Eaton Road Eatontown, NJ 07724	OBE	\$ 25,000.00
Crosby & Overton, Inc.	Waste Recycling & Disposal	TSDf-Treatment of Non- RCRA Oily Wastewater, and Water Contaminated with Hydrocarbons	1630 West 17th Street Long Beach, CA 90813	OBE	\$ 100,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Dan Napier (DNA)	Industrial Hygiene	Industrial Hygienist	111 North Sepulveda Blvd, Ste 355 Manhattan Beach, CA 90266	OBE	\$ 25,000.00
DeMenno/Kerdoon	Waste Recycling & Disposal	TSD-Disposal of oily waters and liquids	2000 N. Alameda Street Compton, CA 90222	OBE	\$ 75,000.00
Den Beste Transportation	Haz Waste Transport	Transportation	820 Den Beste Court Windsor, CA 95492	OBE	\$ 50,000.00
Electronics Recyclers of America	E-waste management	Recycler-Computers, Monitors, TVs, printers, phones, fax machines, copiers, stereo equipment	2860 S. East Avenue Fresno, CA 93725	OBE	\$ 25,000.00
E-Recycling of California	E-waste management	Recycler-Computers, Monitors, TVs, printers, phones, fax machines, copiers, stereo equipment	7230 Petterson Lane Paramount, CA 90723	OBE	\$ 25,000.00
Emerald Transformer Technologies	Transformer Waste Management	Transformer & transformer oil recycling & disposal	5756 Alba Street Los Angeles, CA 90058	OBE	\$ 25,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Evoqua Water Technologies	Waste Recycling & Disposal	TSDf- Acid/Wastewater treatment	5375 S. Boyle Ave, Los Angeles, CA 90058	OBE	\$ 75,000.00
Filter Recycling Services, Inc.	Waste Recycling & Disposal	TSDf- Used Oil Filters, Latex Paint, Non-RCRA wastes, non-hazardous wastes	180 West Monte Ave., No. A Rialto, CA 92324	OBE	\$ 25,000.00
Goldsmith Construction Company Inc.	Construction & Demolition Services	Various Support Services, Labor, and Transportation	2683 Lime Ave Signal Hill, CA 90755	OBE	\$ 25,000.00
Hertz Equipment Rental	Equipment Rental	Equipment Rental dewatering bins, tanks, pumps, etc.	22422 S. Alameda St. Carson, CA 90810	OBE	\$ 75,000.00
INMETCO	Waste Recycling & Disposal	TSDf- NiCad batteries, Nickel Metal Hydride batteries, Alkaline Batteries	Rt. 448, P.O. Box 720 Ellwood City, PA 16117	OBE	\$ 25,000.00
Joseph Levin & Sons	Metal Recycling	Metal Recycling	2863 E. Slauson Ave. Huntington Park, CA 90255	OBE	\$ 25,000.00
Kinsbursky Brothers, Inc.	Waste Recycling & Disposal	TSDf- Recyclable Batteries, Precious Metals	1314 N. Lemon St. Anaheim, CA 92801	OBE	\$ 50,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
KM Industrial Inc.	Industrial waste management services	Industrial Services	2375 W Ester Street Long Beach, CA 90813	OBE	\$ 25,000.00
LA County San Districts Puente Hills Landfill	Waste Disposal	Non-Hazardous Class III Landfill	13130 Crossroads Parkway South Industry, CA 91746	OBE	\$ 25,000.00
Maxim Cranes	Crane Services	Crane operations	1101 E. Spring Street Long Beach, CA 90806	OBE	\$ 50,000.00
National Plant Services, Inc.	Industrial waste management services	Various industrial waste management support services	1461 Harbor Ave Long Beach, CA 90813	OBE	\$ 25,000.00
NLB Corporation	Equipment Rental	Equipment Rental Blasting equipment	1323 East Hill Street Signal Hill, CA 90755	OBE	\$ 25,000.00
NRC	Waste Recycling & Disposal	Waste management and transportation services	3500 Sunrise Highway (corporate) Suite 200, Building 200 Great River NY, 11739	OBE	\$ 25,000.00
O.H. Casey, Inc.	Equipment Rental	Portable toilet and office rental	P.O. Box 515 La Mirada, CA 90637-0515	OBE	\$ 25,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
PDQ Rentals	Equipment Rental	Heavy Equipment Rental	11037 Penrose St. Sun Valley, CA 91352	OBE	\$ 25,000.00
Phibro-Tech, Inc.	Waste Recycling & Disposal	TSDf-recycling of wastewaters with metals and Transporter	8851 Dice Road Santa Fe Springs, CA 90670	OBE	\$ 50,000.00
Positive Lab Service	Analytical Testing	Testing Laboratory	781 E Washington Blvd, Los Angeles, CA 90021	OBE	\$ 25,000.00
Quinn Equipment Rental	Equipment Rental	Equipment Rental	2425 Kella Ave City of Industry, CA 90601	OBE	\$ 25,000.00
Remedial Transportation Services, Inc (RTS)	Haz Waste Transport	Transportation	19075 Transport Lane Shafter, CA 93263	OBE	\$ 25,000.00
Resource Environmental, Inc.	Lead, Asbestos & Mold Abatement Services	Lead, Asbestos & Mold Abatement Services	PO Box 2077 Paramount, CA 90723	OBE	\$ 25,000.00
S A Recycling	Metal Recycling	Metal Recycling	482 pier T Avenue Long Beach, CA 90802	OBE	\$ 50,000.00
Sunbelt Equipment Rental	Equipment Rental	Equipment rental	3333 East 69th Street Long Beach, CA 90805	OBE	\$ 25,000.00

**EXHIBIT E
List of Subconsultants**

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Sun-Lite Metals	Metal Recycling	Scrap metal recycling	2210 E. 85th Street Los Angeles, CA 90001	OBE	\$ 25,000.00
SLT Express Way, Inc.	Haz Waste Transport	Transportation	4255 South 300W #6 Salt Lake City, UT 84107	OBE	\$ 25,000.00
Smith Emery Environmental	Environmental Consulting Services	Provide over-sight including project summary report and closure report	781 E. Washington Blvd Los Angeles, CA 90021	OBE	\$ 25,000.00
Smith Systems Transportation, Inc.	Haz Waste Transport	Transportation	P.O. Box 400 Kimball, NE 69145	OBE	\$ 25,000.00
Sturgeon & Son, Inc	Haz Waste Transport	Transportation	3511 Gillmore Ave Bakersfield, CA 93308	OBE	\$ 25,000.00
Thermal Remedial Solutions LLC	Waste Recycling	Soil Recycler - Thermal Desorption	1211 W. Gladstone Street Azusa, CA. 91702	OBE	\$ 25,000.00
Retriev Technologies Inc.	Waste Recycling	TSDf- Recyclable Batteries	8090 Lancaster Newark Rd Baltimore, OH 43105	OBE	\$ 25,000.00

EXHIBIT E
List of Subconsultants

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Triad Transport, Inc.	Haz Waste Transport	Transportation	P.O. Box 818 McAlester, OK 74502	OBE	\$ 25,000.00
United Equipment Rentals	Equipment Rental	Equipment Rental	13316 South Western Avenue Gardena, CA 90249	OBE	\$ 25,000.00
United Hwy Technologies	Equipment Rental	Trench Plate Provider	231 West Orange Grove Ave Burbank, CA. 91502	OBE	\$ 50,000.00
United Pumping Services Inc	Haz Waste Transport	Transportation	14000 E Valley Boulevard City of Industry, CA 91746	MBE	\$ 50,000.00
United Site Services	Equipment Rental	Portable toilet and office rental	4511 Rowland Ave El Monte, CA	OBE	\$ 25,000.00
USA Services, Inc.	Waste by-products, and raw materials handling	Supplier of Fly Ash	12191 Violet Rd Adelanto, CA 92301	OBE	\$ 25,000.00
Veolia ES Technical Solutions LLC	Waste Recycling & Disposal	TSDf- Mercury, Mercury compounds, light bulbs, batteries	5736 West Jefferson Phoenix, AZ 85043	OBE	\$ 25,000.00
Waste Connections Inc. Chiquita Canyon, Inc.	Waste Disposal	Non-Hazardous Class III landfill.	29201 Henry Mayo Drive Castaic, CA 91484	OBE	\$ 25,000.00

EXHIBIT E
List of Subconsultants

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
Waste Management	Waste Disposal	Non-Hazardous Class III landfill.	2801 Madera Road Simi Valley, CA 93065	OBE	\$ 25,000.00
Waste Management	Waste Disposal	Non-Hazardous Class III landfill.	Azusa Land Reclamation 1211 W. Gladstone Azusa, CA 91702	OBE	\$ 25,000.00
Waste Management	Waste Disposal	Non-Hazardous Class III landfill.	9081 Tujunga Avenue Sun Valley, Ca 91352	OBE	\$ 25,000.00
Waste-by-Rail	Waste transportation by rail	Waste transportation by rail	7 Upper Newport Plaza, Newport Beach, CA 92660	OBE	\$ 25,000.00
West Coast Environmental Services	Industrial Waste Management Services	various environmental & industrial waste management support services	2694 Lime Avenue, Signal Hill, CA 90755	OBE	\$ 25,000.00
Weber Readiness	Consulting and Training Services	Consulting and Training Services	2127 W Vine St Lodi, CA 95242	OBE	\$ 25,000.00
West Coast Sand & Gravel	Fill Material Supplier	Import fill (D/G)	7312 Orangethorpe Avenue Buena Park, CA 90621	OBE	\$ 25,000.00

EXHIBIT E
List of Subconsultants

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
WM-Lamp Tracker	Waste Recycling & Disposal	TSD- Light bulbs, Light ballasts, Electronic Waste	5355 North 51st Ave., Ste 26, Glendale, AZ 85301	OBE	\$ 25,000.00

**EXHIBIT F
List of Key Consultant Personnel**

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Rafael Villalobos (Clean Harbors)	Senior Project Manager	Senior Project Manager	Compton, CA	Hazardous Waste & Emergency Response Project Management	24/31
Javier Gabriel (Clean Harbors)	Project Manager (backup)	Project Manager	Compton, CA	Hazardous Waste & Emergency Response Project Management	26/30
Jorge Delatorre (Clean Harbors)	Senior Management	General Manager	Compton, CA	Hazardous Waste & Emergency Response Project Management	20/22
Mike Delatorre (Clean Harbors)	Senior Management	General Manager	Compton, CA	Hazardous Waste & Emergency Response Project Management, OSRO Management and Financial Management	26/26
Cherylina Jones (Clean Harbors)	Program Administrator	Non billable administrator	Compton, CA	Account Management & Sales, Contract Administration in the Hazardous Waste Industry	13/14
Bill Weber (Weber Readiness)	Trainer	Consultant	Lodi, CA	Spill Management Training and Drills	28/28

[Note: all Labor categories listed should also appear on Exhibit C Fee Schedule. Any Subconsultant personnel who are key to the Project should also be included in this Exhibit]

EXHIBIT G Contract Insurance Requirements

Agreement/Activity/Operation: Material/Services - Hazardous Substance Spill / Emergency Response
 Reference/Agreement: Agreement No. 47841
 Term of Agreement: 5 Years
 Contract Administrator and Phone: _____
 Buyer and Phone Number: De'Andre Washington (213) 367-2538

- o Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- o Firm 30 day Notice of Cancellation required.
- o All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

- () WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)
- | | |
|---|---|
| <input checked="" type="checkbox"/> CA / All States Endorsement | <input type="checkbox"/> US L&H (Longshore and Harbor Workers) |
| <input type="checkbox"/> Jones Act (Maritime Employment) | <input type="checkbox"/> Outer Continental Shelf |
| <input checked="" type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Black Lung (Coal Mine Health and Safety) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () AUTOMOBILE LIABILITY: (\$5,000,000.00)
- | | |
|---|--|
| <input checked="" type="checkbox"/> Owned Autos | <input checked="" type="checkbox"/> Any Auto |
| <input checked="" type="checkbox"/> Hired Autos | <input checked="" type="checkbox"/> Non-Owned Auto |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Additional Insured |
| <input checked="" type="checkbox"/> MCS-90 (US DOT) | <input type="checkbox"/> Trucker's Form |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ |
- () GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$5,000,000.00)
- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Property Damage | <input checked="" type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Personal Injury |
| <input checked="" type="checkbox"/> Premises and Operations | <input checked="" type="checkbox"/> Products/Completed Ops. | <input checked="" type="checkbox"/> Independent Contractors |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Garagekeepers Legal Liab. | <input type="checkbox"/> Child Abuse/Molestation |
| <input type="checkbox"/> Corporal Punishment | <input type="checkbox"/> Collapse/Underground | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Pollution | <input checked="" type="checkbox"/> Additional Insured Status |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Airport Premises | <input type="checkbox"/> Hangarkeepers Legal Liab. |
| <input type="checkbox"/> Marine Contractors Liability | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () PROFESSIONAL LIABILITY: () _____
- | | | |
|--|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> 3 Year Discovery Tail |
| <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Vicarious Liability Endt. | <input type="checkbox"/> Other: _____ |
- () AIRCRAFT LIABILITY: () _____
- | | | |
|---|--|---|
| <input type="checkbox"/> Passenger Per Seat Liability | <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Hull Waiver of Subrogation |
| <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Other: _____ |
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) () _____
- | | | |
|---|---|---|
| <input type="checkbox"/> Replacement Value | <input type="checkbox"/> Actual Cash Value | <input type="checkbox"/> Agreed Amount |
| <input type="checkbox"/> All Risk Form | <input type="checkbox"/> Named Perils Form | <input type="checkbox"/> Earthquake: _____ |
| <input type="checkbox"/> Builder's Risk:\$_____ | <input type="checkbox"/> Boiler and Machinery | <input type="checkbox"/> Flood: _____ |
| <input type="checkbox"/> Transportation Floater:\$_____ | <input type="checkbox"/> Contractors Equipment\$_____ | <input type="checkbox"/> Loss of Rental Income: _____ |
| <input type="checkbox"/> Scheduled Locations/Propt. | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () WATERCRAFT: () _____
- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Protection and Indemnity | <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () POLLUTION: () _____
- | | | |
|--|---|---|
| <input type="checkbox"/> Incipient/Long Term | <input type="checkbox"/> Sudden and Accidental | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Contractor's Pollution | <input type="checkbox"/> Other: _____ |
- () CRIME: () Joint Loss Payable Status () Additional Insured () _____
- | | | |
|--|---|--|
| <input type="checkbox"/> Fidelity Bond | <input type="checkbox"/> Financial Institution Bond | <input type="checkbox"/> Loss of Monies/Securities |
| <input type="checkbox"/> Employee Dishonesty | <input type="checkbox"/> In Transit Coverage | <input type="checkbox"/> Wire Transfer Fraud |
| <input type="checkbox"/> Computer Fraud | <input type="checkbox"/> Commercial Crime | <input type="checkbox"/> Forgery/Alteration of Docs. |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | |
- () ASBESTOS LIABILITY: () Additional Insured () _____

Insurance Req (09/23/2022-LC)

**EXHIBIT H
Statement of Work**

1.0 SCOPE OF WORK

The Contractor shall be required to perform one or more of the following services on an as-needed 24-hours per day, 7 days per week basis. In order to meet Federal and State regulations for oil spill prevention, LADWP is required to have the means to recover and store 100,000 barrels/day of oil.

In addition, the qualified Contractor shall be required to identify, remove, package, transport, and dispose of unidentified waste placed on LADWP’s property. Contractor shall be required to identify, remove, package, transport, and dispose of non-routine hazardous waste within 30 days, and conduct oil spill management training and exercise programs for four LADWP facilities required to have a Facility Response Plan (FRP).

These services include, but are not limited to routine and non-routine:

1. Respond to emergency spills of hazardous materials, biological, and infectious waste, including disposal within required regulatory time frames.
2. Management and disposal of unidentified waste within required regulatory time frames.
3. Manage hazardous, biological, and infectious waste that needs to be disposed of within 30 days.
4. Conduct spill management training and drill exercise programs for LADWP facilities (Haynes, Harbor, Scattergood, and Valley Generating Stations or Steam Generating Stations. See **Appendix V**) and any additional facilities that may be required, per any amendments to the 40 CFR 112 to perform training drills in the future.
5. Encampment abatement services on Los Angeles Department of Water and Power (LADWP) property.

2.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

The services associated with the scope of work shall include the following, but not limited to:

A. Emergency Response

1. The Contractor shall respond to a spill or uncontrolled release of hazardous materials on an emergency basis at any time, 24-hours per day, 7 days per week (including weekends and holidays), and provide containment and cleanup as described in Section 4.1.B of this

EXHIBIT H Statement of Work

Statement of Work.

Hazardous materials, include, but are not limited to:

- a) Petroleum products, including fuel oil, mineral oil, gasoline, diesel.
 - b) Corrosive liquids, including acid, alkaline, and ammonia solutions (example capacity: 30,000-gallon storage).
 - c) Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials.
 - d) Mercury.
 - e) Ferric Chloride (example capacity: 2,500 gallon); and
 - f) Chlorine (example capacity: 90 tons railcar).
 - g) Biological and infectious materials and waste.
2. Spills may involve containment and cleanup operations in storm drains and channels, or to water bodies, including navigable waters of the state, ocean, harbors, lakes, reservoirs, streams, canals, and rivers. The Contractor will furnish all labor, materials, and equipment as well as expertise, supervision, and management to effectively contain and clean up the spill and transport for recycling, treatment, and/or disposal of the hazardous wastes.
 - 1.
 3. The Contractor shall respond and be en-route to the scene of hazardous material discharges or oil spills within two (2) hours of notification for the Metropolitan Los Angeles area and within twelve (12) hours for the California and Nevada remote facilities (see **Appendix V**).
 4. The Contractor shall have the means to respond to a Worst-Case Discharge (WCD) of oil from LADWP facilities and meet the response capability caps of 12,500 barrels/day within 6 hours (Tier 1), 25,000 barrels/day within 30 hours (Tier 2), and 50,000 barrels/day within 54 hours (Tier 3). In addition, the Contractor shall have the required 100,000 barrels/day storage capacity. The Contractor shall be capable of responding to oil discharges in the following operating areas: inland, river/canal, and near-shore environments in accordance with Title 40, Code of Federal Regulations (CFR) Part 112.

EXHIBIT H Statement of Work

LADWP has been granted an exemption per Title 14, California Code of Regulations, Section 817.01, and therefore is not subject to the requirements; Title 14, Division 1, Subdivision 4, Chapter 3, Subchapter 3 of the California Code of Regulations (Oil Spill Contingency Plans).

The Contractor shall have at minimum a Response Resource Inventory OSRO Classification Listing for COTP Zone: Los Angeles and Long Beach from the United States Coast Guard and an OSRO Rating Response Matrix from the California Department of Fish and Wildlife. The Contractor has the option of meeting LADWP response capability caps through the use of resources from Subcontractors and does not have to own all the resources necessary to meet our response capability caps.

B. Unidentified Waste

1. The Contractor shall identify, package, transport, and dispose of unidentified wastes deposited on LADWP property. The Contractor will be required to be on-site within two hours of notification for facilities within the Metropolitan Los Angeles area.
2. For other facilities in California and Nevada and electrical transmission line rights-of-ways in the states of California, Nevada, and Utah, the Contractor will be required to be on-site at a mutually agreed-upon time with an authorized LADWP representative. The scheduled time shall not be later than one week from the time of notification.

C. Non-routine Hazardous, Biological, and Infectious Waste

1. The Contractor, as required by LADWP, shall provide assistance to identify, categorize, remove, package and recycle, treat or dispose of non-routine hazardous, biological and infectious waste. Non-routine hazardous, biological and infectious wastes are wastes that are not generated through the normal process of generating electricity and water at Department facilities and must be managed within 30 days.
2. The services shall be required during normal working hours.
3. The Contractor shall be required to be on-site at Department facilities located in the Metropolitan Los Angeles area and other California/Nevada remote locations at a mutually agreed-upon time with an authorized LADWP representative. The Contractor shall provide personnel with the level of training and certification as regulated by the local, State, and Federal laws for the specific task.

EXHIBIT H Statement of Work

4. Non-routine hazardous waste management service includes, but not limited to:
 - a) Removal and excavation of contaminated debris, and soil.
 - b) Laboratory packing of chemicals.
 - c) Packaging and consolidating hazardous, biological, and infectious materials.
 - d) Identifying and packaging unidentified materials; and
 - e) Transporting hazardous, biological, and infectious materials and waste for disposal.

D. Spill Management Training and Drill Exercises Program

1. Annual Oil Spill Training and Drill Exercises

The Contractor shall provide, on an annual basis at a mutually agreed upon schedule, the following services for four LADWP facilities within 50 miles of Los Angeles City Hall:

2. Training and Drill Exercises Development

- a) Assist LADWP personnel in developing a training and drill exercises plan that tests each facility's ability to implement its Facility Response Plan (FRP).
 - b) Assist LADWP personnel to prepare one-hour Incident Command System (ICS) refresher training.
 - c) Assist LADWP personnel in preparing for a comprehensive combined exercise (Contractor equipment deployment and tabletop drills) that includes the drill objectives, drill scenario, site maps and drawings, lists of participants, ground rules, and exercise evaluation materials.
 - d) Assist LADWP personnel in developing and conducting exercises described in Section B below. The training and drill exercises shall address the National Preparedness for Response Exercise Program (NPREP) objectives.
5. Assist LADWP personnel to develop tabletop discussion questions and practical problem-solving activities.

EXHIBIT H Statement of Work

3. Training and Drill Exercises

- a) The Contractor shall conduct one full-day session of on-site training and drill exercises developed for each facility as required in the Oil Pollution Act. This will include the one-hour ICS training, an LADWP equipment deployment drill, a tabletop drill, and an exercise debriefing. These one-day sessions shall be held annually at each facility: Haynes, Harbor, Scattergood, and Valley Generating Stations (**Appendix V**) for up to 25 attendees during the five-year contract period starting in 2024. These training and drill exercises will be required for any additional facilities that may be required due to any amendments to the 40 CFR 112 to perform training drills in the future. The Contractor shall assist LADWP in conducting either an annual oil spill training and drill exercise session without Contractor equipment deployment, or an annual oil spill training and drill exercise session that includes real time equipment deployment of the Contractor's emergency response equipment to be commensurate with the drill scenario.
- b) The Contractor shall provide one lunch per person (not to exceed \$25 per person and allowed an escalation rate based on LADWP's inflation pricing for meals each year of this contract,) for up to 25 attendees of the oil spill training and drill exercises program at each facility. The attendees will include facility personnel and Federal, State, and Local agencies that are required to remain on-site throughout the day during the oil spill training and drill exercises.
- c) The Contractor shall provide an exercise evaluation report no later than 30 days after each exercise conducted. This report shall include all drill documentation including, but not limited to the objectives exercised during the drill, the lessons learned, and input from the exercise evaluators and participants.
- d) The Contractor shall provide the necessary additional personnel, equipment, and materials to conduct the oil spill training and drill exercises.
- e) The Contractor shall meet with the LADWP Wastewater Quality Compliance Group to develop the oil spill training and drill exercises. There shall be at least one on-site drill development meeting prior to each training session.
- f) Contractor shall provide 20 copies of the latest version of the U.S. Coast Guard Incident Management Handbook for each drill.

EXHIBIT H

Statement of Work

E. As-Needed Chemical (Except oil) Spill Training and Drill Exercises

The Contractor shall assist LADWP personnel to develop training and drill exercises to respond to chemical hazardous material releases from LADWP facilities as describe below.

1. Meet with LADWP personnel to prepare for a comprehensive combined exercise (LADWP equipment deployment and tabletop drills) that includes the drill objectives, drill scenario, site maps and drawings, lists of participants, ground rules, and exercise evaluation materials.
2. Conduct one full day session of on-site training and drill exercise developed for LADWP's four steam generating facilities listed in **Appendix V** and any additional facilities that may be required per any amendments to the 40 CFR 112 to perform training drills in the future at a mutually agreed upon time. This will include ICS training, an LADWP internal equipment deployment drill, a tabletop drill and an exercise debriefing.
3. The training and drill exercise shall include chemicals such as aqueous ammonia, sulfuric acid, sodium hydroxide, and sodium hypochlorite.
4. Generate an exercise evaluation report after each exercise conducted. This report will include all drill documentation, objectives performed during the drill, lessons learned, and input from exercise evaluators and participants.
5. The Contractor shall provide one lunch per person (not to exceed \$25 per person and allowed an escalation rate based on LADWP's inflation pricing for meals each year of this contract for up to 25 attendees of the chemical spill training and drill exercise program at each facility. The attendees will include facility personnel and Federal, State, and Local agencies that are required to remain on-site throughout the day during the chemical spill training and drill exercises.

F. Encampment Abatement

1. Perform as needed encampment abatement on LADWP property.
2. The Contractor, as required by LADWP, shall provide assistance to identify, categorize, remove, package and recycle, treat or dispose hazardous, biological, infections, and non-hazardous waste from encampments.
3. The Contractor shall be required to be on-site at Department facilities

EXHIBIT H Statement of Work

located in the Metropolitan Los Angeles area and other California/Nevada remote locations as described in **Appendix V** at a mutually agreed-upon time with an authorized LADWP representative. The Contractor shall provide personnel with the level of training and certification as regulated by the local, State, and Federal laws for the specific task.

3.0 REPORTING

Deliverables and contractor reporting to demonstrate progress and compliance with contract requirements will be individually defined, identified, and agreed to by LADWP and the selected Contractor.

A final report for each completed Task will be required and will contain, at a minimum, the end results for the contractual effort that has been funded. The reports must be in pdf format and submitted electronically to the Task Administrator.

END OF STATEMENT OF WORK

EXHIBIT I Background Check Certification

Clean Harbors Environmental Services, Inc,
On behalf of _____ (name of vendor), Asurint _____ (name of company performing screening services) has performed background checks on the individuals named below. The background checks consisted of the following components:

1. Social Security Number (SSN) Trace:
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.

2. Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels):
 - a. Includes direct source searches (State, County, and Federal Courts) in all known jurisdictions where the subject has lived or worked in the past seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.

3. Auxiliary National Criminal Index (ANCI)
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.

4. Office of Foreign Asset Control (OFAC) Watch List:
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

<u>Roderick Mitchell</u>	<u>Adolfo Lopez</u>	<u>Adrian Carrillo</u>
<u>David Reyes</u>	<u>Gilbert Adame</u>	<u>Javier Valadez</u>
<u>Carlos Guzman</u>	<u>Jose Noria</u>	<u>Filiberto Reyes</u>

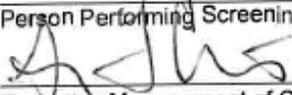
<u>Kerry Pantzer</u>	<u>04/29/2024</u>	
Person Performing Screening Services	Date	
	<u>04/30/2024</u>	<u>Clean Harbors Environmental Services, Inc,</u>
Executive Management of Company	Date	Name of the Company

EXHIBIT J Confidentiality Agreement for LADWP Proprietary Information

A. Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

B. Document Access/Control

1. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the confidential information about the penalties for its unauthorized use or disclosure.
2. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
4. The Contractor shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
5. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information of which the Contractor becomes aware.

EXHIBIT J Confidentiality Agreement for LADWP Proprietary Information

6. The Contractor shall require that all its employees, agents, and subcontractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Confidentiality Agreement, prior to performing work under this Agreement.

C. Return of All Documents to LADWP

The Contractor shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Contractor during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof. Provided however, the Contractor may retain duplicates and originals, as appropriate, of Contractor's administrative communications, records, files, and working papers relating to the services provided by the Contractor pursuant to this Agreement.

D. Work Product and Deliverable Confidentiality

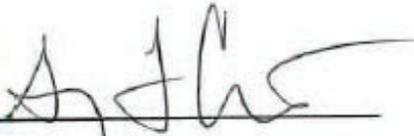
Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Contractor may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Contractor does not disclose any non-public information. The Contractor may not release any information, whether or not such information is public information, to the media without prior written approval from LADWP.

E. Subcontractors Subject to the Confidentiality Agreement

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Confidentiality Agreement.

Bidder has caused their duly authorized representative to execute this Agreement as follows:

Date: January 15, 2024

Signature: 

Firm: Clean Harbors Environmental Services, Inc.

Title: Executive VP- Pricing & Proposals

EXHIBIT K

Safety Compliance Certificate

I, George L. Curtis the undersigned Executive VP- Pricing & Proposals of
(Print Company Representative Name) (Print Company Representative Title)

Clean Harbors Environmental Services, Inc. (hereafter referred to as the Company) do hereby certify the
(Print Company Name)

information contained herein, and that I am authorized to confirm that the Company:

A. Has a comprehensive employee health and safety program which addresses all identified hazards associated with the work to be performed and which satisfies the requirements of all applicable laws and regulations including, but not limited to, those specified by the California Code of Regulations Title 8 (8 CCR), General Industry Safety Orders and Construction Safety Orders.

(Work performed outside the State of California shall comply with applicable laws and regulations in that jurisdiction).

B. Has an effective and fully implemented Injury and Illness Prevention Program that complies with the California Labor Code §6401.7 and the California Occupational Safety and Health Administration regulations contained in 8 CCR §1509 and §3203.

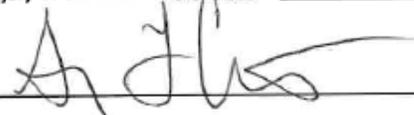
(An IIPP is not required if the Contractor does not perform any work under this Contract/Agreement within the State of California).

C. Accepts full responsibility for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by the Company.

D. Will, within 30 days of receiving a "Notice of Approval", provide evidence of an active subscription with LADWP's Contractor Safety Qualification Third Party Administrator (TPA) – currently ISNetwork, Inc. – and a grade that meets LADWP target level (A or B).

E. Will complete, submit and obtain approval of an LADWP Safety Qualification Variance Application **IF**, at any time during the term of the Contract/Agreement, the TPA evaluation results in a sub-target level grade.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of Massachusetts.

Signature: 

Print Name: George L. Curtis

Date: January 15, 2024

(For Safety Tier 1 Work)

Revised: 3/15/2021