

AGREEMENT NO. \_\_\_\_\_

BETWEEN THE CITY OF LOS ANGELES  
AND  
PATRIOT ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and PATRIOT ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 508 East E St., Unit A, Wilmington, CA 90744 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services to consolidated handling of hazardous and non-hazardous waste through full-service waste disposal companies for the transportation, storage, recycling, and disposal of City waste; and

WHEREAS, services will assure compliance with state and federal hazardous waste and health and safety regulations; and

WHEREAS, Consultant possesses extensive experience in dealing with emergency response to hazardous materials;

WHEREAS, Consultant is an organization that provides services, including, but not limited to those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("EMD Director") shall issue a written Project Directive that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following EMD Director's receipt of the Directive signed by Consultant, and by the Executive Director of the City's Harbor Department ("Executive Director"), EMD Director shall issue a Notice to Proceed that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom Director may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.6 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Charlie Roth, Sr. ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.10 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.11 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the City, including, but not

limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Consultant shall provide Director with reasonable advance written notice if it requires access to premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.3 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until the sixth Council meeting day after approval of this Agreement by Board or Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or

her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Three (3) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

## 5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars (\$2,000,000.00). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "B." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "B" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "B." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "B" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "B."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "B" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than Zero percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "B" shall be revised, replaced and renumbered as Exhibit "B-1," Exhibit "B-2," etc., as applicable.

5.5 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and two (2) copies of each such invoice for payment containing the information specified in Exhibit "E." Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(signed)

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "C." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.8 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

## 6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or

performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See Exhibit "D."

9. Indemnification and Insurance.

9.1 Indemnification

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

are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

## 9.2 Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

## 9.3 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.4 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and

employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

#### 9.5 Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

#### 9.6 Ocean Marine Liability Insurance

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations. The cost of the insurance shall be borne by Consultant. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollar (\$1,000,000.00) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.7 Pollution Liability Insurance or Environmental Impairment Liability

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Consultant is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.8 Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured,

or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

#### 9.9 Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

#### 9.10 Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

#### 9.11 Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

#### 9.12 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

### 9.13 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

### 9.14 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

10. Personal Services Agreement.

10.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

12. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "F."

13. Small/Very Small Business Enterprise Program and Local Business Preference Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation

opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBES, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "G."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

14. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

15. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge

of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

19. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

20. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

22. Service Contractor Worker Retention Policy and Living Wage Requirements.

Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

23. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "H."

25. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

26. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and

prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

27. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

29. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

30. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

31. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

32. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of

being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

33. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

34. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

35. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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## EXHIBIT A

### Scope of Work

The Emergency Response and Hazardous Waste Management program responds to both emergency and non-emergency chemical spills, releases of regulated and/or hazardous materials, and abandoned wastes within the Port of Los Angeles. In this function, EMD responds to requests for services from other Harbor Department divisions and State and Federal agencies, including the United States Coast Guard (USCG), Department of Fish & Game, United States Environmental Protection Agency (USEPA), and the Regional Water Quality Control Board.

The Harbor Department requires the services of qualified contractors to support and perform all phases of on-site waste management, such as containment of spills, and cleanup of releases or abandoned waste on an as-needed basis in the following categories:

#### A. Emergency Response

Emergency Response is the ability to respond to a spill or uncontrolled release of a hazardous or regulated material on an emergency basis at any time, 24 hours per day, 7 days per week (including holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by the Harbor Department. The contractor should have the ability to arrive on-scene within 30 to 45 minutes of notification. These spills may involve containment and cleanup operations in storm drains, pipelines, groundwater, and in other water bodies, including navigable waters of the state, such as the ocean, harbors, lakes, reservoirs, streams, canals, and rivers.

#### B. Unidentified Waste

Unidentified wastes are unlabeled containers with unknown substances deposited on Harbor Department property that require removal.

1. The contractor must have the ability to identify, package, and transport the unidentified wastes deposited on Harbor Department properties or right-of-way for recycling, treatment, or disposal.
2. Response to this waste stream will usually be required during normal working hours.

#### C. Waste Management

Waste Management is the ability to identify, categorize, remove, package and recycle, or dispose of hazardous, non-hazardous, and regulated waste that are generated through the normal work process of maintaining Harbor Department property or equipment.

1. Response to this waste stream will usually be required during normal working hours.
2. The contractor will be required to be on-site at a Harbor Department facility at a mutually agreed-upon time with an authorized Department employee.

3. Waste management services may include, but are not limited to:
  - a. Removal and excavation of contaminated debris;
  - b. Laboratory packing of chemicals;
  - c. Packaging and consolidating hazardous materials;
  - d. Identifying and packaging unidentified materials;
  - e. Characterizing and profiling of waste prior to disposal; and
  - f. Transporting waste for disposal.
  
4. For the purpose of this RFP, regulated and/or hazardous materials include, but are not limited to:
  - a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
  - b. Corrosive liquids, including acid, alkaline, and ammonia solutions,
  - c. Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials;
  - d. Mercury, lead, and other metals;
  - e. Ferric Chloride;
  - f. Chlorine;
  - g. Waste tires;
  - h. Treated wood;
  - i. Bio-hazard waste;
  - j. Sewage; and
  - k. Other environmental regulated media.

#### D. Miscellaneous Services

In addition to emergency response, EMD routinely assists other divisions with:

- Management and disposal of both hazardous and non-hazardous wastes generated by Harbor Department maintenance operations and construction projects;
- Collection and disposal of waste oil from collection sheds set up for commercial fishing boats;
- Abatement of lead-based paint and asbestos-containing materials in/on Harbor Department structures;
- Cleaning of facilities contaminated by biological wastes;
- Pickup and disposal of dead marine mammals from harbor waters;
- Storm drain cleaning and maintenance;
- Support the Harbor Department's Derelict Boat Removal program by providing removal and disposal of hazardous or regulated waste;
- Pressure-washing/steam cleaning;
- Mold abatement;
- Assist Construction and Maintenance staff on projects that involve confined space;
- Remove and dispose of Underground Storage Tanks (UST); and
- Waste management prior to and during Harbor Department sponsored events.

## Required Equipment

The contractor **must** have, or have immediate access to, the following equipment and services:

- WIC/24-7 Emergency response;
- Stainless steel vacuum truck;
- Black iron vacuum trucks steel – 20 BBL, 70 BBL, 120 BBL;
- Emergency response unit – Level B;
- Blood & Bio cleanup;
- Registered waste tire hauler; and
- Boat(s) for waterside spills.

It is recommended that the contractor have, or have immediate access to, the following equipment and services:

- Roll-off bins and trailer;
- Tandem roll-off trailer;
- Flat bed box van;
- Self-powered work barge;
- Booming vessel and work skiff – w/ Hull & Machinery Insurance;
- Portable containment boom system – 1000' of boom with hydraulic power pack;
- Oil spill skimmers – drum style, mop style;
- Skim packs;
- Mercury vapor analyzer and Organic Vapor Analyzer (calibrated);
- Haz Mat kit – chemical identification;
- Sufficient amount/length of containment boom (at least 10,000 feet);
- Super sucker/jetter combos;
- Salvage and diving services; and
- Trauma scene practitioner with license to haul medical waste.

## General Requirements

The Contractor shall perform all tasks in accordance with all applicable local, state, and federal regulations. Proposer must also perform activities in compliance with all appropriate elements of Harbor Department policies, tariffs, and programs (e.g., Construction and Maintenance Division's Emergency Management System, storm water control measures, Water Resources Action Plan, Clean Air Action Plan, etc.).

The Contractor must be capable of responding to regulated and/or hazardous materials discharge to inland, river/canal, and coastal/ocean environments.

## A. Laboratory Services

The Contractor must have access to the services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by the Code of Federal Regulations (CFR) 40 and Code of California Regulations (CCR) Title 22 and in accordance with USEPA Solid Waste (SW)-846 test methods of evaluation of solid wastes, physical/chemical methods. The capabilities of the lab must include, but are not limited to, analysis by Atomic Absorption (AA), AA – flame, AA Spectroscopy – Graphite furnace, Fluorescence, Gas Chromatography (GC), and GC-Mass Spectrometry for all regulated organics, X-ray Fluorescence, Organic Vapor Analyzer, Inductively Coupled Plasma/Atomic Emission Spectroscopy, pH, and flash-point testing.

## B. Disposal and Transportation

The Contractor shall provide disposal services of a fully permitted waste disposal facility or facilities capable of handling non-hazardous and hazardous wastes, including California regulated wastes, Resource Conservation and Recovery Act (RCRA) Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subcontractors and all identified hazardous or regulated waste recycling and disposal sites must be reviewed and approved for environmental acceptability and regulatory compliance with applicable state and federal laws, at the sole discretion of EMD. All recycling, treatment, storage, and/or disposal facilities must operate under Federal and State licenses/permits.

The Contractor shall ensure that all wastes handled, stored or transported are properly contained and labeled for shipment in accordance with all applicable State and Federal regulations.

The Contractor shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.

The Contractor shall furnish all labor, materials, and equipment as well as technical expertise, supervision, and management to effectively identify, package, clean up, and transport the various regulated, non-hazardous and hazardous waste for recycling, treatment, and/or disposal.

## C. Manifest Documents

The Contractor shall provide properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.

On non-emergency or routine jobs, the Contractor shall coordinate with Harbor Department staff and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to the Harbor Department.

## Project Management

Selected Contractors will work directly under the supervision of a Project Manager from the Environmental Management Division.

## Project Deliverables

The Contractor must submit a monthly summary report describing all work assignments, including a running total of costs. The report must be cumulative. EMD will provide the format for the report.



## ***FEE SCHEDULE*** ***exclusive for The Port of Los Angeles***

***Effective January 1, 2017***

### **REGIONAL OPERATIONS CENTER LOCATIONS**

#### **LONG BEACH REGION**

508 East E Street  
Wilmington, CA 90744  
Phone: (562) 436-2614

#### **VENTURA REGION**

250 S Hallock  
Santa Paula, CA 93060  
Phone: (805) 921-1112

#### **FRESNO REGION**

4171 E. Therese  
Fresno, CA 93725  
Phone: (661) 414-9075

#### **SAN DIEGO REGION**

3464 Pickett Street  
San Diego, CA 92110  
Phone: (619) 449-9014

#### **LAS VEGAS REGION**

647 Cape Horn Drive  
Henderson, NV 89011  
Phone: (702) 566-6636

#### **SANTA CLARITA REGION**

3628 Smith Avenue  
Acton, CA 93510  
Phone: (661) 287-3737

#### **SAN BERNARDINO COUNTY REGION**

2151 E Philadelphia Street  
Ontario, CA 91761  
Phone: (909) 947-9630

#### **BAY AREA REGION**

255 Parr Blvd  
Richmond, CA 94801  
Phone: (562) 436-2614

#### **BAKERSFIELD REGION**

969 Carrier Parkway Avenue  
Bakersfield, CA 93308  
Phone: (661) 414-9075

#### **SACRAMENTO REGION**

3318 Howard Avenue  
Building 338 Suites 170 & 180  
McClellan, CA 95652

### **24-HOUR EMERGENCY SPILL RESPONSE: (800) 624-9136**

*Client's request for Patriot Environmental Services to perform services constitutes an agreement to pay Patriot Environmental for its services under the terms and rates of this fee schedule. Payment terms are Net Fifteen (15) Days from the date of invoice unless noted.*

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#### **"Prepared and Professional"**

Patriot Environmental Services strives to be the premier provider of comprehensive environmental services in the southwestern United States to accomplish Patriots' mission we employ talented, reliable individuals with extensive and broad-ranged experiences, and provide them with the tools and technology necessary to meet client needs. Patriot will ensure that the services and technique provided will be efficient and effective in any situation, on land or on the water. Every client will receive the highest-level attention to his or her individual needs. Patriot's clients know that the company is prepared, available, and reliable ... no matter when or where we are called upon.

# PERSONNEL



<u>LABOR CODE</u>	<u>DESCRIPTION</u>	<u>STRAIGHT TIME PER HOUR</u>	<u>OVERTIME PER HOUR</u>	<u>PREMIUM TIME PER HOUR</u>
SP	Senior Project Manager	135.00	160.00	180.00
PM	Project Manager	115.00	135.00	160.00
CH	Chemist / Industrial Hygenist	115.00	135.00	160.00
HS	Health & Safety Manager	90.00	115.00	135.00
HM	Hazardous Material Specialist	70.00	80.00	105.00
FS	Field Supervisor	70.00	80.00	105.00
HT	Hazardous Material Technician	60.00	75.00	90.00
SF	Site Foreman	55.00	70.00	85.00
CR	Confined Space Rescue Technician	55.00	70.00	85.00
UT	Union Technician (ILWU)	55.00	70.00	85.00
EO	Equipment Operator	50.00	65.00	80.00
TD	Truck Driver	50.00	65.00	80.00
TE	Technician	45.00	60.00	75.00

Minlum call out ls 4 hours per person.

Straight Time - Monday through Friday from 0700-1500, including chargeable 1/2 hour meal break.

Overtime - All other hours Monday through Friday (up to 12 consecutive working hours) and the 1st 8 hours on Saturday.

Premium Time - After 12 consecutive working hours Monday through Friday, all subsequent hours on Saturday and all hours on Sunday & Holidays.

Billing Rate in effect untll a minimum 6 hour break is provided.

Rate categories apply to personnel working during specified time of day regardless of the number of hours worked for the Client on that particular day.

## Notes:

1. Minimum call out for out of area projects ls 8 hours per person.
2. Personnel time charges begin with equipment and personnel mobilization at the time of the call out. Time charges terminate at the conclusion of the operation, which Includes transportation back to Patriot Environmental Operations Center and any necessary decontamination and/or repair of equipment. Personnel are charged In half-hour increments.
3. Surcharges may apply to cover unanticipated costs resulting from circumstances beyond the control of Patriot.
6. Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of or the cost of the subcontractor's services plus an administrative charge of nine percent (9%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services, except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.

# EQUIPMENT



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
<b>MARINE RESPONSE EQUIPMENT</b>		
Contractor Boom, up to 8" x 12"	Foot	2.75
Boom Anchor Set	Day	45.00
Hull Magnets	Day	45.00
HIB Skimmer w/Pump(s)	Day	3800.00
Disc Skimmer w/Power Pack	Hour	225.00
Elastec Magnum 4-Drum Skimmer w/Power Pack	Hour	300.00
Skimpak	Hour	50.00
Response Vessel, 30 - 34'	Hour	185.00
Response Vessel, 25' - 29'	Hour	145.00
Response Vessel, 15' - 24'	Hour	130.00
Skiffs w/Outboard, 14' or less	Hour	50.00
Skiffs w/o Outboard, 14' or less	Hour	25.00
**The above items are subject to a "stand by rate" equal to 1/2 the operating rate		
<b>EXCAVATION EQUIPMENT</b>		
Backhoe	Hour	95.00
Backhoe Attachment	Day	220.00
Skidsteer Loader / Bobcat	Hour	80.00
Skidsteer Loader Attachment	Day	150.00
Excavator, Mini	Hour	80.00
Excavator, up to 45,000 lb	Hour	175.00
Excavator, 45,000 lb and up	Hour	210.00
Excavator Attachment	Day	650.00
Loader, 3 Yard Bucket	Hour	150.00
Loader, 5 Yard Bucket	Hour	175.00
Heavy Equipment Delivery/Pickup	Hour	150.00
<b>RESPONSE AND SUPPORT TRAILERS</b>		
30' Command Center	Day	500.00
Mobile Incident Command Center	Day	1000.00
Confined Space Rescue Equipment Box	Day	325.00
Emergency Response Logistics Trailer, 48'-53'	Day	450.00
Emergency Response Trailer, 24' or less	Day	325.00
Flatbed Trailer, up to 48'	Day	250.00
ATV Trailer	Day	125.00
Boom & Skiff Trailer	Day	100.00

# EQUIPMENT



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
Spray Trailer w/ 200 Gallon Tank	Day	100.00
<b>VACUUM TRUCKS/TRUCKS/VEHICLES</b>		
120 Barrel Black Iron Vacuum Truck	Hour	35.00
120 Barrel Stainless Steel Vacuum Truck	Hour	40.00
35 - 70 Barrel Black Iron Vacuum Truck	Hour	35.00
35 - 70 Barrel Stainless Steel Vacuum	Hour	40.00
Roll-Off Truck, Single Bin	Hour	35.00
Roll-Off Truck, Double Bin	Hour	40.00
Rocket Launcher	Hour	40.00
Heavy Duty Tractor	Hour	40.00
End Dump	Hour	55.00
Hydro Excavation Unit	Hour	185.00
Vactor/Jetter Combo Unit	Hour	185.00
Guzzler/Air Mover Unit	Hour	150.00
Mini Guzzler, Trailer Mounted	Hour	75.00
Mini Jetter, Trailer Mounted	Hour	75.00
Mini Roll Off Trailer, Trailer Mounted	Hour	30.00
Crane Truck, 10 - 18 Ton	Hour	125.00
Dump Truck, up to 10 yard	Hour	100.00
Gear Truck, Less Than 1 ton	Hour	20.00
Gear Truck, 1 Ton - 3 Ton	Hour	25.00
Gear Truck, 3 Ton - 5 Ton	Hour	30.00
Box Truck, ER Equipped	Hour	50.00
Water Truck, up to 3,000 gallons	Hour	110.00
All Terrain Vehicle	Day	300.00
Utility All Terrain Vehicle	Day	350.00
15 Passenger Personnel Support Van	Hour	28.00
<b>SUPPORT EQUIPMENT</b>		
Air Compressor, 100-385 CFM	Day	325.00
Copus Blower, CP-20	Day	160.00
Horn Blower, Venturi	Day	165.00
Mity-Mite Blower, Trailer Mount	Day	1050.00
Pressure Washer, 3,000 PSI - Single Unit	Hour	40.00
Pressure Washer, 3,000 PSI - Double Unit	Hour	55.00
Hydroblaster, 10K	Hour	110.00

# EQUIPMENT



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
Hydroblaster, 20K	Hour	150.00
Hydroblaster, 36K	Hour	200.00
Hydroblaster Attachments	Day	150.00
2" Pump, Petroleum and Chemical	Day	220.00
3" Pump, Petroleum and Chemical	Day	250.00
4" Pump, Petroleum and Chemical	Day	325.00
6" Pump, Petroleum and Chemical	Day	500.00
2"-4" Pump Hose	Foot	1.50
Vactor Flex Hose, 6"	Foot	3.00
Drum-Mount Vacuum	Day	125.00
Truck Ramp / Deck Plate	Day	200.00
Drum Dolly	Day	35.00
Chain Saw	Day	55.00
Sawzall	Day	75.00
Weed Wacker	Day	N/C
Lawnmower	Day	N/C
Hand Tools (rake, shovel, broom, squeegee, scraper)	Day	N/C
Ladder, A-Frame and Extension	Day	N/C
Chipping Gun, Pneumatic	Day	42.00
Light Tower	Day	285.00
Demolition Torch	Day	325.00
Cut-Off Saw	Day	125.00
Personnel Decon Station	Day	250.00
Decontamination Pool, 10' x 15'	Day	250.00
Decontamination Pool, 100' x 20'	Day	650.00
Forklift, 6k - 10k	Day	280.00
Generator, 4 to 7.5 kW	Day	115.00
Jackhammer	Day	225.00
Portable Light, Explosion Proof	Day	50.00
Manlift, up to 60' Boom	Day	750.00
Manlift, 61'-100' Boom	Day	1100.00
Tanker Rollover Kit	Day	500.00
Pressure Gauge Kit	Day	250.00
<b>TEMPORARY STORAGE EQUIPMENT</b>		
Roll-Off Bin, 10-40 Cubic Yard	Day	20.00
Storage Tank, 21,000 Gallon	Day	55.00

# EQUIPMENT



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
Storage Tank Containment	Day	30.00
Storage Tank, 6500 Gallon Poly	Day	52.00
Storage Bladder, 147,000 Gallon	Each	See Below <sup>10</sup>
Storage Bladder, 42,000 Gallon	Each	See Below <sup>10</sup>
Tote Tank, 550 Gallon Stainless Steel	Day	75.00
Tote Tank, 300 Gallon Plastic	Day	70.00
Salvage Cylinder/Coffin	Day	2400.00
<b>COMMUNICATION EQUIPMENT</b>		
Aerial Drone Camera	Day	450.00
Satellite Phone	Day	400.00
Radio, UHF or VHF	Day	50.00
Radio, Explosion Proof	Day	75.00
<b>SAFETY EQUIPMENT</b>		
Level A Personal Protective Gear	Day	1400.00
FRC Chemical/Acid Suit, 1-Piece	Day	150.00
Fire Turnout Suits w/ Boots	Day	300.00
Chest/Hip Waders	Day	75.00
Emergency Egress Bottle/Five Minute Escape Pack	Day	50.00
Eyewash Station	Day	35.00
Full Face Respirator	Day	35.00
Harness/Lanyard	Day	20.00
Drager Pump	Day	135.00
LEL/O2/H2S/CO Meter	Day	225.00
LEL/O2/H2S/CO/PID Meter	Day	250.00
H2S Clip	Day	20.00
Supplied Air System	Day	350.00
Mercury Meter - Lumex Meter	Day	800.00
Mercury Meter - Jerome Meter	Day	500.00
Mercury Vacuum/Hepa Vacuum	Day	650.00
Chlorine Emergency Kit "A"	Day	875.00
Chlorine Emergency Kit "B"	Day	975.00
Chlorine Emergency Kit "C"	Day	1175.00
PID/HNU/OVA Meter	Day	200.00
Radiological Meter	Day	250.00
SCBA	Day	180.00

# EQUIPMENT



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
SCBA, Standby Only	Day	100.00
Tripod and Winch	Day	225.00
Traffic Control, Arrow Board	Day	225.00
Traffic Control, Reflective Signs	Day	50.00
Traffic Cones/Delineators	Day	3.00

**Notes:**

1. Equipment prices do not include fuel, operator, or mobilization to job site. Minimum call out is 4 hours.
2. All charges are portal to portal beginning with equipment mobilization from Patriot Operations Centers and includes all time at the site, whether or not equipment is listed in daily reports or actively utilized. Time charges terminate at the conclusion of the operation, which includes demobilization back to operations centers and completion of any decontamination, re-stocking and or repair.
3. Day rate equipment operated over 12 consecutive hours will be charged 2x the day rate.
5. Equipment not on price list will be added to Patriot's Rate sheet after approval from The Port of Los Angeles
6. Client agrees to pay Patriot, in accordance with rates contained in this Price List, for any cleaning or repairs necessary to return equipment to the same condition as at the commencement of services. Only Patriot shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by Patriot.
7. All equipment and supplies are subject to a replacement charge at Patriot cost if damaged, or if decontamination is impossible.
8. A fuel surcharge of 10% can apply to all heavy equipment, vacuum trucks, trucks and vehicles.
9. Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of Patriot, and who will be compensated for performance of the services directly by Patriot under the terms and conditions of their agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of client. Client will be billed for services by Patriot's subcontractors at the greater of the rates listed in the Patriot Fee Schedule of Services or the cost of the subcontractor's services plus an administrative charge of nine percent (9%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services, except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.
10. Storage Bladders are designed to provide temporary storage and one time usage. Client will be notified prior to deployment of bladder and informed of replacement value. If deployed, client be billed for replacement at Patriot's cost plus zero percent (0%) and will be responsible for the transportation & disposal of the existing bladder as required.

# MATERIALS AND SUPPLIES



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
<b>BAGS/SHEETING</b>		
Plastic Bag, 33" x 50", 250/Box	Box	135.00
Plastic Bag, 38" x 60", 50/Box	Box	125.00
55 Gallon Drum Liner	Each	3.00
Roll-Off Box Liner	Each	45.00
Shrink Wrap	Roll	20.00
Plastic Sheeting, 20' x 100', 10 mil	Roll	175.00
Plastic Sheeting, 20' x 100', 6 mil	Roll	125.00
<b>CLEANERS</b>		
Hand Cleaner	Jar	10.00
Bleach	Gallon	3.00
Marine Cleaner	Gallon	20.00
Simple Green	Gallon	16.00
Power Cleaner 155	Gallon	20.00
Neutralizer (Soda Ash, Bicarbonate, Citric Acid)	Gallon/Bag	65.00
Heavy-Duty Decontamination Cleaner, 55 Gallon Drum	Each	3000.00
Heavy-Duty Decontamination Cleaner, 1 Gallon Bucket	Each	60.00
Carbon Cannister	Each	600.00
<b>DRUMS</b>		
5 Gallon Pail	Each	15.00
15 Gallon Open Top	Each	25.00
20 Gallon Open Top	Each	45.00
30 Gallon Open Top	Each	55.00
55 Gallon Open Top	Each	75.00
55 Gallon Closed Top	Each	75.00
55 Gallon Poly	Each	85.00
85 Gallon Steel Overpack	Each	210.00
95 Gallon Poly Overpack	Each	275.00
250 Gallon Poly Tote	Each	550.00
Triwall Box, Cubic Yard	Each	140.00
Lighting Bulb/Tube Box	Each	75.00
<b>SAFETY MATERIALS</b>		
Chemical/Acid Suit, 1-Piece	Each	125.00
Steel Toe PVC/Nitrile Boot	Pair	N/C

# MATERIALS AND SUPPLIES



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
Drager Test Tubes	Each	48.00
Nitrile Inner Gloves	Pair	1.00
Nitrile Gloves, 14"	Pair	11.00
Heavy Duty Black Rubber Gloves	Pair	15.00
Leather Gloves, if Damaged	Pair	11.00
Hard Hat	Each	N/C
Safety/Traffic Vest w/ Reflective Tape	Each	N/C
Disposable Overboot	Pair	15.00
Disposable Rain Gear	Set	24.00
Respirator Cartridges, OV/AG	Each	20.00
Respirator Cartridges, Chlorine/Mercury	Each	30.00
HEPA Vacuum Pre-Filter	Each	17.00
HEPA Vacuum HEPA Filter	Each	220.00
Mercury Carbon Filter	Each	525.00
Mercury ULPA Filter	Each	170.00
Mercury Vacuum Hose, 8 Foot Section	Each	40.00
Disposable Half-Face Respirator OV/AG	Each	29.00
Disposable Safety Glasses	Each	7.00
Face shield bracket	Each	N/C
Face shield	Each	3.00
Saranex Tyvek Suit	Each	38.00
Disposable White Tyvek	Each	14.00
Poly Coated Yellow Tyvek	Each	20.00
<b>SORBENTS</b>		
Chemical Stabilizer Absorbent, 35 lb Bag	Bag	145.00
Sorbent Sweep, 100'/Bale	Bale	160.00
Vermiculite, 6 cu. ft./Bag	Bag	30.00
Mercury Amalgum	Lb	135.00
Mercury Vapor Suppressant	Quart	25.00
Floor Dry, 25 lb Bag	Bag	20.00
SaveSorb	Bag	60.00
SaveSorb, 55cf Compressed Bag	Bag	1500.00
Industrial Rug	Roll	200.00
Oil Snare on Rope, 50ft./Bag	Bag	125.00
Sorbent Pads, 100/Bale	Bale	100.00
8" x 10' Sorbent Boom, 4/Bale	Bale	220.00

# MATERIALS AND SUPPLIES



<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>
5" x 10' Sorbent Boom, 4/Bale	Bale	185.00
<b>MISCELLANEOUS</b>		
Caution/Danger Tape	Roll	25.00
Bottled Water	Case	N/C
Gatorade/Sports Drink	Case	N/C
Orange Construction Fence, 4' x 100'	Roll	45.00
Cotton Rags, 25 lb	Box	60.00
Sandbags	Each	4.00
Plywood, 1/2"	Sheet	30.00
Plywood, 3/4"	Sheet	40.00
Duct Tape	Roll	6.00
Tygard/Typatch	Per Foot	2.50
PCB Wipe Sampling Kit	Each	25.00
HazCat Kit	Day	275.00
HazCat Kit Test	Per Test	35.00
Petroflag Soil Test	Per Test	35.00
Chlor-N-Oil/Chlor-N-Soil Test	Per Test	25.00
Coliwassa	Each	15.00
Hand Pump	Each	25.00
Poly Rope, 3/8" x 600'	Spool	90.00
Hand Held Hudson Sprayer	Day	20.00

**Notes:**

1. Materials utilized on project, whether listed in daily work reports or not, are chargeable.  
All materials not listed on Fee Schedule will be added to Patriot's Rate sheet after obtaining approval from The Port of Los Angeles.
2. Disposal quotes for waste must meet approved profiles. Patriot Environmental will assist client with disposal plan and provide quotes, but client must designate disposal facility. Patriot Environmental will not take title to any waste.
3. Additional charges may apply to cover unanticipated cost increases for items resulting from circumstances beyond the control of Patriot Environmental. Changes will be added to Patriot's Rate sheet after obtaining approval from The Port of Los Angeles.
4. Services shall be performed by employees of Patriot, or its subcontractors who will be controlled and under the sole authority of Patriot, and who will be compensated for performance of the services directly by Patriot under the terms and conditions of their agreements with Patriot. Patriot will be responsible for the qualification of any subcontractors used to perform services on behalf of client. Client will be billed for services by Patriot's subcontractors at the greater of the rates listed in the Patriot Fee Schedule of Services or the cost of the subcontractor's services plus an administrative charge of nine percent (9%) of the cost of these services. Subcontractors' services will be listed on the Patriot Daily Work Report. Client agrees not to contact Patriot's subcontractors, directly or indirectly (including through agents), to attempt to secure the subcontractor's services for work to complete the Services,

# MATERIALS AND SUPPLIES



DESCRIPTION

UNIT

RATE

*except through Patriot, or to seek to induce the Subcontractors to violate the terms of their agreements with Patriot.*



**Transportation & Disposal Price Guidelines for The Port of Los Angeles**

**DISPOSAL CONTAINERIZED WASTE**

<i>Bulk Waste Streams</i>	<b>Tote/ Bx</b>	<b>55-gal</b>	<b>30-gal</b>	<b>20-gal</b>	<b>15/10-gal</b>	<b>5-gal</b>
Non-Hazardous Water	\$352.00	\$77.50	\$77.50	\$77.00	\$71.50	\$71.50
Non-Hazardous Solids	\$385.00	\$93.50	\$93.50	\$77.00	\$71.50	\$71.50
Non-Hazardous sludge	\$522.50	\$126.50	\$126.50	\$126.50	\$93.50	\$93.50
Non-RCRA Water	\$423.50	\$104.50	\$104.50	\$104.50	\$104.50	\$71.50
Non-RCRA Water (hard to treat)	\$638.00	\$209.00	\$209.00	\$209.00	\$170.50	\$93.50
Non-RCRA Solid	\$385.00	\$104.50	\$104.50	\$104.50	\$104.50	\$71.50
Asbestos (dry)	\$660.00	\$198.00				
Non-RCRA Solid (grease)		\$253.00	\$253.00	\$214.50	\$214.50	\$121.00
RCRA Solids (direct landfill)	\$880.00	\$247.50	\$247.50	\$214.50	\$185.00	\$105.00
Waste Oil (non-chlorinated)	\$385.00	\$95.00	\$95.00	\$95.00	\$95.00	\$65.00
Waste Oil (chlorinated, non incin.)		\$265.00	\$265.00	\$265.00	\$210.00	\$125.00
Antifreeze	\$580.00	\$190.00	\$190.00	\$190.00	\$155.00	\$85.00
Latex Paint (bulk)	\$585.00	\$230.00	\$230.00	\$214.50	\$214.50	\$110.00
Flammable Liquids (>90% liquid)	\$880.00	\$247.50	\$247.50	\$235.95	\$342.25	\$115.50
Incineration, bulk (no D003)	\$2.45/lb	\$2.45/lb	\$2.45/lb	\$2.45/lb	\$2.45/lb	\$2.45/lb
Incineration - minimum drum prices		\$565.00	\$565.00	\$225.00	\$195.00	\$140.00
Aerosols	\$3.30/lb	\$3.30/lb	\$3.30/lb	\$3.30/lb	\$3.30/lb	\$3.30/lb
Aerosols - minimum drum prices		\$460.00	\$365.00	\$275.00	\$215.00	\$115.00
Mercury elemental	\$45.00/lb	\$45.00/lb	\$45.00/lb	\$45.00/lb	\$45.00/lb	\$45.00/lb
Mercury elemental- minimum drum		\$2380.00	\$2065.00	\$1750.00	\$1275.00	\$425.00
Mercury related cmpd	\$8.75/lb	\$8.75/lb	\$8.75/lb	\$8.75/lb	\$8.75/lb	\$8.75/lb
Mercury related cmpd- minimum drum		\$2380.00	\$2065.00	\$1750.00	\$1275.00	\$425.00
Acids (inorganic no metals)*		\$280.00	\$280.00	\$280.00		
Acids (inorganic HF)	\$1350.00	\$485.00	\$485.00	\$225.00	\$205.00	\$140.00
Caustics (inorganic no metals)*		\$280.00	\$280.00	\$280.00		
Caustics (Ammonia hydroxide)	\$1350.00	\$485.00	\$485.00	\$225.00	\$205.00	\$140.00
Oxidizers bulk solid/ liquids (no D003)	\$4.60/lb	\$4.60/lb	\$4.60/lb	\$4.60/lb	\$4.60/lb	\$4.60/lb
Oxidizers bulk solid/ liquids minimum drum prices (no D003)		\$1160.00	\$895.00	\$795.00	\$685.00	\$295.00
Empty (poly drums) NON-RCRA	\$93.00	\$93.00				
Empty (metal drums) NON-RCRA	\$48.00	\$48.00				
Empty (poly drums)** RECYCLED	\$25.00	\$25.00				
Empty (metal drums)** RECYCLED	\$15.00	\$15.00				

**\*\*Container Management preferred designated Facility, must be shipped on Bill of Lading  
Over pack Handling Surcharge @ \$50.00 ea.**



**Transportation & Disposal Price Guidelines for The Port of Los Angeles**

**DISPOSAL Lab Pack Price Guidelines**

<i>Lab Pack Waste Streams</i>	<b>Bx</b>	<b>55-gal</b>	<b>30-gal</b>	<b>20-gal</b>	<b>15/10-gal</b>	<b>5-gal</b>
Paints (loose Pack)	\$785.00	\$345.00	\$310.00	\$250.00	\$225.00	\$95.00
Flammable Liquids	\$785.00	\$345.00	\$310.00	\$250.00	\$225.00	\$95.00
Flammable Solids	\$1585.00	\$520.00	\$480.00	\$390.00	\$330.00	\$150.00
Non-RCRA Liquids	\$650.00	\$225.00	\$195.00	\$170.00	\$150.00	\$95.00
Non-RCRA Liquids (Latex Paints)	\$650.00	\$225.00	\$195.00	\$170.00	\$150.00	\$95.00
Non-RCRA Solids (landfill)	\$650.00	\$225.00	\$195.00	\$170.00	\$150.00	\$95.00
Non-RCRA Solids (incineration)	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Oxidizers Lab Pack solid/ liquids minimum drum prices (no D003)		\$975.00	\$830.00	\$735.00	\$650.00	\$275.00
Toxic Liquids (organic, inorganic)	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Toxic Solids (organic, inorganic)	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Flammable Toxic Liquids	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Flammable Toxic Solids	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Corrosive Liquids (acid or base)	\$1100.00	\$395.00	\$360.00	\$280.00	\$225.00	\$125.00
Corrosive Solids (acid or base)	\$1100.00	\$395.00	\$360.00	\$280.00	\$225.00	\$125.00
Hazardous Waste Liquids	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Hazardous Waste Solids	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00
Halogenated Liquids	\$1295.00	\$425.00	\$365.00	\$280.00	\$225.00	\$125.00

**\*Lab Pack Prices do not include labor, equipment, containers and packing material**

<i>Bio Hazardous waste</i>	<b>55-gal</b>	<b>38-gal</b>	<b>28-gal</b>
Bio Hazardous Waste solid/ liquids*	\$165.00	\$147.00	\$112.00



**Transportation & Disposal Price Guidelines for The Port of Los Angeles**

**DISPOSAL BULK WASTE**

Bulk solids case by case
Sewage waste @ \$0.12 per gallon (billed at full truck load) * N. California only
FOG (FATS OILS AND GREASE) NON Hazardous @ \$0.12 per gallon (billed at full truck load) * N. California only
Non-Hazardous waste liquids Spill rinsates @ \$0.65 per gallon * N. California only
Non-Hazardous waste solids surcharge @ \$2.25 per gallon* N California only
Non-RCRA Spill rinsates/ Oily Water @ \$1.10 per gallon
Non-RCRA solids surcharge @ \$3.40 per gallon
Tanker washouts (hot water wash) @ \$475.00 * N. California
<b>SW-TIMBER/TREATED/OLD WOOD @ 56.25 per Ton</b>

PORT OF LOS ANGELES  
SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Minimum Charge

All field labor and equipment are subject to a four (4) hour minimum charge. Charges stem from Consultant's cost for mobilization of equipment, staff and subconsultant/subcontractors from facility to the job site.

Subconsultant/Subcontractors

The cost of services rendered by subconsultant/subcontractors will be charged at actual costs plus 9% markup. Disposal Facilities and Equipment rental companies are not eligible for this mark-up.

Other Direct Charges (ODC)

Services, Equipment & Materials not listed on Consultant Rate Sheet will be charged at actual cost.

Miscellaneous Charges

The cost of services for Disposal, Dumping, Decontamination, Wash Out and Laboratory charges will be at actual cost.

Communications

The cost of communications including telephone, telex, facsimile, routine postage and incidental copying will be charged at cost.

Travel and Subsistence (Meals, Lodging and Airfare)

Does not apply to this contract.

Vehicles and Mileage

Company vehicle (not listed in the rate schedule) mileage will be charged at the current Federal Travel Regulation (FTR) mileage allowance. IRS rates are posted annually at [www.irs.gov](http://www.irs.gov).

Reproduction

All outside reproduction materials and supplies will be charged at cost.

**NOTE:**

When staff appears as expert witnesses in court trials, mediations, arbitration hearings and depositions, their time will be charged at 1.5 times individual hourly rates as stated in consultant's rate schedule.

**CONFLICTS:**

If any provision of this page of Exhibit "B" conflicts with any fee or charge set forth on any other page of Exhibit "B", the provision of this page shall be deemed to supersede any such conflicting provision.

## MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Directions:**  
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount  
 \* Group = (SBE/VSBE/MBE/WBE/OBE/DBE)

## EXHIBIT D

### BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

EXHIBIT E

INVOICE SAMPLE

Does not have to be exact but components must be present in your invoice and/or backup.

Company Letterhead

AGMT No:  
BTRC No.:  
TIN:

Invoice Number:  
Invoice Date:  
POLA PM:

PD# - Project Title  
Billing Period: MM/DD/YY - MM/DD/YY

PERSONNEL:	Rate/Hour	Current Hours	Current Total
Name & Title	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
<b>Total Labor Cost:</b>			\$0.00

SUBCONSULTANT:	Current Total	
Name of Subconsultant	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
<b>Total Subconsultant Cost:</b>		\$0.00

OTHER DIRECT COSTS/REIMBURSABLE EXPENSES:	Current Total	
Description - Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
<b>Total Other Direct Cost:</b>		\$0.00

<b>REMIT PAYMENT TO:</b> Company Nam Address City, State, Zip
--

<b>TOTAL DUE</b>	<b>\$0.00</b>
------------------	---------------

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate. This information may be needed under separate cover. POLA PM will provide specifics for details needed in progress report.

I certify under penalty of perjury that above bill is just and correct according to the terms of Agreement # \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
Consultant Representative Name      Date

Date: \_\_\_\_\_  
APPROVED AS TO SCOPE AND  
AMOUNT OF WORK PERFORMED

\_\_\_\_\_  
POLA PROJECT MANAGER

## EXHIBIT F - AFFIRMATIVE ACTION PROGRAM PROVISIONS

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

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

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT G

### SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

#### (1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 10%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **562112**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is **\$38.5 million**.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

#### (2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

### Patriot Environmental Services

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE    VSBE    MBE    WBE    DVBE    OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: *Dale Strieter*  
Printed Name: Dale Strieter

Title: Technical Services Manager  
Date Signed: July 11, 2016

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles  
County of Los Angeles

On July 11, 2016 before me, Nancy A. Clements Notary Public  
(insert name and title of the officer)

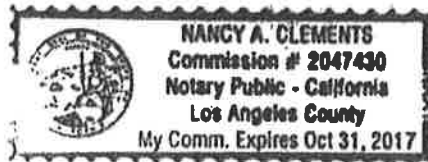
personally appeared Dale Strieter  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nancy A. Clements*

(Seal)





## Consultant Description Form

### SUBCONSULTANT:

Business Name: HOYT TRANSPORTATION Award Percentage: \$ \_\_\_\_\_  
Services to be provided: WASTE TRANSPORTATION  
Owner's Ethnicity: CAUCASIAN Gender FEMALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 28245 EL TORO CUT OFF ROAD  
City/State/Zip: LAKE ELSINORE, CA 92532  
County: RIVERSIDE COUNTY  
Telephone: ( ) 951-245-6010 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: MIKE HOYT JR.  
Email Address: MIKEJR@HOYTTRANS.COM - ASSISTANT MANAGER

### SUBCONSULTANT:

Business Name: DEMENNO KERDOON Award Percentage: \$ \_\_\_\_\_  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CORP Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ 48 MM  
Address: 2000 N. ALAMEDA ST.  
City/State/Zip: COMPTON, CA 90222  
County: LOS ANGELES COUNTY  
Telephone: ( ) 310-537-7100 FAX: ( ) 562-231-1553  
Contact Person/Title: LILIAN RIVERA - ACCOUNTING MANAGER  
Email Address: LRIVERA@DKVERNON.COM

### SUBCONSULTANT:

Business Name: LIGHTING RESOURCES LLC Award Percentage: \$ \_\_\_\_\_  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 805 EAST FRANCIS ST.  
City/State/Zip: ONTARIO, CA 91761  
County: RIVERSIDE COUNTY  
Telephone: ( ) 909-923-7952 FAX: ( ) 909-923-7510  
Contact Person/Title: ERIKA RAMIREZ - ACCOUNTING MANAGER  
Email address: ERIKA.RAMIREZ@LIGHTINGRESOURCESINC.COM

## Consultant Description Form

### PRIME CONSULTANT:

Contract Title: EMERGENCY RESPONSE AND HAZARDOUS WASTE MGMT. SERVICE AGREEMENT  
Business Name: PATRIOT ENVIRONMENTAL SERVICES INC. Award Total: \$                       
Owner's Ethnicity: CORP. Gender            Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO            (Check only one)  
Primary NAICS Code: 562111 Average Three Year Gross Revenue: \$ 35 MM  
Address: 508 EAST E STREET UNIT A  
City/State/Zip: WILMINGTON, CA 90744  
County: LOS ANGELES  
Telephone: (    ) 562-436-2614 FAX: (    ) 562-436-2688  
Contact Person/Title: CHARLIE ROTH, SR. PROJECT MANAGER  
Email Address: CROTH@PATRIOTENVIRONMENTAL.COM

### SUBCONSULTANT:

Business Name: RAINBOW TRANSPORT TANK CLEANERS Award Percentage: \$ TBD  
Services to be provided: TANK WASHOUT  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO            (Check only one)  
Primary NAICS Code:                      Average Three Year Gross Revenue: \$                       
Address: 21119 S. WILMINGTON AVE.  
City/State/Zip: CARSON, CA 90840  
County: LOS ANGELES COUNTY  
Telephone: (    ) 310-835-0151 FAX: (    ) 310-835-0208  
Contact Person/Title: ALTHEA COLLARD - OFFICE MANAGER  
Email Address: BILLING@RAINBOWLLC.COM

### SUBCONSULTANT:

Business Name: SUNBELT RENTALS Award Percentage: \$ TBD  
Services to be provided: EQUIPMENT RENTAL  
Owner's Ethnicity: CORP Gender            Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES            NO            (Check only one)  
Primary NAICS Code:                      Average Three Year Gross Revenue: \$                       
Address: 20410 GRAMERCY PLACE  
City/State/Zip: TORRANCE, CA 90501  
County:                       
Telephone: (    ) 310-320-9800 FAX: (    ) 310-320-9870  
Contact Person/Title: JOHN WHEELER - DIVISION MANAGER  
Email address: PCM733@SUNBELTRENALS.COM

### Consultant Description Form

**SUBCONSULTANT:**

Business Name: KEPNER PLASTICS Award Percentage: \$ TBD  
Services to be provided: BOOM REPAIR  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 3131 LOMITA BLVD.  
City/State/Zip: TORRANCE, CA 90505  
County: LOS ANGELES COUNTY  
Telephone: ( ) 310-325-3162 FAX: ( ) 310-326-8560  
Contact Person/Title: \_\_\_\_\_  
Email Address: INFO@KEPNERPLASTICS.COM

**SUBCONSULTANT:**

Business Name: LA PAZ LANDFILL Award Percentage: \$ TBD  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CORP Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 1300 W. ARIZONA AVE.  
City/State/Zip: PARKER, AZ 85344  
County: LA PAZ COUNTY  
Telephone: ( ) 928-855-9441 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONSULTANT:**

Business Name: SOUTHWEST PROCESSORS INC. Award Percentage: \$ TBD  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 4120 BANDINI BLVD.  
City/State/Zip: VERNON, CA 90058  
County: LOS ANGELES COUNTY  
Telephone: ( ) 213-261-0935 FAX: ( ) 323-780-3170  
Contact Person/Title: JOSIE CAMPOS - ACCOUNTING  
Email address: \_\_\_\_\_



## Consultant Description Form

### SUBCONSULTANT:

Business Name: WASTE MANAGEMENT Award Percentage: \$ TBD  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CORP Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ 48 MM  
Address: 1001 FANNIN SUITE 4000  
City/State/Zip: HOUSTON, TEXAS 77002  
County: HARRIS COUNTY  
Telephone: ( ) 713-512-6200 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: KELLEY SHAUN - ACCOUNT MANAGER  
Email Address: KSHAUN@WASTEMANAGEMENT.COM

### SUBCONSULTANT:

Business Name: CLEAN HARBORS Award Percentage: \$ TBD  
Services to be provided: WASTE DISPOSAL  
Owner's Ethnicity: CORP Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 42 LONGWATER DRIVE P.O BOX 9149  
City/State/Zip: NORWELL, MA 02061-9149  
County: \_\_\_\_\_  
Telephone: ( ) 781-792-5000 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: THAT LANI - ACCOUNTING MANAGER  
Email Address: TLANIA@CLEANHARBORS.COM

### SUBCONSULTANT:

Business Name: NATIONAL PLANT SERVICES Award Percentage: \$ TBD  
Services to be provided: HYDRO EXCAVATION  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 1461 HARBOR AVENUE  
City/State/Zip: LONG BEACH, CA 90813  
County: LOS ANGELES COUNTY  
Telephone: ( ) 562-436-7600 FAX: ( ) 562-495-1528  
Contact Person/Title: \_\_\_\_\_  
Email address: OFFICE@NATIONALPLANT.COM

## Consultant Description Form

### PRIME CONSULTANT:

Contract Title: EMERGENCY RESPONSE AND HAZARDOUS WASTE MGMT. SERVICE AGREEMENT  
Business Name: PATRIOT ENVIRONMENTAL SERVICES INC. Award Total: \$ \_\_\_\_\_  
Owner's Ethnicity: CORP. Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: 562111 Average Three Year Gross Revenue: \$ 35 MM  
Address: 508 EAST E STREET UNIT A  
City/State/Zip: WILMINGTON, CA 90744  
County: LOS ANGELES  
Telephone: ( ) 562-436-2614 FAX: ( ) 562-436-2688  
Contact Person/Title: CHARLIE ROTH, SR. PROJECT MANAGER  
Email Address: CROTH@PATRIOTENVIRONMENTAL.COM

### SUBCONSULTANT:

Business Name: WARREN DIVING Award Percentage: \$ TBD  
Services to be provided: DIVING SERVICES  
Owner's Ethnicity: CAUCASIAN Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ 1 MIL  
Address: 2660 S. DOLPHIN AVE.  
City/State/Zip: SAN PEDRO, CA 90731  
County: LOS ANGELES COUNTY  
Telephone: ( ) 310-548-9069 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: RON WARREN  
Email Address: WARRENDIVING@GMAIL.COM

### SUBCONSULTANT:

Business Name: O.C VACUUM INC. Award Percentage: \$ TBD  
Services to be provided: EMERGENCY RESPONSE AND HAZARDOUS WASTE MANAGEMENT  
Owner's Ethnicity: HISPANIC Gender FEMALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: 562111 Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 5900 CHERRY AVE.  
City/State/Zip: LONG BEACH, CA 90805  
County: LOS ANGELES COUNTY  
Telephone: ( ) 562-984-8178 FAX: ( ) 562-984-7559  
Contact Person/Title: JOEL LOPEZ / PROJECT MANAGER, OSCAR J CARRASCO VICE PRESIDENT  
Email address: JOE@OC-VAC.COM / JR@OC-VAC.COM

## Consultant Description Form

### SUBCONSULTANT:

Business Name: THE SOURCE GROUP, INC/ A DIVISION OF APEX COMPANIES Award Percentage: \$ TBD  
Services to be provided: ENVIRONMENTAL ENGINEERING CONSULTING AND COMPLIANCE  
Owner's Ethnicity: N/A Gender N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO X (Check only one)  
Primary NAICS Code: 541620 Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 1962 FREEMAN AVE.  
City/State/Zip: SIGNAL HILL, CA 90755  
County: LOS ANGELES COUNTY  
Telephone: ( ) 562-597-1055 FAX: ( ) 562-597-1070  
Contact Person/Title: NEIL IRISH, P.G., PRINCIPAL GEOLOGIST  
Email Address: NEIL.IRISH@APEXCOS.COM

### SUBCONSULTANT:

Business Name: THE SANDBERG GROUP, INC. Award Percentage: \$ TBD  
Services to be provided: ENVIRONMENTAL CONSULTING  
Owner's Ethnicity: \_\_\_\_\_ Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: 541620 Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: 14565 VALLEY VIEW AVENUE, STE Z  
City/State/Zip: SANTA FE SPRINGS, CA 90670  
County: LOS ANGELES COUNTY  
Telephone: ( ) 562-404-1113 FAX: ( ) 888-356-1250  
Contact Person/Title: DALE SCHNEEBERGER / VICE PRESIDENT ENVIRONMENTAL SERVICES  
Email Address: DALES@SANBERG.COM

### SUBCONSULTANT:

Business Name: SEMPER PARATUS INDUSTRIAL SERVICES Award Percentage: \$ TBD  
Services to be provided: INDUSTRIAL SERVICES  
Owner's Ethnicity: N/A Gender MALE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: P.O BOX 1091  
City/State/Zip: LONG BEACH, CA 90801  
County: LOS ANGELES COUNTY  
Telephone: ( ) 707-365-0150 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: MARK WARN  
Email address: MARKWARN@SEMPERINDUSTRIAL.COM

## Consultant Description Form

### PRIME CONSULTANT:

Contract Title: EMERGENCY RESPONSE AND HAZARDOUS WASTE MGMT. SERVICE AGREEMENT

Business Name: PATRIOT ENVIRONMENTAL SERVICES INC. Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: CORP. Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE **OBE** (Circle all that apply)

Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: 562111 Average Three Year Gross Revenue: \$ 35MM

Address: 508 EAST E STREET UNIT A

City/State/Zip: WILMINGTON, CA 90744

County: LOS ANGELES

Telephone: ( ) 562-436-2614 FAX: ( ) 562-436-2688

Contact Person/Title: CHARLIE ROTH, SR. PROJECT MANAGER

Email Address: CROTH@PATRIOTENVIRONMENTAL.COM

### SUBCONSULTANT:

Business Name: VIKING DEMOLITION CONTRACTORS Award Percentage: \$ \_\_\_\_\_

Services to be provided: ACM REMOVAL / DEMO

Owner's Ethnicity: CORP Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE **OBE** (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: 249 N. BRAND BLVD. SUTE 532

City/State/Zip: GLENDALE, CA 91203

County: LOS ANGELES

Telephone: ( ) 818-500-9447 FAX: ( ) 818-500-9630

Contact Person/Title: TODD TREDIAL

Email Address: TTREDICK12@GMAIL.COM

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ Award Percentage: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

## EXHIBIT H

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance 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.

(4) Failure to comply with the Equal Benefits Ordinance 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.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision 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.