

AGREEMENT NO.
BETWEEN THE CITY OF LOS ANGELES
AND
OCEAN BLUE 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 OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 925 West Esther Street, Long Beach, CA 90813. ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services for 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, Consultant services will assure compliance with state and federal hazardous waste and health and safety regulations; and

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 ("Director") shall issue a written document in the form attached hereto as Exhibit "B" that has been signed by the Deputy Executive Director of Marketing & Customer Relations for the City's Harbor Department and

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; authorized compensation for such 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 Director's receipt of the Directive signed by Consultant, Director shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by Director and 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, Justin Lee ("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.

2.13 Consultant and all its personnel working on-site in the Harbor District will be required to watch a training video and submit a sign-in sheet. Exhibit "J."

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 after the expiration of the fifth Council meeting day after approval of this Agreement by Board, or the date of Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed one year, 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. One year has 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). 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 "D." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D" 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 "D." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D" 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 "D."

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 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 5.5. 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 three (3) copies of each such invoice for payment in the format that contains the information specified in Exhibit "E." and that includes 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)

5.5 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.

5.6 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 "F." 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.

5.7 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 <https://finance.lacity.org/how-register-btrc>.

9. 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.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

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) 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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(b) Automobile Liability Insurance

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) 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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(c) 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 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.

(d) Professional Liability Insurance

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), 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 the completed term of this Agreement.

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

(e) 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 Dollars (\$1,000,000) 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 name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(f) 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) 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.

Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds.

10.2 Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against

whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) 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 **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) 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.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

Executive Director, at his or her sole reasonable 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.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the

requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate 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 shall be deducted from the next payment due Consultant.

10.4 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 its 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.

10.5 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.

11. Personal Services Agreement.

11.1 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.

11.2 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.

12. 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.

13. 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 "G."

14. 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 "H."

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, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

15. 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.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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").

21. 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.

22. 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.

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

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 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.

24. 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.

25. 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 "I."

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Jurisdiction.

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

35. 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.**

36. 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.

37. 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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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

Date: _____

By: _____
EUGENE D. SEROKA
Executive Director


Attest: _____
Secretary

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

Date: 07-19-2022

By:  _____
Name: JUSTIN LEE


Title: PRESIDENT

Attest:  _____
Name: MOONHO LEE

Title: CFO

APPROVED AS TO FORM AND LEGALITY

7.28, 2022
MICHAEL N. FEUER, City Attorney
Steven Y. Otera, General Counsel

By  _____
MINAH PARK, Deputy

Agreement with Ocean Blue Environmental Services, Inc. for Emergency Response and
Hazardous Waste Management Services

| | | | |
|--------------------------------------|-------------------|---|--------|
| Account# | 54260 | W.O. # | Varies |
| Ctr/Div# | 0330 | Job Fac.# | Varies |
| Proj/Prog# | 000 | | |
| | Budget FY: | Amount: | |
| | 22/23 | \$1,000,000 | |
| | 23/24 | \$1,000,000 | |
| | TOTAL | \$2,000,000 | |
| For Acct/Budget Div. Use Only | | | |
| Verified by: | Flora Khaw | <small>Digitally signed by Flora Khaw Date: 2022.07.21 09:25:18 -0700</small> | |
| Verified Funds Available: | <i>Flora</i> | <small>Digitally signed by Frank Liu Date: 2022.07.21 18:26:04 -0700</small> | |
| Date Approved: | 7/21/2022 | | |

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, State, and Federal agencies, including the United States Coast Guard (USCG), Department of Fish & Wildlife, 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.

EXHIBIT A

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 Agreement, 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;

EXHIBIT A

- 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:

- TWIC/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 Environmental Management System (EMS), 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

EXHIBIT A

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.

EXHIBIT A

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.

Exhibit B

Sample Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _____, after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

| <u>Task Services</u> | <u>Authorized Amount</u> |
|----------------------|--------------------------|
|----------------------|--------------------------|

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within ___ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Directive No. ____.

Consultant acknowledges that the terms and conditions of Agreement No. ___ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. ____.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

Michael DiBernardo
Deputy Executive Director
Date:

Exhibit C
Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed - Directive No. ____
Project Name

This is to notify and direct you to commence performance of the subject Directive.
Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732-_____.

Very truly yours,

Director, Environmental Management Division

Enclosure: Directive No. ____



**SPECIAL RATES FOR PORT OF LOS ANGELES
EFFECTIVE MARCH 2022**

DEFINITIONS

- Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM
- Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays
- Premium Time: Sundays & Following Holidays,
All Premium Time will be billed at reduced Overtime Rate

HOLIDAYS OBSERVED

- | | |
|------------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr.'s Birthday | Presidents Day |
| Veterans Day | Memorial Day |
| Fourth of July | Thanksgiving Day |
| Day after Thanksgiving | December 24th |
| Christmas Day | |

MINIMUM AND OTHER CHARGES

No minimum charges for any call outs.

DISPOSAL FEES, SUBCONTRACTOR AND OUTSIDE COSTS

Disposal Fees, Subcontractors and any outside costs not listed will be billed at cost plus nine percent (9%) handling charge.

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

1. HAZARDOUS WASTE-TRAINED PERSONNEL

| | <u>CLASSIFICATION</u> | <u>HOURLY RATE</u> | | |
|------|--------------------------------|----------------------|------------------|---------------------|
| | | <u>STRAIGHT TIME</u> | <u>OVER-TIME</u> | <u>PREMIUM TIME</u> |
| 0001 | PROJECT MANAGER | 100.72 | 127.57 | 127.57 |
| 0002 | HEALTH & SAFETY MANAGER | 100.72 | 127.57 | 127.57 |
| 0003 | SUPERVISOR | 94.00 | 120.86 | 120.86 |
| 0004 | CHEMIST / INDUSTRIAL HYGIENIST | 94.00 | 120.86 | 120.86 |
| 0005 | LEAD TECHNICIAN | 67.14 | 94.00 | 94.00 |
| 0006 | EQUIPMENT OPERATOR | 67.14 | 94.00 | 94.00 |
| 0007 | TECHNICIAN 1 | 65.00 | 85.67 | 85.67 |
| 0008 | TECHNICIAN 2 (ILWU) | 91.56 | 137.34 | 137.34 |

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

| | | <u>HOURLY RATE</u> |
|------|--|--------------------|
| 0009 | UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS | 53.72 |
| 0010 | GEAR TRUCK W/LIFTGATE | 53.72 |
| 0011 | EMERGENCY RESPONSE UNIT | 127.57 |
| 0012 | CREW VAN | 26.86 |
| 0013 | DUMP TRAILER 10,000 GVW | 53.72 |
| | | <u>DAILY RATE</u> |
| 0014 | BACKHOE/EXTENDHOE "4X4" 310 | 570.72 |
| 0015 | FORKLIFT 5,000LB WITH TRAILER | 268.58 |
| 0016 | FRONT END LOADER 4 CUBIC YD BUCKET | 973.59 |
| 0017 | EXCAVATOR JD 220 | 973.59 |
| 0018 | HEAVY EQUIPMENT TRAILER 25' | 335.72 |
| 0019 | 4X4 ATV HONDA 400cc | 268.58 |
| 0020 | HEAVY EQUIPMENT MOBILIZATION ONE WAY | 335.72 |

3. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES WITH DRIVERS/OPERATOR

| | | <u>HOURLY RATE</u> |
|------|---|--------------------|
| 0021 | VACUUM TRAILER - 20 BBL | 73.90 |
| 0022 | HYDRO EXCAVATOR 1000 CFM* - S/T | 120.86 |
| 0023 | HYDRO EXCAVATOR 1000 CFM* - O/T | 177.26 |
| 0024 | HYDRO EXCAVATOR 1000 CFM* - P/T | 177.26 |
| 0025 | WATER TRUCK - 2500 GALLON * S/T | 120.86 |
| 0026 | WATER TRUCK - 2500 GALLON * O/T | 177.26 |
| 0027 | WATER TRUCK - 2500 GALLON * P/T | 177.26 |
| 0028 | VACUUM TRUCK - 70 BBL W/ ROPER PUMP* S/T | 120.86 |
| 0029 | VACUUM TRUCK - 70 BBL W/ ROPER PUMP* O/T | 177.26 |
| 0030 | VACUUM TRUCK - 70 BBL W/ ROPER PUMP* P/T | 177.26 |
| 0031 | VACUUM TRUCK - 120 BBL* S/T | 140.33 |
| 0032 | VACUUM TRUCK - 120 BBL* O/T | 184.65 |
| 0033 | VACUUM TRUCK - 120 BBL* P/T | 184.65 |
| 0034 | VACUUM TRUCK - 120 BBL STAINLESS STEEL* S/T | 155.11 |
| 0035 | VACUUM TRUCK - 120 BBL STAINLESS STEEL* O/T | 199.42 |
| 0036 | VACUUM TRUCK - 120 BBL STAINLESS STEEL* P/T | 199.42 |
| 0037 | ROLL-OFF TRUCK* S/T | 132.95 |
| 0038 | ROLL-OFF TRUCK* O/T | 177.26 |
| 0039 | ROLL-OFF TRUCK* P/T | 177.26 |
| 0040 | TRASH TRUCK* S/T | 132.95 |
| 0041 | TRASH TRUCK* O/T | 177.26 |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

| | | |
|------|---------------------------------|--------|
| 0042 | TRASH TRUCK* P/T | 177.26 |
| 0043 | ROLL-OFF TRUCK AND TRAILER* S/T | 155.11 |
| 0044 | ROLL-OFF TRUCK AND TRAILER* O/T | 199.42 |
| 0045 | ROLL-OFF TRUCK AND TRAILER* P/T | 199.42 |
| 0046 | END DUMP TRUCK - 24 TON* S/T | 155.11 |
| 0047 | END DUMP TRUCK - 24 TON* O/T | 199.42 |
| 0048 | END DUMP TRUCK - 24 TON* P/T | 199.42 |
| 0049 | 40' BOX VAN W/ TRACTOR* S/T | 140.33 |
| 0050 | 40' BOX VAN W/ TRACTOR* O/T | 184.65 |
| 0051 | 40' BOX VAN W/ TRACTOR* P/T | 184.65 |
| 0052 | 40' FLATBED W/ TRACTOR* S/T | 140.33 |
| 0053 | 40' FLATBED W/ TRACTOR* O/T | 184.65 |
| 0054 | 40' FLATBED W/ TRACTOR* P/T | 184.65 |
| 0055 | JETTER / SUPERSUCKER COMBO* S/T | 192.04 |
| 0056 | JETTER / SUPERSUCKER COMBO* O/T | 221.58 |
| 0057 | JETTER / SUPERSUCKER COMBO* P/T | 221.58 |
| 0058 | OMNI VAC* S/T | 335.72 |
| 0059 | OMNI VAC* O/T | 376.01 |
| 0060 | OMNI VAC* P/T | 376.01 |
| 0061 | HYDRO EXCAVATOR 52000 CFM* S/T | 335.72 |
| 0062 | HYDRO EXCAVATOR 52000 CFM* O/T | 376.01 |
| 0063 | HYDRO EXCAVATOR 52000 CFM* P/T | 376.01 |

" * " DENOTES WITH OPERATOR.

4. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

| | | | |
|------|--|--------|-------|
| 0064 | SELF-CONTAINED BREATHING APPARATUS (30 MIN.) | 114.14 | DAILY |
| 0065 | 6-PACK BREATHING AIR BOTTLES | 268.58 | DAILY |
| 0066 | 5-MINUTE EGRESS AIR BOTTLE | 20.14 | DAILY |
| 0067 | TRIPOD W/DOUBLE WINCHES | 255.15 | DAILY |
| 0068 | FULL BODY HARNESS W/SHOCK ABSORBER | 20.14 | DAILY |
| 0069 | COPPUS BLOWER | 127.57 | DAILY |
| 0070 | 4-GAS AIR MONITOR | 167.86 | DAILY |
| 0071 | PERSONAL 4-GAS METER | 167.86 | DAILY |
| 0072 | OVA MONITOR | 268.58 | DAILY |
| 0073 | MERCURY VAPOR ANALYZER | 570.72 | DAILY |

5. TRAFFIC CONTROL

| | | | |
|------|--|-----------|-------|
| 0074 | DELINEATOR/REFLECTIVE, EACH | NO CHARGE | DAILY |
| 0075 | TRAFFIC CONE/REFLECTIVE, EACH | NO CHARGE | DAILY |
| 0076 | ARROW BOARD | 201.43 | DAILY |
| 0077 | PERSONNEL SAFETY VEST / REFLECTIVE | NO CHARGE | |
| 0078 | TRAFFIC CONTROL SIGNS 48"X48" / REFLECTIVE | NO CHARGE | |

6. CLEANING EQUIPMENT (INCLUDING HOSES)

| | | | |
|------|--------------------------------|--------|--------|
| 0079 | STEAM MACHINE 1,000 PSI 22 GPM | 60.43 | HOURLY |
| 0080 | STEAM MACHINE 3,500 PSI 6 GPM | 60.43 | HOURLY |
| 0081 | HYDROBLASTER | 60.43 | HOURLY |
| 0082 | AIR COMPRESSOR | 47.00 | HOURLY |
| 0083 | DIAPHRAGM PUMP | 100.72 | DAILY |
| 0084 | TRASH PUMP 3" | 201.43 | DAILY |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

| | | | |
|------|--|--------|-------|
| 0085 | TRASH PUMP 4" TRAILER MOUNTED | 376.01 | DAILY |
| 0086 | TRASH PUMP 6" TRAILER MOUNTED | 483.44 | DAILY |
| 0087 | PORTABLE DECON STATION - 3 SHOWER STALLS | 402.86 | DAILY |
| 0088 | DECON PAD 10'X50'X10" | 201.43 | DAILY |
| 0089 | ELECTRIC 12 VOLT DIESEL TRANSFER PUMP | 77.89 | DAILY |

7. PORTABLE STORAGE UNITS

| | | | |
|------|---------------------------------------|--------|---------|
| 0090 | 500-BBL VAPOR TIGHT EZ CLEAN TANK | 87.29 | DAILY |
| 0091 | SECONDARY CONTAINMENT ON 500-BBL TANK | 47.00 | DAILY |
| 0092 | 550-BBL MOBILIZATION | 470.01 | ONE WAY |
| 0093 | 20 YARD OPEN/CLOSED TOP | 20.14 | DAILY |
| 0094 | 40 YARD OPEN/CLOSED TOP | 22.82 | DAILY |
| 0095 | VACUUM BIN - 20 YD | 134.29 | DAILY |
| 0096 | DE-WATERING BIN - 20YD | 134.29 | DAILY |
| 0097 | DE-WATERING BIN FILTER | 100.72 | EACH |
| 0098 | BIN LINER | 67.14 | EACH |

8. OIL SPILL EQUIPMENT

| | | | |
|------|--|-----------|------------|
| 0099 | RAPID BOOM DEPLOYMENT SYSTEM | 201.43 | DAILY |
| 0100 | BOOM TRAILER (STANDBY) W/1600' OF 8" x 18" | 134.29 | DAILY |
| 0101 | BOOM TRAILER (STANDBY) W/1600' OF 8" x 18" | 2,014.32 | MONTHLY |
| 0102 | BOOM 8" x 18" (DEPLOYED) | 2.02 | PER FT/DAY |
| 0103 | GROUND TACKLE FOR BOOM 25 LB ANCHOR / BUOY SET | 67.14 | EA/DAY |
| 0104 | SPILL CONTROL BOAT - 14' W/40HP OUTBOARD | 67.14 | HOURLY |
| 0105 | TOW/SPILL CONTROL BOAT 19' W/90HP | 114.14 | HOURLY |
| 0106 | TOW/SPILL CONTROL BOAT 22' W/2000HP | 127.57 | HOURLY |
| 0107 | 22' X 8' SELF POWERED BARGE | 120.86 | HOURLY |
| 0108 | 12' PUNT WITH 5 HP OUTBOARD | 30.89 | HOURLY |
| 0109 | 12' PUNT | 17.46 | HOURLY |
| 0110 | PUNT TRAILER | NO CHARGE | |
| 0111 | 45' BOX VAN EQUIPMENT FOR EMERG. RESPONSE | 288.72 | DAILY |
| 0112 | ROPE MOP SKIMMER | 71.18 | HOURLY |
| 0113 | DRUM SKIMMER TDS-136 W/ POWER PACK | 107.43 | HOURLY |
| 0114 | SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM | 100.72 | DAILY |
| 0115 | INFLATABLE PLUGS 6" TO 12" | 87.29 | DAILY |
| 0116 | INFLATABLE PLUGS 12" TO 24" | 134.29 | DAILY |

9. TOOLS AND OTHER EQUIPMENT

| | | | |
|------|------------------------------|-----------|----------|
| 0117 | BETTS VALVUE | 201.43 | DAILY |
| 0118 | BROOMS | NO CHARGE | |
| 0119 | BROOMS HAZ-MAT | NO CHARGE | |
| 0120 | CELLULAR PHONE (CALLS INCL.) | NO CHARGE | |
| 0121 | CHEST WADERS | 26.86 | DAILY |
| 0122 | CUTTING TORCH | 201.43 | DAILY |
| 0123 | DRUM VACUUM - 55 GALLON | 107.43 | DAILY |
| 0124 | EXPLOSION-PROOF FLASH LIGHT | NO CHARGE | |
| 0125 | EYEWASH STATION | NO CHARGE | |
| 0126 | FLASHLIGHT | NO CHARGE | |
| 0127 | HAZ-CAT KIT | 33.57 | PER TEST |
| 0128 | HEAVY DUTY JETTER NOZZLE | 305.20 | DAILY |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

| | | | |
|------|--|-----------|-------|
| 0129 | HEDGE TRIMMERS | NO CHARGE | |
| 0130 | HEPA VACUUM (DRY) | 188.00 | DAILY |
| 0131 | HIP WADERS | NO CHARGE | |
| 0132 | HUDSON SPRAYER | NO CHARGE | |
| 0133 | GAS POWERED AGITATOR W/EXT. & BLADES | 305.20 | DAILY |
| 0134 | GENERATOR 5 KW (SMALL PORTABLE) | 100.72 | DAILY |
| 0135 | LIFE JACKETS | NO CHARGE | |
| 0136 | LIGHT STAND | 33.57 | DAY |
| 0137 | LIGHT TOWER (4 BULB) | 255.15 | DAILY |
| 0138 | MACHETES | NO CHARGE | |
| 0139 | MERCURY VACUUM | 214.86 | DAILY |
| 0140 | NEG AIR MACHINE 2000 CFM | 214.86 | DAILY |
| 0141 | PALLET JACK | NO CHARGE | DAILY |
| 0142 | REPLACEMENT HEPA FILTERS FOR NEG AIR | 268.58 | EACH |
| 0143 | 12" FLEXABLE INLET/EXHAUST DUCTING | 33.57 | DAILY |
| 0144 | 12" DISPOSABLE EXHAUST DUCTING | 214.86 | ROLL |
| 0145 | PER DIEM ALLOWANCE ON TRAVEL | NO CHARGE | EACH |
| 0146 | POGO PUMP | 33.57 | EACH |
| 0147 | PORTABLE RESTROOM | 67.14 | DAILY |
| 0148 | PORTABLE RESTROOM W/WASH AND TRAFFIC CONTROL | 268.58 | DAILY |
| 0149 | PROFILING FEE (PER WASTE STREAM) | NO CHARGE | |
| 0150 | INTRINSICALLY SAFE RADIO 2-WAY | 40.29 | DAILY |
| 0151 | RAKES | NO CHARGE | |
| 0152 | RIVET BUSTER | 201.43 | DAILY |
| 0153 | RIVET BUSTER BIT SET | 53.72 | EACH |
| 0154 | SAWZALL | 87.29 | DAILY |
| 0155 | SHOVELS | NO CHARGE | |
| 0156 | SHOVELS/HAZ-MAT | NO CHARGE | |
| 0157 | SQUEEGEES | NO CHARGE | |
| 0158 | VENTILATION FAN | 87.29 | DAILY |
| 0159 | VAPOR TIGHT DROP LIGHTS | 16.11 | DAILY |
| 0160 | WATER TANK TRAILER W/PUMP | 476.72 | DAILY |

10. MATERIALS

| | | | |
|------|--------------------------------------|-----------|----------|
| 0161 | 5-GAL DOT DRUM, POLY | 29.54 | EACH |
| 0162 | 10-GAL DOT DRUM, STEEL | 29.54 | EACH |
| 0163 | 15-GAL DOT DRUM, STEEL | 29.54 | EACH |
| 0164 | 15-GAL DOT DRUM, POLY | 29.54 | EACH |
| 0165 | 20-GAL DOT DRUM, STEEL | 29.54 | EACH |
| 0166 | 30-GAL DOT DRUM, STEEL | 29.54 | EACH |
| 0167 | 30-GAL DOT DRUM, POLY | 29.54 | EACH |
| 0168 | 55-GAL DOT DRUM, STEEL | 67.14 | EACH |
| 0169 | 55-GAL DOT DRUM, POLY | 67.14 | EACH |
| 0170 | 85-GAL DRUM, OVERPAK | 248.43 | EACH |
| 0171 | ACID SPILFYTER NEUTRALIZER ER GALLON | 104.86 | EACH |
| 0172 | BASE SPILFYTER NEUTRALIZER ER GALLON | 104.86 | EACH |
| 0173 | BLEACH | 6.00 | GALLONS |
| 0174 | BOOT COVER | NO CHARGE | |
| 0175 | CAUTION / BARRICADE TAPE | 33.57 | PER ROLL |
| 0176 | DIESEL FUEL (FOR EQUIPMENT) | 6.04 | GALLONS |
| 0177 | DRINKING WATER - 24 BOTTLE CASE | NO CHARGE | |
| 0178 | DRUM LABEL | NO CHARGE | |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

| | | | |
|------|--------------------------------------|-----------|----------|
| 0179 | DUCT TAPE | 9.40 | PER ROLL |
| 0180 | EAR MUFFS | NO CHARGE | |
| 0181 | EAR PLUGS 200/BOX | NO CHARGE | |
| 0182 | FACE SHIELD | NO CHARGE | |
| 0183 | HAND CLEANER | NO CHARGE | |
| 0184 | HARD HATS | NO CHARGE | |
| 0185 | MANIFEST FORMS | NO CHARGE | |
| 0186 | OIL SORBENT POM POMS | 120.86 | BALE |
| 0187 | PLASTIC BAGS 8 MIL | 107.43 | PER BOX |
| 0188 | PLASTIC SHEETING 8 MIL | 107.43 | PER BOX |
| 0189 | RAGS - 50 POUND BOX | 73.86 | PER BOX |
| 0190 | ROPE 1/2 POLY 100' | 30.52 | PER FOOT |
| 0191 | SAMPLE JARS - 1QT | 5.37 | EACH |
| 0192 | SAND BAGS | 5.37 | EACH |
| 0193 | SIMPLE GREEN | 17.88 | GALLONS |
| 0194 | SODA ASH | 8.28 | GALLONS |
| 0195 | SORBENT BOOM 8" x 10" | 64.46 | EACH |
| 0196 | SORBENT PADS 18"x18"x1/2" (100/BALE) | 123.54 | BALE |
| 0197 | SUPERFINE (33 LBS) | 25.52 | PER BAG |
| 0198 | TRIWALL BOXES | 188.00 | EACH |
| 0199 | VACTOR FLEX HOSE 4" DISPOSABLE | 2.44 | FOOT |
| 0200 | VACTOR FLEX HOSE 6" DISPOSABLE | 3.66 | FOOT |

11. PERSONAL PROTECTIVE EQUIPMENT (PPE)

| | | | |
|------|--|--------|---------|
| 0201 | LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA | 201.43 | PER SET |
| 0202 | LEVEL "B" - POLYTYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS-TIGHT, W/SCBA | 127.57 | PER SET |
| 0203 | LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR | 60.43 | PER SET |
| 0204 | LEVEL "D" - TYVEK, POLYTYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES | 33.57 | PER SET |

Haz and Non-Haz Waste Disposal Fee

A. BULK DISPOSAL PRICING

Liquids

| | | <u>Minimum Bulk Charge</u> |
|------|-------------------------------------|----------------------------|
| 0205 | Non-Hazardous Liquids | 0.78 GALLONS 715.00 |
| 0206 | Suspended Solid Surcharge | 2.28 GALLONS |
| 0207 | Non-RCRA Haz Waste Liquid | 1.43 GALLONS 715.00 |
| 0208 | Suspended Solid Surcharge | 2.93 GALLONS |
| 0209 | Washout Fee | 715.00 EACH |
| 0210 | Chemical Cleaning of Vacuum Trailer | 845.00 EACH |
| 0211 | Certified Scale Weight of a Truck | 32.50 EACH |

Solids

| | | <u>Minimum Bulk Load Charge Per Bin</u> |
|------|---------------------------------------|---|
| 0212 | Treated Wood Waste | 175.50 TONS 650.00 |
| 0213 | Asbestos containing debris | 260.00 TONS 650.00 |
| 0214 | Friable Asbestos | 260.00 TONS 650.00 |
| 0215 | Waste Tires | 350.00 TONS 650.00 |
| 0216 | Empty containers less than 55 gallons | 227.50 TONS 650.00 |
| 0217 | Non-Hazardous Waste debris | 227.50 TONS 1,105.00 |
| 0218 | Non-Haz Soil | 117.00 TONS 1,105.00 |
| 0219 | Non-Haz Soil Thermal treated | 117.00 TONS 1,105.00 |
| 0220 | Non-RCRA Soil Landfill | 227.50 TONS 1,105.00 |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

B. DRUM DISPOSAL PRICING

| | <u>Triwall</u> | <u>55 gallon</u> | <u>30 gallon</u> | <u>15 gallon</u> | <u>5 gallon</u> |
|---|----------------|-------------------------------------|------------------|------------------|-----------------|
| 0221 Non-Haz Water | | 183.54 | 170.66 | 130.41 | 104.65 |
| 0222 Non-Haz Solid | | 209.30 | 194.81 | 170.66 | 119.14 |
| 0223 Non-Haz Sludge | | 262.43 | 251.16 | 209.30 | 183.54 |
| 0224 Non-RCRA sludge | | 442.75 | 378.35 | 301.07 | 235.06 |
| 0225 Non-RCRA Oily water | | 235.06 | 209.30 | 183.54 | 157.78 |
| 0226 Non-RCRA Liquids (hard to treat) | | 481.39 | 416.99 | 341.32 | 209.30 |
| 0227 Non-RCRA Solids >250 lbs | 887.11 | 262.43 | 251.16 | 183.55 | 157.78 |
| 0228 Non-RCRA Solids <250 lbs | 832.37 | 235.06 | 209.30 | 183.55 | 157.78 |
| 0229 Non-RCRA grease | | 470.12 | 416.99 | 301.07 | 235.06 |
| 0230 RCRA liquids | | 728.00 | 582.40 | 372.73 | 298.18 |
| 0231 RCRA Solids (stabilization landfill) | 1355.62 | 481.39 | 434.70 | 367.08 | 235.06 |
| 0232 Oil Filters | | | | | |
| 0233 Waste Oil Non-chlorinated | | 235.06 | 209.30 | 183.54 | 157.78 |
| 0234 Waste Oil with <50 ppm PCB | | 470.12 | 442.75 | 325.22 | 251.16 |
| 0235 Waste Oil with >50 ppm PCB | | 8.50 per pound with 4000.00 minimum | | | |
| 0236 Waste Antifreeze | | 442.75 | 391.23 | 312.34 | 227.01 |
| 0237 Waste Latex paint | | 470.12 | 404.11 | 272.09 | 183.54 |
| 0238 Waste gas and water (D001) | | 391.23 | 352.59 | 335.22 | 209.30 |
| 0239 Waste Flammable Liquid | | 930.58 | 799.56 | 623.07 | 404.11 |
| 0240 Waste Corrosive Liquids (no metals) acidic | | 848.47 | 730.94 | 576.38 | 367.08 |
| 0241 Waste Corrosive Liquids (no metals) Caustic | | 848.47 | 730.94 | 576.38 | 367.08 |
| 0242 Lead Base Paint Chips | | 682.50 | 546.00 | 349.44 | 279.55 |
| 0243 Waste Asbestos NON Friable | | 318.50 | 254.80 | 163.07 | 130.45 |
| 0244 Waste Asbestos Friable | | 409.50 | 327.60 | 209.66 | 167.73 |
| 0245 Ballasts with PCB | | 3.50 per pound with \$650 minimum | | | |
| 0246 Ballasts with without PCB | | 682.50 | 546.00 | 349.44 | 279.55 |

Note: all the over pack of 55 gallons drums into 85 gallon drums will be charged \$227.50 Surcharge.

Incinerables excluding D003 and Rx

| | | <u>minimum charge</u> |
|---------------------------------|------------|-----------------------|
| 0247 Flammable sludges/Solids | 4.23 LBS | 929.50 |
| 0248 Oxidizers Solids / Liquids | 7.94 LBS | 1,690.00 |
| 0249 Waste Aerosols | 6.34 LBS | 777.40 |
| 0250 Elemental Mercury | 76.05 LBS | 2,028.00 |
| 0251 Mercury related | 16.06 LBS | 1,352.00 |
| 0252 Empty metal drums | 50.00 DRUM | |
| 0253 Empty poly drums | 85.00 DRUM | |

Lab Packs

| | <u>Triwall</u> | <u>55 gallon</u> | <u>30 gallon</u> | <u>15 gallon</u> | <u>5 gallon</u> |
|--|----------------|------------------|------------------|------------------|-----------------|
| 0254 Non-RCRA Liquids | 1,304.10 | 481.39 | 428.26 | 352.59 | 235.06 |
| 0255 Non-RCRA Solids | 1,304.10 | 481.39 | 428.26 | 352.59 | 235.06 |
| 0256 Flammable Liquids (d003) | 1,447.39 | 703.57 | 639.17 | 421.82 | 235.06 |
| 0257 Flammable Solids (4.1) | 3,096.03 | 1,197.84 | 974.05 | 676.20 | 341.32 |
| 0258 Hazardous Waste Liquids (9) | 2,534.14 | 848.47 | 756.70 | 470.12 | 301.07 |
| 0259 Hazardous Waste Solids (9) | 2,534.14 | 848.47 | 756.70 | 470.12 | 301.07 |
| 0260 Oxidizing minimum price drum pricing | | 3,806.40 | 3366.51 | 1,824.13 | 624.68 |
| 0261 Corrosive Liquids/Solids (8) | 2,160.62 | 810.90 | 730.94 | 470.12 | 301.07 |
| 0262 Toxic Liquids (organic / inorganic 6.1) | 2,358.31 | 1,197.84 | 970.05 | 676.20 | 442.75 |
| 0263 toxic Solids (organic / inorganic 6.1) | 1,691.65 | 1,197.84 | 869.05 | 672.20 | 442.75 |
| 0264 Flammable/toxic Liquids (3,6.1) | 1,691.65 | 1,197.84 | 869.05 | 672.20 | 442.75 |
| 0265 Flammable/toxic Solids (4.1,6.1) | 1,691.65 | 1,197.84 | 869.05 | 672.20 | 442.75 |
| 0266 Flammable/ corrosive Liquid/Solids | 1,691.65 | 1,197.84 | 869.05 | 672.20 | 442.75 |

EXHIBIT D

FOR PORT OF LOS ANGELES ONLY

Bio hazardous, blood borne pathogen, medical waste, sharps

| | | | |
|------|-----------------------------------|--------|---------------|
| 0267 | BIO HAZARDOUS WASTE STERILIZATION | 117.00 | 55 GALLON TUB |
| 0268 | BIO HAZARDOUS WASTE STERILIZATION | 65.00 | 30 GALLON TUB |
| 0269 | BIO HAZARDOUS WASTE STERILIZATION | 60.00 | 16 GALLON TUB |
| 0270 | BIO HAZARDOUS WASTE STERILIZATION | 50.00 | 5 GALLON TUB |

UNIVERSAL WASTE

| | | <u>55 gallon</u> | <u>30 gallon</u> | <u>15 gallon</u> | <u>5 gallon</u> |
|------|--|------------------|------------------|------------------|-----------------|
| 0271 | BATTERIES - ALKALINE | 905.00 | 558.00 | 345.00 | 175.00 |
| 0272 | BATTERIES - LETHIUM | 905.00 | 558.00 | 345.00 | 175.00 |
| 0273 | BATTERIES - NICAD | 905.00 | 558.00 | 345.00 | 175.00 |
| 0274 | FLOURESCENT BULBS - LOOSE PACK | 500.00 | 300.00 | 200.00 | 100.00 |
| 0275 | FLOURESCENT BULBS - CRUSHED / BROKEN | 500.00 | 400.00 | 300.00 | 250.00 |
| 0276 | LIGHT BULBS - HIGH PRESSURE SODIUM | 300.00 | 200.00 | 100.00 | 35.00 |
| 0277 | FLOURESCENT TUBES 1'-4' - PER TUBE | 1.75 | EACH | | |
| 0278 | FLOURESCENT TUBES 6'-8' - PER TUBE | 2.75 | EACH | | |
| 0279 | FLOURESCENT TUBES CFL - PER TUBE | 3.75 | EACH | | |
| 0280 | FLOURESCENT BULBS - U - SHARE - PER BULB | 3.15 | EACH | | |
| 0281 | FLOURESCENT BULBS - CIRCULAR - PER BULB | 3.15 | EACH | | |
| 0282 | LIGHT BULBS - INDUCTION - PER BULB | 3.85 | EACH | | |
| 0283 | LIGHT BULBS - LOW PRESSURE - PER BULB | 9.60 | EACH | | |
| 0284 | LED - LINEAR | 6.00 | EACH | | |
| 0285 | LED - MEDIUM BASE | 3.00 | EACH | | |
| 0286 | LED - SMALL | 0.75 | EACH | | |
| 0287 | E-WASTE | 0.50 | LBS | | |

EXHIBIT D



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

Budget Control Measures

Ocean Blue created preferred special pricing for the Port of Los Angeles and we have negotiated preferred pricing with our subcontractors.

We also maintain running job totals that are reflected on each invoice. Ocean Blue does not charge for jobwalks or answering job-related questions. Additionally Ocean Blue provides—at no charge—detailed project estimates, and we track these costs to ensure we are on budget & schedule. If the scope of work changes, or there is a cost or schedule change, we will notify EMD at once.

We also provide detailed monthly reports tracking the invoice date, job date, job/invoice number, requester, project description/location and disposal facilities. We can provide actual daily costs if requested.

As Project Manager I will coordinate with EMD Project Managers to complete all tasks requested. We have met with your billing staff and fully understand the new policies, procedures and forms to be completed before any work starts. The Notice to Proceeds (NTP) forms, Project Directives and cost estimates will be completed promptly and sent to EMD for approval. For after hour emergency response projects NTP's and cost estimates will be sent within 24 hours of the call out or the following Monday morning. Ocean Blue will work with EMD from start to finish of the project—all updates will be communicated in a professional manner. Should cost over runs occur they will be communicated to the Port as soon as possible and revised NTPs will be completed.

EXHIBIT E
Company Letterhead

Agreement No.:
ADP No.:
BTRC No.:
TIN:

Invoice Number:
Date:
POLA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

| | | | |
|----------------------|-----------------|------------------|------------|
| Authorized PD Budget | Current Invoice | Invoiced To-Date | PD Balance |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| PERSONNEL: | Rate/Hour | Current Hours | Cumulative Hours | Current Total |
|--------------------------|-----------|---------------|------------------|---------------|
| Name & Title | \$0.00 | 0 | 0 | \$0.00 |
| " | \$0.00 | 0 | 0 | \$0.00 |
| " | \$0.00 | 0 | 0 | \$0.00 |
| " | \$0.00 | 0 | 0 | \$0.00 |
| " | \$0.00 | 0 | 0 | \$0.00 |
| " | \$0.00 | 0 | 0 | \$0.00 |
| Total Labor Cost: | | | | \$0.00 |

| SUBCONSULTANT: | Activity | Current Total |
|----------------------------------|----------------|---------------|
| Name of Subconsultant | Work Performed | \$0.00 |
| " | | \$0.00 |
| " | | \$0.00 |
| " | | \$0.00 |
| Total Subconsultant Cost: | | \$0.00 |

| REIMBURSABLE EXPENSES: | Current Total | |
|--|---------------|---------------|
| Mileage, Parking, Car Rentals, Reproduction/Copies, etc. | \$0.00 | |
| " | \$0.00 | |
| " | \$0.00 | |
| " | \$0.00 | |
| " | \$0.00 | |
| Total Other Direct Cost: | | \$0.00 |

| |
|--|
| REMIT PAYMENT TO: Company Name Address City, ST Zip |
|--|

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt # _____ 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: _____
 APPROVED AS TO SCOPE AND
 AMOUNT OF WORK PERFORMED

 POLA PROJECT MANAGER

EXHIBIT F

MONTHLY SUBCONTRACTOR MONITORING REPORT

Blue Cells - Enter \$ Amounts

Please indicate the subconsultant participation levels achieved for the period of: _____

Contract No. _____ Division _____ Contract Administrator _____
 Consultant Name _____ Group _____ Contract Title/Project _____
 Contract Amount _____ Start Date _____ End Date _____

| | | MBE | WBE | OBE | SBE | DBE |
|-------------------------------------|------------------|-------|-------|-------|-------|-------|
| Consultant Amount Committed to-date | Committed Amount | \$ - | \$ - | \$ - | \$ - | \$ - |
| | % | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Consultant Amount Invoiced to-date | Invoiced | \$ - | \$ - | \$ - | \$ - | \$ - |
| | % | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

| | Subconsultant Name | Type of Work Performed | PD# | Group (MBE/WBE/OBE/SBE/DBE) | PROPOSED | | ACTUALS | |
|---------------|--------------------|------------------------|-----|--------------------------------|------------------|-------------------|-------------------------|--------------------------|
| | | | | | Committed Amount | Committed Percent | Amount Invoiced to Date | Percent Invoiced to-date |
| 1 | | | | | | #DIV/0! | | 0.00% |
| 2 | | | | | | #DIV/0! | | 0.00% |
| 3 | | | | | | #DIV/0! | | 0.00% |
| 4 | | | | | | #DIV/0! | | 0.00% |
| 5 | | | | | | #DIV/0! | | 0.00% |
| 6 | | | | | | #DIV/0! | | 0.00% |
| 7 | | | | | | #DIV/0! | | 0.00% |
| 8 | | | | | | #DIV/0! | | 0.00% |
| 9 | | | | | | #DIV/0! | | 0.00% |
| 10 | | | | | | #DIV/0! | | 0.00% |
| 11 | | | | | | #DIV/0! | | 0.00% |
| 12 | | | | | | #DIV/0! | | 0.00% |
| 13 | | | | | | #DIV/0! | | 0.00% |
| 14 | | | | | | #DIV/0! | | 0.00% |
| 15 | | | | | | #DIV/0! | | 0.00% |
| 16 | | | | | | #DIV/0! | | 0.00% |
| 17 | | | | | | #DIV/0! | | 0.00% |
| TOTALS | | | | | \$0.00 | #DIV/0! | \$0.00 | 0.00% |

Group = MBE/WBE/OBE/SBE/DBE
 Committed Amount = Amount authorized by PD's
 Committed Percent = % sub commitment of Prime commitment
 Percent Invoiced to-date = % Invoiced of sub committed amount

EXHIBIT G

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.

EXHIBIT G

AFFIRMATIVE ACTION PROGRAM PROVISIONS

- 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

EXHIBIT G

AFFIRMATIVE ACTION PROGRAM PROVISIONS

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;

EXHIBIT G

AFFIRMATIVE ACTION PROGRAM PROVISIONS

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 H

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The 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 Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

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 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 \$5,000,000 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.

EXHIBIT H

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(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.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within 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; 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 Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

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.

EXHIBIT H
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

Ocean Blue Environmental Services, Inc.

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 \$5,000,000 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.

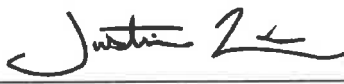
EXHIBIT H

(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: 

Printed Name: Justin Lee

Title: President

Date Signed: 2/24/22

EXHIBIT H
Consultant Description Form

PRIME CONSULTANT:

Contract Title: 201881
Business Name: Harbor Department, Port of Los Angeles LABAVN ID#: 658
Award Total: \$ 65%
Owner's Ethnicity: Hispanic Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES NO _____ (Check only one)
Primary NAICS Code: 562112
Address: 925 West Esther Street
City/State/Zip: Long Beach, CA 90813
County: Los Angeles
Telephone: (562) 624-4120 FAX: (562) 624-4127
Contact Person/Title: Manny Ramirez / Project Manager
Email Address: Mramirez@ocean-blue.com

SUBCONSULTANT:

Business Name: California Asbestos Consultants LABAVN ID#: _____
Award Total: (% or \$): 4.5%
Services to be provided: Lead / Asbestos Inspection
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES NO _____ (Check only one)
Primary NAICS Code: 54162
Address: PO Box 548
City/State/Zip: Manhattan Beach, CA 90267
County: Los Angeles
Telephone: (562) 307-0744 FAX: (n/a) _____
Contact Person/Title: Daniel Beck
Email Address: Danielbeck73@yahoo.com

SUBCONSULTANT:

Business Name: Warren Diving LABAVN ID#: _____
Award Total: (% or \$): 2.5%
Services to be provided: Master Salvage Diver / Vessel Recovery
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES NO _____ (Check only one)
Primary NAICS Code: 561990
Address: 2660 S. Dolphin Ave
City/State/Zip: San Pedro, CA 90713
County: Los Angeles
Telephone: (310) 548-9069 FAX: (310) 221-0518
Contact Person/Title: Ron Warren / Owner
Email address: Warrendiving@gmail.com

EXHIBIT H
Consultant Description Form

SUBCONSULTANT:

Business Name: John Guzman Crane Services LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Crane Services

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 238990

Address: 2463 Gundry Ave

City/State/Zip: Signal Hill, CA 90755

County: Los Angeles

Telephone: (562) 492-6688 FAX: (562) 492-9664

Contact Person/Title: Hector Cota / Sales

Email Address: Hectorguzmancrane@earthlink.net

SUBCONSULTANT:

Business Name: Viking Demolition Contractors LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Demolition Services

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 238910

Address: 249 N. Brand Blvd, Ste 532

City/State/Zip: Glendale, CA 91203

County: Los Angeles

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

Contact Person/Title: Todd Tredick / Owner

Email Address: Ttredick12@gmail.com

SUBCONSULTANT:

Business Name: National Plant Services LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Full service sewer & storm drain cleaning, inspection & maintenance

Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 562998

Address: 1461 Harbor Ave

City/State/Zip: Long Beach, CA 90813

County: Los Angeles

Telephone: (562) 436-7600 FAX: (562) 495-1528

Contact Person/Title: Dennis Keene / President

Email address: Dennis.Keene@nationalplant.com

EXHIBIT H
Consultant Description Form

SUBCONSULTANT:

Business Name: Enviro-Chem Lab LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Lab / General Sample Analysis

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 541380

Address: 1214 East Lexington Ave

City/State/Zip: Pomona, CA 91766

County: Los Angeles

Telephone: (909) 590-5905 FAX: (909) 590-5907

Contact Person/Title: Curtis Desilets / Executive Vice President

Email Address: Curt.Envirocheminc@gmail.com

SUBCONSULTANT:

Business Name: Advance Technology Laboratory LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Environmental Testing Laboratory Services

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 541380

Address: 3275 Walnut Ave

City/State/Zip: Signal Hill, CA 90755

County: Los Angeles

Telephone: (562) 989-4045 x 237 FAX: (562) 989-4040

Contact Person/Title: Rachelle Arada / Project Manager

Email Address: Customer.Relations@atlglobal.com

SUBCONSULTANT:

Business Name: Amerisci, L.A. LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Lab. / Asbestos & mold testing

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: 541380

Address: 24416 South Main St, # 308

City/State/Zip: Carson, CA 90745

County: Los Angeles

Telephone: (310) 834-4868 FAX: (310) 834-4772

Contact Person/Title: Laurie Noble / Manager

Email address: Lnoble@amerisci.com

EXHIBIT H
Consultant Description Form

SUBCONSULTANT:

Business Name: A & R Welding LABAVN ID#: _____

Award Total: (% or \$): 0.25%

Services to be provided: Welding Services

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 238190

Address: 942 S. Santa Fe Ave

City/State/Zip: Compton, CA 90221

County: Los Angeles

Telephone: (310) 608-7700 FAX: (310) 608-7701

Contact Person/Title: Laurie Zunig / Sales

Email Address: Laurie@aandwelding.org

SUBCONSULTANT:

Business Name: BMW Environmental Services LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Abatement of Asbestos & lead

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 562910

Address: 249 North Brand Blvd, ste# 540

City/State/Zip: Glendale, CA 91203

County: Los Angeles

Telephone: (818) 500-9447 x 15 FAX: (818) 500-8305

Contact Person/Title: Todd Tredick / Owner

Email Address: Tredick@vikingdemo.com

SUBCONSULTANT:

Business Name: Hygiene Tech LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Certified Industrial Hygienist Services

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

Local Business Enterprise: YES _____ NO (Check only one)

Primary NAICS Code: 541620

Address: 3625 Del Amo Blvd, ste# 180

City/State/Zip: Torrance, CA 90503

County: Los Angeles

Telephone: (310) 370-8370 FAX: (310) 370-2474

Contact Person/Title: Andreanne Breton / Marketing Representative

Email address: Abreton@hygienetech.com

EXHIBIT H
Consultant Description Form

SUBCONSULTANT:

Business Name: Eagle Portables LABAVN ID#: _____

Award Total: (% or \$): 0.25%

Services to be provided: Sewage related services

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 562991

Address: 1185 West 19th St

City/State/Zip: San Pedro, CA 90731

County: Los Angeles

Telephone: (310) 955-7697 FAX: (310) 537-0516

Contact Person/Title: Elli Madrigal / Co-owner

Email Address: Info@eagleportables.com

SUBCONSULTANT:

Business Name: Pacific Edge Engineering LABAVN ID#: _____

Award Total: (% or \$): 3%

Services to be provided: Environmental Consulting & Engineering

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 541330

Address: 26691 Plaza, Ste# 270

City/State/Zip: Mission Viejo, CA 92691

County: Orange County

Telephone: (949) 470-1937 FAX: (949) 470-0943

Contact Person/Title: Tabb Bubier / Principal Engineer

Email Address: TBubier@pacifedge-eng.com

SUBCONSULTANT:

Business Name: Hartfield Construction Corp LABAVN ID#: _____

Award Total: (% or \$): 2%

Services to be provided: Demolition and grading

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

Local Business Enterprise: YES _____ NO (Check only one)

Primary NAICS Code: 238910

Address: 11908 Clark St., Unit A

City/State/Zip: Arcadia, CA 91006

County: Los Angeles

Telephone: (626) 301-9122 FAX: (626) 552-7246

Contact Person/Title: Kogo Pierce / Office Manager

Email address: Kogo@hartfieldconstruction.com

EXHIBIT H
Consultant Description Form

SUBCONSULTANT:

Business Name: Ancon Services LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Misc. industrial & environmental cleaning services

Owner's Ethnicity: N/A Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 562910

Address: 22707 S. Wilmington Ave

City/State/Zip: Carson, CA 90745

County: Los Angeles

Telephone: (310) 261-1347 FAX: (n/a) _____

Contact Person/Title: Jacob Hardin / Project Manager

Email Address: Jakeh@anconservices.com

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT I

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.

EXHIBIT I

(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.

EXHIBIT I

(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.

EXHIBIT J



Date

SUBJECT: PORT OF LOS ANGELES ENVIRONMENTAL MANAGEMENT SYSTEM

As a materials or service provider to the Port of Los Angeles, we'd like you to be aware that the Construction and Maintenance (C&M) Division is certified to an international standard: ISO 14001:2015 for Environmental Management System (EMS).

We expect each of our contractors and suppliers to partner with us to conform to the requirements of our EMS. Specifically, your assistance is needed to:

- Comply with applicable environmental laws and regulations;
- Protect the environment and prevent pollution; and
- Continually improve our EMS.

Since your company has been identified as one which has a physical presence within the Port complex, any of your employees who work on-site must be trained on our EMS and must understand what we expect of your company.

Accordingly, members of your company who work on Port premises must watch the training video before arrival. POLA's EMS Awareness Training for Contractors can be found on POLA's YouTube channel at: <https://youtu.be/3ZYJ2CwgSrk>.

It is incumbent on these individuals to conform to all procedures and requirements associated with their activities on-site which may have an environmental impact. That may involve either meeting with a qualified C & M Division employee who will either supervise these activities or being able to access and have the appropriate training in the relevant procedures and requirements for performing these activities themselves. Your employees should be able to immediately report any incidents/accidents/emergency situations which have an environmental impact due to their actions. Also, if your employees witness any incidents/accidents/emergency situations while on Port premises, they should report them to the Port employee that works with your company, or on-site security personnel. Your employees may also be asked to cooperate with any EMS audits that are taking place while contract personnel are on-site.

Please show this training video to your employees who will be working on-site at the Port and return the attached sign-in sheet indicating all employees who have viewed the video to kheinsius@portla.org.

If you have any questions about this letter, please contact the undersigned at (310) 732-3555.

Sincerely,

TIM CLARK, DIRECTOR
Port Construction and Maintenance

FHA
Enclosures

