

14. Amendment No. 1 to Agreement with Clean Harbors Environmental Services, Inc. for On-Call Services

Recommended Action: 1) Authorize the Mayor to execute Amendment 1 to Agreement with Clean Harbors Environmental Services, Inc. (Clean Harbors) to increase the total agreement compensation from \$150,000 to \$300,000; and expand the scope of work to add on-call environmental services for Palisades fire-affected properties.

Staff Contact: Environmental Sustainability Director Bundy, 456-2489, ext. 229



Council Agenda Report

To: Mayor Riggins and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Candace Bond, Interim City Manager

Date prepared: May 21, 2025 Meeting date: June 9 2025

Subject: Amendment No. 1 to Agreement with Clean Harbors Environmental Services, Inc. for On-Call Services

RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment 1 to Agreement with Clean Harbors Environmental Services, Inc. (Clean Harbors) to increase the total agreement compensation from \$150,000 to \$300,000; and expand the scope of work to add on-call environmental services for Palisades fire-affected properties.

FISCAL IMPACT: Funding for this agreement is not included in the Adopted Budget for FY 2024-25. An appropriation to Account Nos. 102-3101-5100-00 (Franklin Fire Professional Services) and 102-3102-5100-00 (Palisades Fire Professional Services) will be necessary; however, the existence of the local emergency will potentially help qualify the City for reimbursement for certain disaster response expenditures.

STRATEGIC PRIORITY: This item is not identified in the Adopted FY 2024-25 Strategic Priority Project List; however, providing recovery services after disasters is an immediate and top priority and this contract is necessary to maintain the City's fundamental operations.

DISCUSSION: On December 20, 2024, the City entered into an agreement with Clean Harbors to provide household hazardous waste and environmental services related to the Franklin Fire. Clean Harbors delivers a broad range of services including but not limited to end-to-end hazardous waste management, emergency response, asbestos and heavy metal surveys, and industrial cleaning and maintenance and recycling services. All tasks will continue to be conducted only upon written authorization from the City.

Due to unforeseen emergency events, including the Palisades Fire, staff are requesting to increase the contract amount from \$150,000 to \$300,000 and have added on-call

environmental services to include Palisades fire-affected properties. The recent fires destroyed and caused damage to structures, leaving behind a significant amount of fire debris which pose serious environmental and safety concerns due to the potential presence of hazardous substances. These hazardous substances include but are not limited to heavy metals (lead, mercury, arsenic), asbestos fibers, and various toxic chemicals which can contaminate air, soil, and water when not properly managed. leading to health risks through inhalation, ingestion, and skin contact.

To support recovery from the extensive damage caused by the wildfires, staff is requesting an additional \$150,000 to increase the total agreement compensation from \$150,000 to \$300,000. Staff is also requesting expand on-call environmental services to include Palisades Fire-affected properties. Due to the qualifications and experience of the current team, and in compliance with Malibu Municipal Code section 2.56.130 subsection (3) and subsection (4), staff recommends the City Council find that the contract is for specialized and professional services and that the competitive bidding process would cause unnecessary delay under the circumstances. Staff further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the agreement with Clean Harbors.

ATTACHMENTS:

1. Amendment No. 1 to Agreement with Clean Harbors Environmental, Inc.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT (the “Amendment”) is made on June 9, 2025, by and between the CITY OF MALIBU, a municipal corporation (hereinafter referred to as City), and Clean Harbors Environmental Services, Inc., a Massachusetts corporation (hereinafter referred to as Contractor).

The City and the Contractor agree as follows:

RECITALS

A. On December 20, 2024, the City entered into an Agreement (the “Agreement”) with Contractor for projects relating to Household Hazardous Waste and Environmental services.

B. The City desires to amend the Agreement to increase the scope of work and budget, and the Contractor has submitted an acceptable proposal for this purpose.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recital B is hereby amended to include both Franklin and Palisades Fires.
2. Exhibit A and Exhibit B are replaced in their entirety with the new Exhibit A and new Exhibit B attached to this Amendment and incorporated herein by this reference.
3. Exhibit C is replaced in their entirety with the new Exhibit C attached to this Amendment and incorporated herein by this reference.
4. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in the new Exhibit C. The reference to \$150,000 is replaced with the new not to exceed amount of \$300,000. The Contractor is still required to obtain City Manager approval for use of the contingency amount set forth in Exhibit C. All other terms and provision of Section 4 shall remain in full force and effect.
5. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

[Remainder of Page Intentionally Kept Blank]

This Agreement is executed on _____, at Malibu, California, and effective as of June 10, 2025.

CITY OF MALIBU:

MARIANNE RIGGINS, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONTRACTOR:

Clean Harbors Environmental Services, Inc.,
a Massachusetts corporation

DocuSigned by:

Jennifer McLaughlin

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By: Jen McLaughlin

Title: District Vice President

EXHIBIT A

Scope of Work

The Contractor will provide on-call environmental clean-up services relating to the 2024-25 wildfires including Franklin and Palisades. These services include but are not limited to end-to-end hazardous waste management, emergency response, asbestos and heavy metal surveys, and industrial cleaning and maintenance and recycling services. All tasks will continue to be conducted only upon written authorization from the City.

HOUSEHOLD HAZARDOUS WASTE

Emergency HHW Home Collection Work Plan

The following is a brief summary of Clean Harbors Emergency HHW Home Collection process.

1. The City identifies residents that will participate in this program.
2. A collection date is scheduled.
3. Clean Harbors works with local CUPA and prepares permit if necessary.
4. Clean Harbors prepares necessary profiles and submits to City for approval. Profiles are then approved by our Central Profile Group.
5. Clean Harbors provides the City with information for residents on details of pickup including acceptable/unacceptable items and proper packaging. Clean Harbors can email this direct to participant at City's request
6. By 7a.m. on the scheduled pickup day, the resident places their material in the agreed upon secured area on their property, typically a front porch or driveway.
7. On the scheduled day our professional staff arrives at the residence and will first show their Company ID badge to the resident if resident is home. They will then inspect the contents of the HHW kit. All acceptable material is transferred onto the Clean Harbors truck. The materials are then segregated by hazard class and properly packaged in UN approved shipping containers for transport and proper shipping documents for waste transportation are prepared.
 - a. In the event that unacceptable materials are present, the unacceptable materials will be packaged into a bag and left in place. If the resident is home they will be verbally notified of the unacceptable materials; if the resident is not home, a written notice will be left indicating why the material was not collected. Residents may always contact Clean Harbors for further assistance to properly dispose of any unacceptable waste.
8. After the last pickup of the week is performed the UN shipping containers are closed and all appropriate shipping documents are completed and finalized for proper transport and disposal.
9. Clean Harbors' reports to the City will include information regarding the residence identification of each residence, amounts & types of waste collected at each residence and material types and volumes of wastes which were managed via recycling.

Lab and Loose Packing

Once materials are identified and segregated, the appropriate packaging method for each

container is determined in accordance with container size, type, and hazardous characteristics. When lesser quantities are accumulated, smaller drum sizes are used in proportion to the amount of material to be packaged, so as to minimize the overall cost to the City.

Aerosol Cans and Flammable Solids (i.e. Tars and Adhesives) will be loose packed separately into cubic yard boxes. Other candidates for loose packing include non RCRA solids, detergents and grease. Loose packs may contain 5 gallon or smaller non-leaking inner containers; glass inner containers are not acceptable in loose packs, instead they must be lab packed.

Acids, bases, toxics, and oxidizers will be lab packed, with up to 25 gallons of liquids or 400 pounds of solids allowed per 55 gallon lab pack. These volume limitations ensure that each full container is not heavier than the drum's UN-rating and additionally they help ensure the safety of our TSDf employees who later handle the drums. Also for health and safety reasons, metal drums with poly liners will not be used to package corrosive lab packs. Experience has found that these liners can tear during shipment if any of the waste has jagged edges (which can often be the reason a resident is getting rid of the item in the first place). Liner tearing can result in drum leakage or dangerous chemical reactions when some corrosives come in contact with metal. For safety reasons, Clean Harbors does not bulk HHW acids or bases, bulked acids and bases bulked from HHW programs have been the cause of several incidents involving reacting drums at TSDFs.

Solid pesticides/fertilizers will be loose packed into cubic yard boxes or drums; however, liquid poisons/toxics will be lab packed into 55-gallon drums. Reactive will be lab packed into 5-gallon pails with up to one gallon of liquid or five pounds of solids.

Should the resident inform our staff that they have unacceptable materials, we will always assist residents in finding proper outlets for all unacceptable materials. Unacceptable items include:

Biological Waste

- ❖ Medications
- ❖ Ammunition and Explosives
- ❖ Asbestos
- ❖ Commercially-generated chemicals or hazardous wastes
- ❖ Construction-related materials
- ❖ Containers over 5 gallons
- ❖ Fire extinguishers
- ❖ Gas cylinders/pressurized cylinders
- ❖ Liquid/Elemental mercury and broken items that contain mercury
- ❖ Materials improperly packaged for transportation including leaking containers
- ❖ Medicines/pharmaceuticals
- ❖ Radioactive materials: smoke detectors
- ❖ Tires
- ❖ Trash and white goods including bulky items
- ❖ Unknown or unlabeled materials

Recordkeeping and Waste Tracking

All manifests, worksheets, weight tickets, and other related documents associated with every job Clean Harbors manages are scanned into our Document Imaging and Retrieval System. Scanned images are indexed for viewing, updating, and linking to waste tracking reports.

Anytime Clean Harbors' and/or City personnel need a copy of a signed manifest, one can easily be downloaded from our website and printed within seconds. Clean Harbors' disposal facilities also keep hard copies of all signed shipping paperwork in storage.

The moment a truck arrives with waste at any one of our Service Centers, Clean Harbors assigns to each container a unique tracking number. This number is printed on labels as corresponding bar codes and attached to each drum.

Every time the containers are moved, whether from truck to truck or from one location to another in a facility, the bar code labels are scanned and the data is uploaded into our Waste Information Network ("WIN").

Drums and/or boxes that are bulked/consolidated into larger containers (i.e. tanks, roll offs, etc.) are also noted in WIN; and a new tracking number is created that lists all the original numbers. Regardless of where the material is shipped, WIN will have the ability to generate real-time reports mapping the path that your waste took from pickup to final disposal/recycling.

These Waste Tracking Reports will include a signed Certificate of Disposal and will indicate:

- ❖ The manifest number(s)
- ❖ Each container's tracking number
- ❖ The new tracking number if bulked/consolidated
- ❖ The final disposal facility
- ❖ The waste management method code
- ❖ The date of final disposal/recycling

EXHIBIT B

Scope of Work

ASBESTOS

The first task included the project manager and survey for each property. This does not include any deconstruction work, disposal nor the CAM 17 clearance.

Clean Harbors will provide pricing for the decontamination once the survey results have been completed based on each property report.

The second task covers the transportation of two 40-yard bins for the railroad ties. This does not include any labor for consolidating the wood ties. Clean Harbors includes this to ensure that no homeowner contractor disposes of the ties improperly and to avoid any issues on the City's behalf. This is to prevent contractors from improperly disposing of the ties as trash and to avoid any issues with the city.

The plan is as follows:

- ❖ Day 1: The equipment driver will drop off the bins.
- ❖ Day 2: The equipment driver will pick up the loaded bins.
- ❖ Day 3: The equipment driver will transport the bins to the disposal site.

The third task covers the disposal of any consolidated wood ties. Please note that no labor is included for the consolidation of the ties.

EXHIBIT C

Compensation for Services

HOUSEHOLD HAZARDOUS WASTE (HHW)

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL

\$295.00 per household, estimated 20 households - \$5,900.00 Estimated Recovery Fee \$914.50

- ❖ Estimated Waste Fee \$1.18
- ❖ Estimated CARRAA Fee \$147.50
- ❖ Estimated total, including Fees \$6,963.18

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code Description

EEE - Equipment for Reclamation

- ❖ Computer keyboards and terminals
- ❖ Misc equipment (compressors, machinery, refrigeration units)
- ❖ No batteries
- ❖ Refrigeration units limited to Freons only, no Ammonia
- ❖ Other miscellaneous equipment
- ❖ PRIMARY DISPOSAL METHOD: RECLAMATION

TASK 2: PER POUND DISPOSAL (OVER 100 POUNDS)

\$2.50 per pound, estimated 1 pound - \$2.50

- ❖ Estimated Recovery Fee \$0.39
- ❖ Estimated CARRAA Fee \$0.06 Estimated total,

QUOTE SUMMARY

- ❖ **TASK 1: PER HOUSEHOLD RATE (UP TO 100 POUNDS) - \$5,900.00**
\$295.00 per household, estimated 20 households
- ❖ **TASK 2: PER POUND DISPOSAL (OVER 100 POUNDS) - \$2.50**
\$2.50 per pound, estimated 1 pound
 - Subtotal \$5,902.50
 - Estimated Recovery Fee \$914.89
 - Estimated Waste Fee \$1.18
 - Estimated CARRAA Fee \$147.56

HHW TOTAL \$6,966.13

ASBESTOS

TASK 1: MALIBU/ SURVEY PROPERTIES

1 Project Manager - 8 hour - 3 Days - \$118.00 - \$2,832.00 1 Pickup/Van/Car/Crew Cab - 3 days - \$150.00 - \$450.00 19 ASBESTOS Survey & Procedure 5 Per Property 1 each - \$2,600.00 - \$49,400.00
Total \$52,682.00

TASK 1: TOTAL ESTIMATE \$52,682.00

- ❖ Estimated Recovery Fee \$8,165.71
- ❖ Estimated CARRAA Fee \$1,317.05
- ❖ Estimated total, including Fees \$62,164.76

TASK 2: TRANSPORTATION

1 Equipment Operator 8 hours 3 Days - \$88.00 - \$2,112.00
1 Equipment Operator, Overtime 4 hours - 3 Days \$132.00 - \$1,584.00
1 Project Manager 8 hour 1Day - \$118.00 - \$944.00
1 Tractor w/Rolloff Trailer 12 hour - 3Days - \$109.00 - \$3,924.00
2 Rolloff Container with Tarp & Bows 1 day n/a \$23.00 \$46.00
Total \$8,610.00

TASK 2: TOTAL ESTIMATE \$8,610.00

- ❖ Estimated Recovery Fee \$1,334.55
- ❖ Estimated CARRAA Fee \$215.25
- ❖ Estimated total, including Fees \$10,159.80

TASK 3: RAILROAD TIES/ DISPOSAL DISPOSAL

CNO - NON HAZARDOUS SOLID - \$200.00 / ton*

*The following minimum price(s) will apply:

CNO container - \$1,000.00 TRANSPORTATION

Buttonwillow, CA Facility - Rolloff Trailer Double Container

Transportation is covered by Labor, Equipment, and Materials for other tasks. ACCESSORIALS

- ❖ Rolloff Poly Liner \$0.00 Each
- ❖ Drop off fee \$0.00 Each
- ❖ Rolloff Container with Tarp & Bows \$0.00 per Day
- ❖ Bin Top Stabilization \$375.00 Each
- ❖ Washout of Rolloff, Intermodal or Dump Trailer \$0.00 Each

QUOTE SUMMARY

TASK 1: MALIBU/ SURVEY PROPERTIES \$52,682.00

TASK 2: TRANSPORTATION \$8,610.00

TASK 3: RAILROAD TIES/ DISPOSAL \$3,575.00

- Subtotal \$64,867.00
- Estimated Recovery Fee \$10,054.39
- Estimated Waste Fee \$22.40
- Estimated CARRAA Fee \$1,621.68

ASBESTOS TOTAL: \$76,565.46

HHW TOTAL: \$6,966.13

CONTINGENCY: \$66,468.41

HHW AND ASBESTOS PROJECT TOTAL PLUS CONTINGENCY: \$150,000.00

(TOTAL PER PARCEL: APPROXIMATELY \$7,500)

ON-CALL PROJECT TOTAL FOR ADDITIONAL 20 PROPERTIES: \$150,000.00

TOTAL NOT TO EXCEED AMOUNT: \$300,000.00