

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal

From: Dave Bertka
Bill Murray

Dept: City Manager

Dept: Fire/Public Works

Subject: PROFESSIONAL SERVICES AGREEMENT
WITH OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

Date: February 14, 2012

OBJECTIVE

To have the City Council approve a professional services agreement with Ocean Blue Environmental Services, Inc., for removal of hazardous and biological materials.

BACKGROUND

The City has utilized Ocean Blue Environmental Services for hazardous materials and biological cleanups for the past eleven years. During this period, this contractor has been responsive and has performed at an above average level of service.

DISCUSSION

Due to the expiration of our current agreement with Ocean Blue, the City began looking to implement a formal bid process for a contractor to provide hazardous and biological material cleanup. In starting this process, Ocean Blue disclosed that it had recently entered into an agreement with the Port of Los Angeles. The Purchasing Division determined that it is possible to piggyback on the Port of Los Angeles public bidding process. Because of the scope and size of this agreement, it will provide the City of Garden Grove an economy of scale, versus procuring an individual agreement. The Fire Department has examined the agreement and concluded that it meets the needs of our City.

FINANCIAL IMPACTS

The proposed agreement is not to exceed \$110,000 per year of the agreement. This includes, a) an amount not to exceed \$65,000 for Public Works, for non-emergency hauling and removal of hazardous waste from the City Yard, and b) an amount not to exceed \$45,000 for the Fire Department, for emergency clean ups and hauling from City property.

PROFESSIONAL SERVICE AGREEMENT
FOR REMOVAL OF HAZARDOUS AND
BIOLOGICAL MATERIALS
February 14, 2012
Page 2

This agreement shall be for a period of three (3) years commencing on the effective date of the agreement, with an option to extend said agreement for an additional two (2) years, for a performance period of five (5) years. Option years shall be exercised one year at a time, at the sole option of the City.

Sufficient funds are established within the current and proposed budgets of the Fire and Public Works Departments; no additional financial impacts will occur. This contractor will perform services within this agreement for the Fire, Police and Public Works Departments.

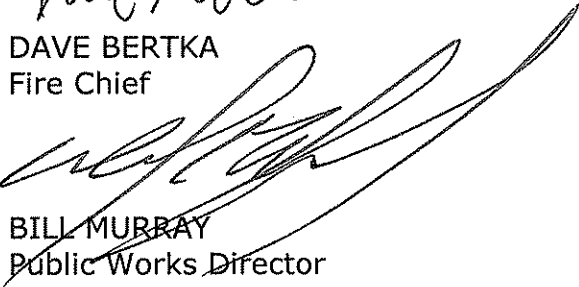
RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with Ocean Blue Environmental Services, Inc. for hazardous materials and biological cleanups within the City, for three years with two optional years in the amount not to exceed \$110,000 per year; and
- Authorize the City Manager to execute the Agreement, making minor modifications thereto as necessary, on behalf of the City.



DAVE BERTKA
Fire Chief



BILL MURRAY
Public Works Director

BY: Tom Keller
Fire Division Chief

Recommended for Approval



Matthew Fertal
City Manager

Attachment - Professional Services Agreement,
Ocean Blue Environmental Services, Inc.

**PROFESSIONAL SERVICES AGREEMENT
(Ocean Blue Environmental Services, Inc.)**

THIS AGREEMENT is made this _____ day of _____, 2012, by the City OF GARDEN GROVE, a municipal corporation ("City") and Ocean Blue Environmental Services, Inc.). ("Contractor").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council authorization, dated _____.
2. City desires to utilize the services of Contractor to furnish all labor, materials and biological waste clean up for the City of Garden Grove.
3. The services and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid to the City of Los Angeles. Contractor agrees to honor the same pricing schedule that was originally submitted to the City of Los Angeles for the services outlined in this Agreement, which was adopted by the Los Angeles Board of Harbor Commissioners. A copy of the City of Los Angeles' Agreement, Contract Number 10-2928 is attached as Attachment A and incorporated herein by reference.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the City of Los Angeles Agreement which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed and equipment to be provided by Contractor consist of as-needed services for the consolidated handling of hazardous and non-hazardous waste, including transportation, storage, recycling, and disposal of said waste, in compliance with state and federal hazardous waste, health and safety regulations and performing services that are in accordance with the services set forth in the City of Los Angeles Agreement which is attached hereto as Attachment A and incorporated herein by reference.

3. **Compensation.** Total compensation for the Term of this Agreement shall not exceed One Hundred Fifteen Thousand Dollars (\$115,000.00) per year, payable in arrears and in accordance with the rates set forth in the City of Los Angeles Agreement (Attachment A).

3.1 Invoices. Contractor shall submit quarterly invoices to the City, as outlined in the Quote. City shall pay properly submitted, undisputed notices not more than forty-five (45) days after the receipt of a properly submitted and undisputed invoice. If Contractor desires to change the periodic invoicing from a quarter-based schedule to a monthly-based schedule, Contractor shall make this request in writing to the City. City may accept or reject Contractor's request at City's sole discretion.

3.2 Overtime Rate (time and one half) shall be paid only for work completed after normal work hours or during legal holidays and shall be for Labor only, not equipment.

3.2.1 Holidays observed by the CITY:

January 1st (New Years Day)*

Third Monday of February (President's Day)

Last Monday of May (Memorial Day)

July 4th (Independence Day)*

First Monday of September (Labor Day)

Fourth Thursday in November (Thanksgiving)

December 25th (Christmas Day)*

***Date of Observance is determined each year by the CITY.**

4. Insurance Requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation

against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$5,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Pollution liability (including remediation and clean up costs, mold, and asbestos) in the amount not less than \$5,000,000; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Auto Pollution in an amount not less than \$5,000,000; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (e) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the environmental/pollution/asbestos liability policy. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An MCS-90 for the policy under for the policy under section 4.3 (d) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, for the policy under 4.3 (e), the schedule of underlying polices for an excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

- 4.4 Deductibles. All deductibles on any policy shall be responsibility of the contractor.
- 4.5 Primary and Non-contributor Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the commercial general liability policy or policies is primary to any insurance or self-insurance of the City and its officials, officers, employees, agents and representatives.
- 4.6 Waiver of Subrogation. All insurance policies must be endorsed to provide that the insurer will waive all rights of subrogation against theCity, its officials, officers, employees, agents and representatives

for losses paid under the terms of the policies required under this Section 4.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount, which may become due to Contractor.
6. **Non-Discrimination.** Contractor covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** The parties agree that Contractor shall act and be an independent Contractor and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.
8. **Compliance With Law.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by Contractor are confidential and shall not be disclosed without authorization by City, unless disclosure is required by law.
10. **Product Affiliation or Endorsement.** Contractors are expressly prohibited from producing any advertisement or endorsement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the City Council or its designee. However, this rule does not preclude a Contractor from identifying the City as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities.
11. **Ownership of Work Product.** All documents, data, or other information developed or received by Contractor shall be the property of City. Contractor shall provide City with copies of these items upon demand or upon termination of this Agreement.
12. **Conflict of Interest and Reporting.** Contractor shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of Contractor is as follows:
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

(b) Address of City is as follows (with a copy to):

City Clerk	City Attorney
City of Garden Grove	City of Garden Grove
11122 Acacia Parkway	11122 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840

14. **Contractor's Proposal.** Contractor shall be bound by all the terms, conditions and specifications set forth in the Port of Los Angeles Agreement attached as Attachment A hereto. In the event of any inconsistency between the terms of the Port of Los Angeles Agreement and this Agreement, this Agreement shall govern.

15. **Licenses, Permits and Fees.** At its sole expense, Contractor shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.

16. **Familiarity With Work.** By executing this Agreement, Contractor warrants that: (i) it has investigated the work to be performed; and (ii) it understands the facilities, difficulties and restrictions of the work under this Agreement.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required without written approval of the City. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of City. If Contractor is permitted to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City. All persons engaged in the work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

19. **Authority to Execute and Terminate.** The persons executing this Agreement on behalf of the Contractor warrants that they are duly authorized to execute this Agreement and that by executing this Agreement,

the Contractor is formally bound. This Agreement may be terminated as set forth herein, and City may terminate this Agreement without cause by providing Contractor thirty (30) days written notice of termination, provided that termination without cause shall not take effect unless and until the termination is approved by the City's City Council or its designee.

20. **Indemnification.** Contractor agrees to protect, defend and hold harmless City and its elective or appointive boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by Contractor, Contractor's agents, officers, employees, subcontractors or independent contractor(s) hired by Contractor. The only exception to Contractor's responsibility to protect, defend and hold harmless City is due to the sole negligence of City, or any of its elective or appointive boards, officers, agents or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.
21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Contractor.
22. **Scope of Agreement.** During the term of this Agreement, Contractor will provide to the City the products and services described in Attachment A and in accordance with the terms and conditions set forth herein, and the terms and conditions of any other documents referenced in or incorporated into these terms and conditions.
23. **Change Orders.** City may request changes to the work required to be performed or the addition of products by Contractor by providing Contractor written notice of such changes ("Change Order") or constructive changes may require the initiation of the change order process by Contractor. In either event, Contractor shall implement the required changes immediately following negotiations on Change Order pricing and terms.
24. **Delivery Orders.** City may request, and Contractor may propose, the addition of equipment and/or services under this Agreement. Such additional equipment and/or services may be obtained via Delivery Orders in a manner consistent with the Change Order mechanism stated in Section 23.
25. **Rules and Regulations.** The employees of City and Contractor shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of confidential or proprietary information.

26. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the City and Contractor.
27. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any legal action commenced concerning this Agreement shall be filed and maintained in the Orange County Superior Court.
28. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
29. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
30. **Default and Termination.** Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"City"
CITY OF GARDEN GROVE

By: _____
City Manager

Dated: _____, 2012

"Contractor"
Ocean Blue Environmental Services,
Inc.

By: 
Moonho C. Lee

Title: C.F.O. / VP

Dated: 01 / 18, 2012

Tax ID No.: 33-0625817

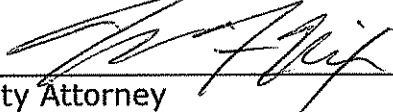
If Contractor is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to City.

ATTEST

City Clerk

Dated: _____, 2012

APPROVED AS TO FORM:



City Attorney

Dated: January 23, 2012

ATTACHMENT A
(PORT OF LOS ANGELES AGREEMENT)



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Antonio R. Villaraigosa | *Mayor, City of Los Angeles*
Board of Harbor Commissioners | Cindy Miscikowski | David Arian | Kaylynn L. Kim | Robin M. Kramer | Douglas P. Krause
Geraldine Knafz, Ph.D. | *Executive Director* | *President* | *Vice President*

December 21, 2010


Ocean Blue Environmental
Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

SUBJECT: AGREEMENT NO. 10-2928 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

At its meeting held on Thursday, December 2, 2010, the Los Angeles Board of Harbor Commissioners approved Agreement No. 10-2928, between the City of Los Angeles Harbor Department and Ocean Blue Environmental Services, Inc., for as-needed emergency response and hazardous waste management services.

Attached is your executed copy of Agreement No. 10-2928.
(The Council review period ended December 15, 2010.)

Very truly yours,


ROSE M. DWORSHAK
Commission Secretary

AGREEMENT NO.

Harbor Department
Agreement 10-2928
City of Los Angeles

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, California 90813 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services for the consolidated handling of hazardous and non-hazardous waste, including transportation, storage, recycling and disposal of said waste, in compliance with state and federal hazardous waste, 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 Executive Director of the City's Harbor Department ("Executive Director") 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/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 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.

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

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

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

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

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

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

3. Services To Be Performed By City.

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

and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

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

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

4. Effective Date and Term.

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

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

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

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

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

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any

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

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

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

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars (\$2,000,000). 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, including a monthly report in the format 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 on a monthly basis the 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

6. Recordkeeping and Audit Rights.

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

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

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

8. Business Tax Registration Certificate.

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

9. Indemnification and Insurance.

9.1 Indemnity for General Liability

Except for the sole negligence or willful misconduct of City, Consultant shall at all times indemnify, protect, defend, and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of this Agreement that is caused by any act, omission, or negligence of Consultant, its boards, officers, agents, employees, or Subconsultants regardless of whether any act, omission, or negligence of City, its boards, officers, agents, or employees contributed thereto; provided that (1) if the City contributes to a loss, Consultant's indemnification of the City for the City's share of the loss shall be limited to Five Million Dollars (\$5,000,000), (2) notwithstanding the limitation in (1), Consultant shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (3) the provisions in (1) and (2) apply on a per-occurrence basis.

9.2 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverages 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 insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by 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. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its boards, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit H.

9.3 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement automobile insurance within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its board, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit I.

9.4 Workers' Compensation

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 the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under the U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies, whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. See Exhibit J.

9.5 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 connection with Consultant's operations. The cost of the insurance shall be borne by the Consultant. The coverage shall be written by an insurer rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available). Subject to the approval of the Executive Director, coverage shall include, but not be limited to:

- (i) Protection and indemnity coverage with combined single limits of \$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, to which it is agreed that the additional insured and cancellation notice provisions as required and described above must be included. Such coverage shall contain a defense of suits provision and a severability of interest clause. See Exhibit K.

9.6 Pollution Liability Insurance

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 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 the Consultant described under the scope of services of this contract 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 or substance otherwise regulated under governmental laws or regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by 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. Each policy shall contain an Additional Insured Endorsement naming the City of Los Angeles, its boards, officers, agents and employees (collectively the Additional Insured) and a 30-day notice of cancellation or change in coverage by receipted mail. The policy shall expressly waive any right of subrogation of the insurance company against the additional insureds. The policy shall cover all services provided by Consultant pursuant to this Agreement. See Exhibit L.

9.7 Carrier Requirements

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

9.8 Notice of Cancellation

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

9.9 Copies of Policies

Two certified copies of each policy containing the additional insured and 30-day cancellation notice language shall be furnished to Executive Director. Alternatively, two duplicate original additional insured endorsements on forms provided by the Department, as indicated above, may be submitted. The form of such policy or endorsement shall be subject to the approval of the Risk Manager of the Department.

9.10 Modification of Coverage

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

9.11 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall furnish to Executive Director a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

9.12 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 a Financial Statement or Balance Sheet prior to Executive Director's consideration of approval of self-insurance and annually thereafter evidence of financial capacity to cover the self-insurance.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

9.13 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess

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

10. Personal Services Agreement.

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

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

11. Confidentiality.

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

12. Affirmative Action.

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

13. Small Business Development Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises ("SBE") and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE"/"WBE"/"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, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit N.

14. Conflict of Interest.

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

15. Compliance with Applicable Laws.

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

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of

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

18. Royalty-Free License.

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

19. City's Disclosure Obligations.

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

20. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the

respective parties, notice to City's Harbor Department shall be addressed to Director of Environmental Management, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that its authorized TIN is 33-0625817. No payments will be made under this Agreement without a valid TIN.

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

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

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

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

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

24. Equal Benefits Policy.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. Jurisdiction.

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

33. 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.**

34. 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.

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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, by its Board of Harbor Commissioners

Date: 12/21/10

By: [Signature]
Executive Director

Attest: [Signature]
Secretary

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Date: 11/03/10

By: [Signature]

Name: Moonho Lee

Title: CEO/V.P.

Attest: [Signature]

Name: Maria C. Lee

Title: C.E.O

APPROVED AS TO FORM 11/24, 2010
CARMEN A. TRUTANICH, City Attorney

By [Signature]
HEATHER M. McCLOSKEY, Deputy

Account#	54260	W.O. #	n/a
Ctr/Div#	0330	Job Fac.#	n/a
Proj/Prog#	000		
Budget FY:		Amount:	
2010-11		\$	340,000
2011-12		\$	665,000
2012-13		\$	665,000
2013-14		\$	330,000
TOTAL		\$	2,000,000

For Acct/Budget Div. Use Only

Verified by: [Signature]

Verified Funds Available: [Signature]

Date Approved: 11/19/10

EXHIBIT A

Scope of Work

The Los Angeles Harbor Department ("Harbor Department") requires qualified consultants to support and perform all phases of on-site management, containment, cleanup and treatment of releases or abandoned waste for the Environmental Management Division ("EMD") 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 weekends and holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by the Harbor Department. The consultant should have the ability to arrive on-scene within 30 minutes of notification. These spills may involve containment and cleanup operations in storm drains and channels, groundwater, or in water bodies, including navigable waters of the state, the ocean, harbors, lakes, reservoirs, streams, canals, rivers, and any media contaminated by a release of hazardous materials.

B. Unidentified Waste

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

- a. The consultant must have the ability to identify, package, and transport for recycling, treatment, or disposal, the unidentified wastes deposited on Harbor Department properties or right-of-way.
- b. Response to these services will usually be required during normal working hours.

C. Waste Management

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

- a. Response to these services will usually be required during normal working hours.
- b. The consultant will be required to be on-site at a Harbor Department facility at a mutually agreed-upon time with an authorized Department employee.
- c. Waste management services may include, but are not limited to:
 1. Removal and excavation of contaminated debris,
 2. Laboratory packing of chemicals,

3. Packaging and consolidating hazardous materials,
4. Identifying and packaging unidentified materials, and
5. Transporting hazardous waste for disposal.

D. Miscellaneous Services

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

- Management and disposal of both hazardous and non-hazardous wastes generated by Port 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 Port 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 on projects that involve confined space,
- Remove and disposal of Underground Storage Tanks (UST), and
- Waste management during Harbor Department sponsored events.

Required Equipment

The consultant shall have and provide 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

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

Boat located in a Port of Los Angeles marina
Roll-off bins and trailer
Tandem roll-off trailer
Flat bed box van
Self powered work barge
Booming vessel and work skiff

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 Cat kit – chemical identification
Sufficient amount/length of containment boom
Super sucker/jetter combos
Salvage and diving services
Trauma scene practitioner with license to haul medical waste

General Requirements

Consultant shall perform all tasks in accordance with all applicable local, state, and federal regulations. Consultant shall also perform activities in compliance with all appropriate elements of Harbor Department policies, tariffs, and programs (e.g., C&M's EMS, storm water control measures, WRAP, CAAP, etc.).

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

A. Laboratory Services

Consultant shall be able to obtain services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by CFR 40 and CCR title 22 and in accordance with USEPA 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

Consultant 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, RCRA Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subconsultants 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 EMD's discretion. All recycling, treatment, storage, and/or disposal facilities must operate under federal and state licenses/permits.

Consultant 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.

Consultant shall provide transportation of hazardous waste to a treatment, storage or disposal facility by licensed and permitted hazardous waste transporters.

Consultant 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

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

For non-emergency or routine jobs, consultant shall coordinate with Harbor Department staff and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to the appropriate Harbor Department staff at EMD's office, with sufficient time for review and signoff.

D. Types of Waste

Regulated and/or hazardous materials include, but are not limited to:

1. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
2. Corrosive liquids, including acid, alkaline, and ammonia solutions;
3. Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials;
4. Mercury, lead, and other metals;
5. Ferric Chloride;
6. Chlorine;
7. Waste tires;
8. Treated wood;
9. Bio-hazard waste;
10. Sewage; and
11. Other environmental regulated media.

Project Deliverables

When submitting invoices, the consultant shall list the Harbor Department division for which work was completed, e.g. Port Police, Construction & Maintenance Plumbers, etc.

Consultant shall submit a monthly summary report describing all work assignments. The report should be cumulative for all work accomplished under the agreement. See Exhibit E.

Exhibit "B"
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</u>	<u>Services</u>	<u>Authorized Amount</u>
3	Conceptual Study and Report 3.A Roadway	\$100,000 (lump sum)
3	Conceptual Study and Report 3.B Rail	\$200,000 (lump sum)
3	Conceptual Study and Report 3.C Bridge	\$ 50,000 (lump sum)
3	Conceptual Study and Report 3.D Streetscape	\$150,000 (lump sum)

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/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:

GERALDINE KNATZ, Ph.D.
Executive Director
Date:

EXHIBIT B

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. ____



925 West Esther Street
Long Beach, CA 90813

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

**SPECIAL RATES FOR PORT OF LOS ANGELES
EFFECTIVE SEPTEMBER 9, 2010**

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
Martin Luther King, Jr.'s Birthday
Veterans Day
Fourth of July
Day after Thanksgiving
Christmas Day

Labor Day
Presidents Day
Memorial Day
Thanksgiving Day
December 24th

MINIMUM CHARGES

No minimum charges for any call outs.



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FOR PORT OF LOS ANGELES ONLY

<u>1. HAZARDOUS WASTE-TRAINED PERSONNEL</u>		<u>HOURLY RATE</u>		
	<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER-TIME</u>	<u>PREMIUM TIME</u>
0001	PROJECT MANAGER	75.00	95.00	95.00
0002	HEALTH & SAFETY MANAGER	75.00	95.00	95.00
0003	SUPERVISOR	70.00	90.00	90.00
0004	CHEMIST / INDUSTRIAL HYGIENIST	70.00	90.00	90.00
0005	LEAD TECHNICIAN	50.00	70.00	70.00
0006	EQUIPMENT OPERATOR	50.00	70.00	70.00
0007	TECHNICIAN 1	44.00	58.00	58.00
0008	TECHNICIAN 2 (ILWU)	51.00	68.00	68.00
0009	CLERICAL	45.00	60.00	60.00

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

<u>2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES</u>		<u>HOURLY RATE</u>
0010	PICKUP TRUCK	15.00
0011	UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS	40.00
0012	GEAR TRUCK W/LIFTGATE	40.00
0013	EMERGENCY RESPONSE UNIT - LARGE	95.00
0014	EMERGENCY RESPONSE UNIT - SMALL	65.00
0015	CREW VAN	20.00
0016	DUMP TRAILER 10,000 GVW	40.00
		<u>DAILY RATE</u>
0017	BACKHOE/EXTENDHOE "4X4" 310	425.00
0018	FORKLIFT 5,000LB	200.00
0019	FRONT END LOADER 4 CUBIC YD BUCKET	725.00
0020	EXCAVATOR JD 220	725.00
0021	HEAVY EQUIPMENT TRAILER 25'	250.00
0022	4X4 ATV HONDA 400cc	200.00
0023	HEAVY EQUIPMENT MOBILIZATION ONE WAY	250.00

<u>3. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES WITH DRIVERS/OPERATOR</u>		
0024	VACUUM TRAILER - 20 BBL*	84.00
0025	VACUUM TRAILER - 20 BBL* O/T	106.00
0026	VACUUM TRAILER - 20 BBL* P/T	106.00
0027	WATER TRUCK - 2500 GALLON * S/T	90.00
0028	WATER TRUCK - 2500 GALLON * O/T	120.00
0029	WATER TRUCK - 2500 GALLON * P/T	120.00
0030	VACUUM TRUCK - 70 BBL W/ ROPER PUMP* S/T	90.00
0031	VACUUM TRUCK - 70 BBL W/ ROPER PUMP* O/T	120.00
0032	VACUUM TRUCK - 70 BBL W/ ROPER PUMP* P/T	120.00
0033	VACUUM TRUCK - 120 BBL* S/T	95.00
0034	VACUUM TRUCK - 120 BBL* O/T	125.00

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0035	VACUUM TRUCK - 120 BBL* P/T	125.00
0036	VACUUM TRUCK - 120 BBL STAINLESS STEEL* S/T	105.00
0037	VACUUM TRUCK - 120 BBL STAINLESS STEEL* O/T	135.00
0038	VACUUM TRUCK - 120 BBL STAINLESS STEEL* P/T	135.00
0039	ROLL-OFF TRUCK* S/T	90.00
0040	ROLL-OFF TRUCK* O/T	120.00
0041	ROLL-OFF TRUCK* P/T	120.00
0042	ROLL-OFF TRUCK AND TRAILER* S/T	105.00
0043	ROLL-OFF TRUCK AND TRAILER* O/T	135.00
0044	ROLL-OFF TRUCK AND TRAILER* P/T	135.00
0045	END DUMP TRUCK - 24 TON* S/T	105.00
0046	END DUMP TRUCK - 24 TON* O/T	135.00
0047	END DUMP TRUCK - 24 TON* P/T	135.00
0048	40' BOX VAN W/ TRACTOR* S/T	95.00
0049	40' BOX VAN W/ TRACTOR* O/T	125.00
0050	40' BOX VAN W/ TRACTOR* P/T	125.00
0051	40' FLATBED W/ TRACTOR* S/T	95.00
0052	40' FLATBED W/ TRACTOR* O/T	125.00
0053	40' FLATBED W/ TRACTOR* P/T	125.00
0054	JETTER / SUPERSUCKER COMBO* S/T	130.00
0055	JETTER / SUPERSUCKER COMBO* O/T	150.00
0056	JETTER / SUPERSUCKER COMBO* P/T	150.00

" * " DENOTES WITH OPERATOR.

4. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

0057	SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	85.00	DAILY
0058	6-PACK BREATHING AIR BOTTLES	200.00	DAILY
0059	5-MINUTE EGRESS AIR BOTTLE	15.00	DAILY
0060	TRIPOD W/DOUBLE WINCHES	190.00	DAILY
0061	FULL BODY HARNESS W/SHOCK ABSORBER	15.00	DAILY
0062	COPPUS BLOWER	95.00	DAILY
0063	4-GAS AIR MONITOR	125.00	DAILY
0064	PERSONAL 4-GAS METER	125.00	DAILY
0065	OVA MONITOR	200.00	DAILY
0066	MERCURY VAPOR ANALYZER	425.00	DAILY

5. TRAFFIC CONTROL

0067	DELINEATOR/REFLECTIVE, EACH	2.00	DAILY
0068	TRAFFIC CONE/REFLECTIVE, EACH	2.00	DAILY
0069	ARROW BOARD	150.00	DAILY
0070	PERSONNEL SAFETY VEST / REFLECTIVE	NO CHARGE	
0071	TRAFFIC CONTROL SIGNS 48"X48" / REFLECTIVE	NO CHARGE	



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6. CLEANING EQUIPMENT (INCLUDING HOSES)

0072	STEAM MACHINE 1,000 PSI 22 GPM	45.00	HOURLY
0073	STEAM MACHINE 3,500 PSI 6 GPM	45.00	HOURLY
0074	HYDROBLASTER	45.00	HOURLY
0075	AIR COMPRESSOR	35.00	HOURLY
0076	DIAPHRAGM PUMP	75.00	DAILY
0077	TRASH PUMP 3"	150.00	DAILY
0078	TRASH PUMP 4" TRAILER MOUNTED	280.00	DAILY
0079	TRASH PUMP 6" TRAILER MOUNTED	360.00	DAILY
0080	PORTABLE DECON STATION - 3 SHOWER STALLS	300.00	DAILY
0081	DECON PAD 10'X50'X10"	150.00	DAILY
0082	ELECTRIC 12 VOLT DIESEL TRANSFER PUMP	58.00	DAILY

7. PORTABLE STORAGE UNITS

0083	500-BBL VAPOR TIGHT EZ CLEAN TANK	65.00	DAILY
0084	SECONDARY CONTAINMENT ON 500-BBL TANK	35.00	DAILY
0085	550-BBL MOBILIZATION	350.00	ONE WAY
0086	20 YARD OPEN/CLOSED TOP	15.00	DAILY
0087	40 YARD OPEN/CLOSED TOP	17.00	DAILY
0088	VACUUM BIN - 20 YD	100.00	DAILY
0089	DE-WATERING BIN - 20YD	100.00	DAILY
0090	DE-WATERING BIN FILTER	75.00	EACH
0091	BIN LINER	50.00	EACH

8. OIL SPILL EQUIPMENT

0092	RAPID BOOM DEPLOYMENT SYSTEM	150.00	DAILY
0093	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	100.00	DAILY
0094	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	1,500.00	MONTHLY
0095	BOOM 8" x 18" (DEPLOYED)	1.50	PER FT/DAY
0096	GROUND TACKLE FOR BOOM 25 LB ANCHOR / BUOY SET	50.00	EA/DAY
0097	SPILL CONTROL BOAT - 14' W/40HP OUTBOARD	50.00	HOURLY
0098	TOW/SPILL CONTROL BOAT 19' W/90HP	85.00	HOURLY
0099	TOW/SPILL CONTROL BOAT 22' W/200HP	95.00	HOURLY
0100	22' X 8' SELF POWERED BARGE	90.00	HOURLY
0101	12' PUNT WITH 5 HP OUTBOARD	23.00	HOURLY
0102	12' PUNT	13.00	HOURLY
0103	PUNT TRAILER	NO CHARGE	
0104	45' BOX VAN EQUIPMENT FOR EMERG. RESPONSE	215.00	DAILY
0105	ROPE MOP SKIMMER	53.00	HOURLY
0106	DRUM SKIMMER TDS-136 W/ POWER PACK	80.00	HOURLY
0107	SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	75.00	DAILY
0108	INFLATABLE PLUGS 6" TO 12"	65.00	DAILY
0109	INFLATABLE PLUGS 12" TO 24"	100.00	DAILY



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9. TOOLS AND OTHER EQUIPMENT

0110	BETTS VALVUE	150.00	DAILY
0111	BROOMS	NO CHARGE	
0112	BROOMS HAZ-MAT	NO CHARGE	
0113	CELLULAR PHONE (CALLS INCL.)	NO CHARGE	
0114	CHEST WADERS	20.00	DAILY
0115	CUTTING TORCH	150.00	DAILY
0116	DRUM VACUUM - 55 GALLON	80.00	DAILY
0117	EXPLOSION-PROOF FLASH LIGHT	NO CHARGE	
0118	EYEWASH STATION	NO CHARGE	
0119	FLASHLIGHT	NO CHARGE	
0120	HAND TOOLS (1 SET)	60.00	DAILY
0121	HAZ-CAT KIT	25.00	PER TEST
0122	HEDGE TRIMMERS	NO CHARGE	
0123	HEPA VACUUM (DRY)	140.00	DAILY
0124	HIP WADERS	NO CHARGE	
0125	HUDSON SPRAYER	NO CHARGE	
0126	GENERATOR 5 KW (SMALL PORTABLE)	75.00	DAILY
0127	LIFE JACKETS	NO CHARGE	
0128	LIGHT STAND	25.00	DAY
0129	LIGHT TOWER (4 BULB)	190.00	DAILY
0130	MACHETES	NO CHARGE	
0131	MERCURY VACUUM	160.00	DAILY
0132	NEG AIR MACHINE 2000 CFM	160.00	DAILY
0133	PALLET JACK	25.00	DAILY
0134	REPLACEMENT HEPA FILTERS FOR NEG AIR	200.00	EACH
0135	12" FLEXABLE INLET/EXHAUST DUCTING	25.00	DAILY
0136	12" DISPOSABLE EXHAUST DUCTING	160.00	ROLL
0137	PER DIEM ALLOWANCE ON TRAVEL	110.00	EACH
0138	POGO PUMP	25.00	EACH
0139	PORTABLE RESTROOM	50.00	DAILY
0140	PORTABLE RESTROOM W/WASH AND TRAFFIC CONTROL	200.00	DAILY
0141	PROFILING FEE (PER WASTE STREAM)	NO CHARGE	
0142	INTRINSICALLY SAFE RADIO 2-WAY	30.00	DAILY
0143	RAKES	NO CHARGE	
0144	RIVET BUSTER	150.00	DAILY
0145	RIVET BUSTER BIT SET	40.00	EACH
0146	SAWZALL	65.00	DAILY
0147	SHOVELS	NO CHARGE	
0148	SHOVELS/HAZ-MAT	NO CHARGE	
0149	SQUEEGEES	NO CHARGE	
0150	VENTILATION FAN	65.00	DAILY
0151	VAPOR TIGHT DROP LIGHTS	12.00	DAILY

10. MATERIALS

0152	5-GAL DOT DRUM, POLY	22.00	EACH
0153	10-GAL DOT DRUM, STEEL	22.00	EACH
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0154	15-GAL DOT DRUM, STEEL	22.00	EACH
0155	15-GAL DOT DRUM, POLY	22.00	EACH
0156	20-GAL DOT DRUM, STEEL	22.00	EACH
0157	30-GAL DOT DRUM, STEEL	22.00	EACH
0158	30-GAL DOT DRUM, POLY	22.00	EACH
0159	55-GAL DOT DRUM, STEEL	50.00	EACH
0160	55-GAL DOT DRUM, POLY	50.00	EACH
0161	85-GAL DRUM, OVERPAK	185.00	EACH
0162	BOOT COVER	NO CHARGE	
0163	CAUTION / BARRICADE TAPE	25.00	PER ROLL
0164	DRINKING WATER - 24 BOTTLE CASE	NO CHARGE	
0165	DRUM LABEL	NO CHARGE	
0166	DUCT TAPE	7.00	PER ROLL
0167	EAR MUFFS	NO CHARGE	
0168	EAR PLUGS 200/BOX	NO CHARGE	
0169	FACE SHIELD	NO CHARGE	
0170	HAND CLEANER	NO CHARGE	
0171	HARD HATS	NO CHARGE	
0172	MANIFEST FORMS	NO CHARGE	
0173	OIL SORBENT POM POMS	90.00	BALE
0174	PLASTIC BAGS 8 MIL	80.00	PER BOX
0175	PLASTIC SHEETING 8 MIL	80.00	PER BOX
0176	RAGS - 50 POUND BOX	55.00	PER BOX
0177	ROPE 1/2 POLY 100'	1.00	PER FOOT
0178	SAMPLE JARS - 1QT	4.00	EACH
0179	SAND BAGS	4.00	EACH
0180	SORBENT BOOM 8" x 10"	48.00	EACH
0181	SORBENT PADS 18"x18"x1/2" (100/BALE)	92.00	BALE
0182	SUPERFINE (33 LBS)	19.00	PER BAG
0183	TRIWALL BOXES	140.00	EACH

11. PERSONAL PROTECTIVE EQUIPMENT (PPE)

0184	LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	150.00	PER SET
0185	LEVEL "B" - POLYTYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS-TIGHT, W/SCBA	95.00	PER SET
0186	LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	45.00	PER SET
0187	LEVEL "D" - TYVEK, POLYTYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	25.00	PER SET



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Haz and Non-Haz Waste Disposal Fee

A. BULK DISPOSAL PRICING

Liquids

0188	Non-Hazardous Liquids	0.36 per gallon	minimum bulk charge 500.00
0189	Suspended Solid Surcharge	1.45 per gallon	
0190	Non-RCRA Haz Waste Liquid	0.75 per gallon	minimum bulk charge 500.00
0191	Suspended Solid Surcharge	2.25 per gallon	
0192	Washout Fee	200.00 per each	
0193	Chemical Cleaning of Vacuum Trailer	300.00 per each	

Solids

0194	Treated Wood Waste	66.30 per ton	minimum bulk load 350.00
0195	Asbestos containing debris	180.00 per ton	
0196	Friable Asbestos	325.00 per ton	
0197	Waste Tires	84.50 per ton	
0198	Empty containers less than 55 gallons	140.00 per ton	
0199	Non-Hazardous Waste debris	78.00 per ton	
0200	Non-Haz SOil	65.00 per ton	
0201	Non-Haz SOil Thermal treated	65.00 per ton	
0202	Non-RCRA SOil Landfill	156.00 per ton	
0203	Non-RCRA SOil with metals disposal out of state	45.00 per ton	
0204	RCRA SOil with metals stabalization	290.00 per ton	
0205	Non-RCRA SOil with TPH Arizona special Waste	43.50 per ton	
0206	E-Waste/CRT/TV	no charge	per pallet

B. DRUM DISPOSAL PRICING

	<u>55 gallon</u>	<u>30 gallon</u>	<u>20 gallon</u>	<u>15 gallon</u>	<u>10 gallon</u>	<u>5 gallon</u>	
0207	Non-Haz Water	66.00	52.80	42.24	33.79	27.03	21.63
0208	Non-Haz SOild	84.00	67.20	53.76	43.01	34.41	27.53
0209	Non-RCRA sludge	110.00	88.00	70.40	56.32	45.06	36.04
0210	Non-RCRA Oily water	92.00	73.60	58.88	47.10	37.68	30.15
0211	Non-RCRA liquids (hard to treat)	210.00	168.00	134.40	107.52	86.02	68.81
0212	Non-RCRA Solids	108.00	86.40	69.12	55.30	44.24	35.39
0213	Non-RCRA grease	215.00	172.00	137.60	110.08	88.06	70.45
0214	RCRA Solids (stabilization landfill)	215.00	172.00	137.60	110.08	88.06	70.45
0215	Oil Filters	20.00	20.00	20.00	20.00	20.00	20.00
0216	Waste Oil Non-chlorinated	72.00	57.60	46.08	36.86	29.49	23.59
0217	Waste Oil with <50 ppm PCB	72.00	57.60	46.08	36.86	29.49	23.59
0218	Waste Oil with >50 ppm PCB	7.50 per pound with 350.00 minimum					
0219	Waste Oil chlorinated	215.00	172.00	137.60	110.08	88.06	70.45
0220	Waste Antifreeze	90.00	72.00	57.60	46.08	36.86	29.49
0221	Waste Latex paint	130.00	104.00	83.20	66.56	53.25	42.60
0222	Waste gas and water (D001)	175.00	140.00	112.00	89.60	71.68	57.34
0223	Waste Flammable Liquid	175.00	140.00	112.00	89.60	71.68	57.34
0224	Waste Corrosive Liquids (no metals) acidic	285.00	228.00	182.40	145.92	116.74	93.39
0225	Waste Corrosive Liquids (no metals) Caustic	285.00	228.00	182.40	145.92	116.74	93.39

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0226	Lead Base Paint Chips	180.00	144.00	115.20	92.16	73.73	58.98
0227	Waste Asbestos	150.00	120.00	96.00	76.80	61.44	49.15
0228	Ballasts with PCB	.90 per lb					
0229	Ballasts with without PCB	.70 per lb					

Note: all the over pack of 55 gallons drums into 85 gallon drums will be charged \$100.00 Surcharge.

Incinerables excluding D003 and Rx

				<u>minimum charge</u>
0230	Flammable sludges/Solids	2.00	per pound	120.00
0231	Oxidizers Solids / Liquids	2.00	per pound	120.00
0232	Waste Aerosols	2.90	per pound	150.00
0233	Mercury	7.50	per pound	350.00
0234	Mercury related	7.50	per pound	350.00
0235	Empty metal drums	40.00	per drum	
0236	Empty poly drums	70.00	per drum	

Lab Packs

		650 per tri-wall box					
		<u>55 gallon</u>	<u>30 gallon</u>	<u>20 gallon</u>	<u>15 gallon</u>	<u>10 gallon</u>	<u>5 gallon</u>
0237	Paints (lab Packs) cubic yard tri-wall box						
0238	Non-RCRA Liquids	200.00	160.00	128.00	102.40	81.92	65.54
0239	Non-RCRA Solids	200.00	160.00	128.00	102.40	81.92	65.54
0240	Flammable Liquids (d003)	200.00	160.00	128.00	102.40	81.92	65.54
0241	Flammable Solids (4.1)	300.00	240.00	192.00	153.60	122.88	98.30
0242	Hazardous Waste Liquids (9)	345.00	276.00	220.80	176.64	141.31	113.05
0243	Hazardous Waste Solids (9)	345.00	276.00	220.80	176.64	141.31	113.05
0244	Oxidizing minimum price drum pricing	3.6 / LB with 200.00 minimum					
0245	Corrosive Liquids/Solids (8)	330.00	264.00	211.20	168.96	135.17	108.13
0246	Toxic Liquids (organic / inorganic 6.1)	355.00	284.00	227.20	181.76	145.41	116.33
0247	toxic Solids (organic / inorganic 6.1)	355.00	284.00	227.20	181.76	145.41	116.33
0248	Flammable/toxic Liquids (3,6,1)	355.00	284.00	227.20	181.76	145.41	116.33
0249	Flammable/toxic Solids (4,1,6,1)	355.00	284.00	227.20	181.76	145.41	116.33
0250	Flammable/ corrosive Liquid/Solids	355.00	284.00	227.20	181.76	145.41	116.33

Bio hazardous, blood borne pathogen, medical waste, sharps

0251	98 gallon tub	80.00	per tub
0252	44 gallon tub	60.00	per tub
0253	28 gallon tub	40.00	per tub
0254	16 gallon tub	30.00	per tub
0255	5 gallon tub	30.00	per tub
0256	Florescent Tubes (Recycled)	0.50	per foot
0257	Florescent Lamp (Recycled)	0.65	per each
0258	Batteries Non-Lead Batteries	.30 per pound with 150.00 minimum	
0259	Batteries Lead Acid Batteries	No Charge	

PORT OF LOS ANGELES
SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subconsultant/Subcontractors

The cost of services rendered by subconsultant plus 5% markup.

Communications

The cost of communications including teleph copying will be charged at cost.

Travel and Subsistence (Meals, Lodging and

The cost of travel will be at actual cost; subs of Los Angeles travel policy per diem.

Vehicles and Mileage

Company vehicle (not listed in the rate sched Travel Regulation (FTR) mileage allowance.

Reproduction

All outside reproduction materials and suppli

NOTE:

When staff appears as expert witnesses in depositions, their time will be charged at consultant's rate schedule.

PORT OF LOS ANGELES
SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subconsultant/Subcontractors

The cost of services rendered by subconsultant/subcontractors will be charged at actual costs plus 5% markup.

Communications

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

Travel and Subsistence (Meals, Lodging and Airfare)

The cost of travel will be at actual cost; subsistence will be charged in accordance with the City of Los Angeles travel policy per diem.

Vehicles and Mileage

Company vehicle (not listed in the rate schedule) mileage will be charged at the current Federal Travel Regulation (FTR) mileage allowance.

Reproduction

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

NOTE:

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

AS-NEEDED/ON-CALL SERVICES

EXHIBIT F - MONTHLY SUBCONTRACTOR MONITORING REPORT

Blue Cells - Enter \$ Amounts

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

Contract No.	Contract Administrator				
Consultant Name	Contract Title/Project				
Contract Amount	Start Date				
	End Date				
	MBE	WBE	OBE	SBE	DBE
Consultant Amount Committed to-date	\$	\$	\$	\$	\$
	0.00%	0.00%	0.00%	0.00%	0.00%
Consultant Amount Invoiced to-date	\$	\$	\$	\$	\$
	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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

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

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

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

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

LA City Hall

MAIN OFFICE
201 N. Main Street, Rm. 101 (213) 473-5901

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insured's with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <hr/> <p>Includes (check as applicable):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Broad Form Property Damage</td> <td><input type="checkbox"/> Contractual Liability</td> </tr> <tr> <td><input type="checkbox"/> Personal Injury</td> <td><input type="checkbox"/> Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Independent Contractors</td> <td><input type="checkbox"/> Non-Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Premises-Operations</td> <td><input type="checkbox"/> Hired Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Explosion-Collapse Hazard</td> <td><input type="checkbox"/> Fire Legal Liability</td> </tr> <tr> <td><input type="checkbox"/> Underground Hazard</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> Products/Completed Operations</td> <td><input type="checkbox"/> _____</td> </tr> </table>	<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Owned Automobiles	<input type="checkbox"/> Independent Contractors	<input type="checkbox"/> Non-Owned Automobiles	<input type="checkbox"/> Premises-Operations	<input type="checkbox"/> Hired Automobiles	<input type="checkbox"/> Explosion-Collapse Hazard	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> _____	<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Contractual Liability														
<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Owned Automobiles														
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<input type="checkbox"/> Premises-Operations	<input type="checkbox"/> Hired Automobiles														
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<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> _____														
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____														
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Type of Coverage</td> <td style="width: 25%;">Limits of Liability</td> <td style="width: 25%;">Policy Period</td> <td style="width: 25%;"> <input type="checkbox"/> Deductible \$ _____ <input type="checkbox"/> Self-insured Retention \$ _____ For _____ (Coverage) </td> </tr> <tr> <td></td> <td style="text-align: center;">From</td> <td style="text-align: center;">To</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">□ Per Claim □ Per Occurrence</td> <td></td> <td style="text-align: center;">□ Per Claim □ Per Occurrence</td> </tr> </table>	Type of Coverage	Limits of Liability	Policy Period	<input type="checkbox"/> Deductible \$ _____ <input type="checkbox"/> Self-insured Retention \$ _____ For _____ (Coverage)		From	To			□ Per Claim □ Per Occurrence		□ Per Claim □ Per Occurrence			
Type of Coverage	Limits of Liability	Policy Period	<input type="checkbox"/> Deductible \$ _____ <input type="checkbox"/> Self-insured Retention \$ _____ For _____ (Coverage)												
	From	To													
	□ Per Claim □ Per Occurrence		□ Per Claim □ Per Occurrence												

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT H

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
AUTO LIABILITY - ADDITIONAL INSURED ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>_____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <hr/> <p>Includes (check as applicable):</p> <p><input type="checkbox"/> All Autos</p> <p><input type="checkbox"/> Owned Automobile <input type="checkbox"/> Hired Automobile</p> <p><input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> _____</p>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Type of Coverage</td> <td style="width: 25%;">Limits of Liability</td> <td style="width: 25%;">Policy Period</td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td></td> <td>From</td> <td><input type="checkbox"/> Deductible \$ _____</td> </tr> <tr> <td></td> <td></td> <td>To</td> <td><input type="checkbox"/> Self-insured Retention \$ _____</td> </tr> <tr> <td></td> <td></td> <td></td> <td>For _____ (Coverage)</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> <td></td> <td><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> </tr> </table>	Type of Coverage	Limits of Liability	Policy Period				From	<input type="checkbox"/> Deductible \$ _____			To	<input type="checkbox"/> Self-insured Retention \$ _____				For _____ (Coverage)		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence	<p>Other Conditions:</p>
Type of Coverage	Limits of Liability	Policy Period																			
		From	<input type="checkbox"/> Deductible \$ _____																		
		To	<input type="checkbox"/> Self-insured Retention \$ _____																		
			For _____ (Coverage)																		
	<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence																		

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
WORKERS' COMPENSATION / EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured unless checked below in which case only the following specific agreements with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Includes (check as applicable):</p> <p><input type="checkbox"/> Broad Form All States Endorsement</p> <p><input type="checkbox"/> Voluntary Compensation Endorsement</p> <p><input type="checkbox"/> United States Longshoremens and Harbor Workers Compensation Act</p> <p><input type="checkbox"/> Jones Act</p> <p><input type="checkbox"/> Other Continental Shelf Endorsement</p> <p><input type="checkbox"/> Waiver of Subrogation</p> <p><input type="checkbox"/> Employer's Liability</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>
---	--

Type of Coverage	Limits of Liability	Policy Period
<i>Workers' Compensation</i>	<i>Statutory</i>	From _____
<i>Employer's Liability</i>		To _____

Other Provisions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
OCEAN MARINE LIABILITY - ADDITIONAL INSURED ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>												
<p>Includes (check as applicable):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Protection & Indemnity per schedule attached <input type="checkbox"/> Hull & Machinery per schedule attached <input type="checkbox"/> Running Down Clause \$ _____ <input type="checkbox"/> Ship Repairers Liability <input type="checkbox"/> Marine Terminal Operator's Liability <input type="checkbox"/> Charter's Legal Liability </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Inchmarre Clause <input type="checkbox"/> Cargo <input type="checkbox"/> Pollution <input type="checkbox"/> Jones Act <input type="checkbox"/> _____ <input type="checkbox"/> _____ </td> </tr> </table>		<input type="checkbox"/> Protection & Indemnity per schedule attached <input type="checkbox"/> Hull & Machinery per schedule attached <input type="checkbox"/> Running Down Clause \$ _____ <input type="checkbox"/> Ship Repairers Liability <input type="checkbox"/> Marine Terminal Operator's Liability <input type="checkbox"/> Charter's Legal Liability	<input type="checkbox"/> Inchmarre Clause <input type="checkbox"/> Cargo <input type="checkbox"/> Pollution <input type="checkbox"/> Jones Act <input type="checkbox"/> _____ <input type="checkbox"/> _____										
<input type="checkbox"/> Protection & Indemnity per schedule attached <input type="checkbox"/> Hull & Machinery per schedule attached <input type="checkbox"/> Running Down Clause \$ _____ <input type="checkbox"/> Ship Repairers Liability <input type="checkbox"/> Marine Terminal Operator's Liability <input type="checkbox"/> Charter's Legal Liability	<input type="checkbox"/> Inchmarre Clause <input type="checkbox"/> Cargo <input type="checkbox"/> Pollution <input type="checkbox"/> Jones Act <input type="checkbox"/> _____ <input type="checkbox"/> _____												
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Type of Coverage	Limits of Liability	Policy Period	<input type="checkbox"/> Deductible \$ _____ <input type="checkbox"/> Self-insured Retention \$ _____ For _____ (Coverage)										
	From _____ To _____												
<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence											

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT K

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
POLLUTION LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____ Organization: _____ Address: _____ Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____ Address: _____ Telephone: _____</p> <p>Includes (check as applicable):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Broad Form Property Damage</td> <td><input type="checkbox"/> Contractual Liability</td> </tr> <tr> <td><input type="checkbox"/> Personal Injury</td> <td><input type="checkbox"/> Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Independent Contractors</td> <td><input type="checkbox"/> Non-Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Premises-Operations</td> <td><input type="checkbox"/> Hired Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Explosion-Collapse Hazard</td> <td><input type="checkbox"/> Fire Legal Liability</td> </tr> <tr> <td><input type="checkbox"/> Underground Hazard</td> <td><input type="checkbox"/> Environmental Impairment Liability</td> </tr> <tr> <td><input type="checkbox"/> Products/Completed Operations</td> <td><input type="checkbox"/> _____</td> </tr> </table>	<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Owned Automobiles	<input type="checkbox"/> Independent Contractors	<input type="checkbox"/> Non-Owned Automobiles	<input type="checkbox"/> Premises-Operations	<input type="checkbox"/> Hired Automobiles	<input type="checkbox"/> Explosion-Collapse Hazard	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Environmental Impairment Liability	<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____						
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<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Type of Coverage</td> <td style="width: 25%;">Limits of Liability</td> <td style="width: 25%;">Policy Period</td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">From</td> <td><input type="checkbox"/> Deductible \$ _____</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">To</td> <td><input type="checkbox"/> Self-insured Retention \$ _____</td> </tr> <tr> <td></td> <td></td> <td></td> <td>For _____ (Coverage)</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> <td></td> <td><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> </tr> </table>	Type of Coverage	Limits of Liability	Policy Period				From	<input type="checkbox"/> Deductible \$ _____			To	<input type="checkbox"/> Self-insured Retention \$ _____				For _____ (Coverage)	<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence			<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence	<p>Other Conditions:</p>
Type of Coverage	Limits of Liability	Policy Period																			
		From	<input type="checkbox"/> Deductible \$ _____																		
		To	<input type="checkbox"/> Self-insured Retention \$ _____																		
			For _____ (Coverage)																		
<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence			<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence																		

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT M - 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 M - 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 M - 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 M - 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 N – SMALL BUSINESS DEVELOPMENT PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Development Program (SBDP or the "Program") was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% has been established for the Program. The specific goal or requirement for each contract to be let 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, small business entities (SBEs), women-owned businesses (WBEs), and minority-owned businesses (MBEs). The Program will allow the Port to target more effectively small business participation (including MBEs and WBEs). It is also the intent of the Department to make it easier for small businesses to participate in Port contracts by providing education and assistance on how to do business with the City, including, but not limited to, insuring that payments to small businesses are processed in a timely manner.

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.

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port 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%.** Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Small 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.

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.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the City, Consultant and all subconsultant's must be registered with the Department's Contract Management Database, e-DiversityXchange.

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 Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

Ocean Blue Environmental Services, Inc.

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harb Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE MBE WBE OBE

A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set for by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 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).

An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature [Handwritten Signature]

Title C.F.O./VP

Printed Name Moncho C. LRR

Date Signed 9/3/10

NOTARY

On this _____ day of _____ 20____, before me appeared

_____ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by _____

Name of Firm

to execute the affidavit and did so act and deed.

See attached Notary

SEAL

Notary Public _____

Commission Expires _____

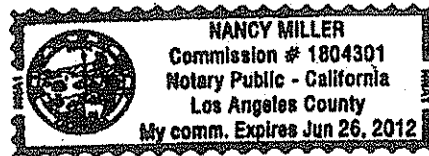
ACKNOWLEDGMENT

State of California

County of Los Angeles

On September 3, 2010 before me, **Nancy Miller, Notary Public** personally appeared **Moonho Lee**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand & official seal.



Signature *Nancy Miller*

(Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Contract Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: Emergency Response & Hazardous Waste Management Services
Business Name: Ocean Blue Environmental Svcs Award Total: \$ 87.40%
Owner's Ethnicity: Hispanic Gender Female Group: SBE MBE WBE OBE (Please check all that apply)
Address: 925 West Esther Street
City/State/Zip: Long Beach, CA 90813
Telephone: (562) 624-4120 FAX: (562) 624-4127
Contact Person/Title: MOONHO LEE / CFO / VP
Email Address: moonholee@aol.com

SUBCONTRACTOR

Business Name: Ace Roll-off Award Total: \$ 0.25%
Services to be provided: Refuse & Construction Waste Transportation & Disposal
Owner's Ethnicity: Hispanic Gender M&F Group: SBE MBE WBE OBE (Please check all that apply)
Address: 22022 Moneta Avenue
City/State/Zip: Carson, CA 90745
Telephone: (310) 518-0259 FAX: (310) 518-0259
Contact Person/Title: Pick Dela Torre
Email Address: Acerolloff@aol.com

SUBCONTRACTOR

Business Name: Azusa Land Reclamation Award Total: \$ 0.25%
Services to be provided: Asbestos Disposal
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1211 West Gladstone Street
City/State/Zip: Azusa, CA 91702
Telephone: (626) 705-8513 FAX: (626) 969-1529
Contact Person/Title: Shawn Kelly / Sales
Email address: SKelly@wm.com

[Signature]
Authorized Representative of Prime Contractor

9/8/10
Date

Contract Description Form

SUBCONTRACTOR

Business Name: Thermal Remediation Solutions Award Total: \$ 0.25%
Services to be provided: Disposal Service
Owner's Ethnicity: white Gender Male Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1211 West Gladstone Street
City/State/Zip: Azusa, CA 91702
Telephone: (626) 338-3939 FAX: (626) 338-3848
Contact Person/Title: Andy Niles / Sales
Email address: TRSRaymond@verizon.net

SUBCONTRACTOR

Business Name: Crosby & Overton Award Total: \$ 2.0%
Services to be provided: TSDF
Owner's Ethnicity: Corp. Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1610 West 17th Street
City/State/Zip: Long Beach, CA 90813
Telephone: (562) 432-5445 FAX: (562) 436-7546
Contact Person/Title: Bob Ritter / Sales
Email address: BRitter@crosbyoverton.com

SUBCONTRACTOR

Business Name: Commercial Filter Recycling Award Total: \$ 0.5%
Services to be provided: Recycling used, drained oil Filters
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 2035 East 15th Street
City/State/Zip: Los Angeles, CA 90021
Telephone: (213) 746-0237 FAX: (213) 749-5772
Contact Person/Title: Tammi Jones / Customer Service
Email address: Tammij@MCM-CFR.com

[Signature]
Authorized Representative of Prime Contractor

9/8/10
Date

Contract Description Form

SUBCONTRACTOR

Business Name: U.S. Ecology Award Total: \$ 0.25%
Services to be provided: TSDf
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE ((Please check all that apply))
Address: P.O. Box 578
City/State/Zip: Beatty, NV 89003
Telephone: (800) 239-3943 FAX: (775) 553-2742
Contact Person/Title: Christopher Laney / Sales
Email address: claney@americanecology.com

SUBCONTRACTOR

Business Name: Filter Recycling Service Award Total: \$ 0.5%
Services to be provided: Recycle and Disposal of Non RCRA Haz Waste
Owner's Ethnicity: White Gender Male Group: SBE MBE WBE OBE ((Please check all that apply))
Address: 180 West Monte Avenue
City/State/Zip: Rialto, CA 92324
Telephone: (909) 873-4141 FAX: (909) 873-4142
Contact Person/Title: David Rains / Sales
Email address: Filter Recycling@yahoo.com

SUBCONTRACTOR

Business Name: Rubber Recovery, Inc. Award Total: \$ 0.5%
Services to be provided: Disposal Junk tires
Owner's Ethnicity: White Gender Male Group: SBE MBE WBE OBE ((Please check all that apply))
Address: 1501 West Gladstone Street
City/State/Zip: Azusa, CA 91702
Telephone: (626) 633-1174 FAX: (626) 633-1044
Contact Person/Title: Regina Monougian / Sales
Email address: Monougian@hotmail.com

[Signature]
Authorized Representative of Prime Contractor

9/8/10
Date

Contract Description Form

SUBCONTRACTOR

Business Name: Stericycle, Inc. Award Total: \$ 0.25%
Services to be provided: Disposal of Biohazard Waste
Owner's Ethnicity: Corp. Gender: Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 2775 East 26th Street
City/State/Zip: Vernon, CA 90023
Telephone: (323) 854-7138 FAX: (661) 242-6973
Contact Person/Title: Mike DeAngelis/Sales
Email address: Mdeangelis@stericycle.com

SUBCONTRACTOR

Business Name: Siemens Water Technology Award Total: \$ 0.25%
Services to be provided: Recycle, Treat, Store, Transfer Haz & Non-Haz Waste
Owner's Ethnicity: Corp Gender: Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 5375 South Boyle Avenue
City/State/Zip: Vernon, CA 90058
Telephone: (323) 314-3834 FAX: (562) 804-1124
Contact Person/Title: Rhonda Biedermann / Mark Rogers / Sales
Email address: Rhonda.biedermann@siemens.com / mark.rogers@siemens.com

SUBCONTRACTOR

Business Name: Enviro-Chem Lab Award Total: \$ 0.5%
Services to be provided: Lab/General Sample Analysis
Owner's Ethnicity: Asian Gender: Male Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1214 East Lexington Avenue
City/State/Zip: Pomona, CA 91766
Telephone: (909) 590-5905 FAX: (909) 590-5907
Contact Person/Title: Curt Desilets / Manager
Email address: Envirocheminc@yahoo.com

[Signature]
Authorized Representative of Prime Contractor

9/8/10
Date

Contract Description Form

SUBCONTRACTOR

Business Name: E-Recycling Award Total: \$ 0.25 /
Services to be provided: Electronic Recycling
Owner's Ethnicity: Private Corp Gender Various Group: SBE MBE WBE OBE
Address: 1230 Peterson Lane
City/State/Zip: Paramount, CA 90723
Telephone: (800) 795-0993 FAX: (562) 634-8029
Contact Person/Title: Maureen Craine / Office Manager
Email address: Maureen@erecyclingofcalifornia.com

SUBCONTRACTOR

Business Name: Kinsbursky Bros. Award Total: \$ 0.25 /
Services to be provided: Management & Recycling of Batteries, Precious Materials & Electronic Scrap
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE
Address: 125 East Chapman Commercial Street # A
City/State/Zip: Anaheim, CA 92801
Telephone: (714) 738-8516 FAX: (714) 738-4830
Contact Person/Title: Ana Martinez / Customer Services
Email address: Ana@kinsbursky.com

SUBCONTRACTOR

Business Name: Lighting Resources Award Total: \$ 0.25 /
Services to be provided: Disposal of Lighting Fixtures & Ballasts
Owner's Ethnicity: White Gender Various Group: SBE MBE WBE OBE
Address: 805 Francis Street
City/State/Zip: Ontario, CA 91761
Telephone: (909) 923-7252 FAX: (909) 923-7510
Contact Person/Title:
Email address: Erika.Ascencio@lightingresourcesinc.com

Handwritten signature of Erika Ascencio

9/8/10

Authorized Representative of Prime Contractor

Date

Contract Description Form

SUBCONTRACTOR

Business Name: Hygiene Tech Award Total: \$ 1.07.
Services to be provided: Certified Industrial Hygiene Pest Services
Owner's Ethnicity: White Gender Male Group: SBE MBE WBE OBE (Please check all that apply)
Address: 3625 Del Amo Boulevard Suite #180
City/State/Zip: Torrance, CA 90503
Telephone: (310) 370-8370 FAX: (310) 370-7026
Contact Person/Title: Brian Daly / Owner
Email address: Bpdaly@Hy

SUBCONTRACTOR

Business Name: Tetra Tech, Inc. Award Total: \$ 1.07.
Services to be provided: Various Environmental Services
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 3475 East Foothill Boulevard
City/State/Zip: Pasadena, CA 91107
Telephone: (626) 470-2423 FAX: (626) 470-2623
Contact Person/Title: Heather Benfield / Project Manager
Email address: Heather.Benfield@tetratech.com

SUBCONTRACTOR

Business Name: BMW Environmental Svcs Award Total: \$ 1.07.
Services to be provided: Asbestos Removal
Owner's Ethnicity: White Gender Male Group: SBE MBE WBE OBE (Please check all that apply)
Address: 249 North Brand Boulevard, Suite # 540
City/State/Zip: Glendale, CA 91203
Telephone: (818) 500-9447 x15 FAX: (818) 500-8305
Contact Person/Title: Todd Tredick / Owner
Email address: TTredick@vikingdemo.com

[Signature]
Authorized Representative of Prime Contractor

9/8/10
Date

Contract Description Form

SUBCONTRACTOR


Business Name: Warren Diving Award Total: \$ 2.0%
Services to be provided: Master Salvage Diver / Vessel Recovery
Owner's Ethnicity: White Gender male Group: SBE MBE WBE OBE ((Please check all that apply))
Address: 2660 South Dolphin Avenue
City/State/Zip: San Pedro, CA 90731
Telephone: (310) 548-9069 FAX: (310) 221-0518
Contact Person/Title: Ron Warren / Owner
Email address: warrondiving@gmail.com

SUBCONTRACTOR

Business Name: Zymax Forensic Award Total: \$ 0.2%
Services to be provided: Lab / Environmental Crime investigations
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE ((Please check all that apply))
Address: 71 Zaca Lane
City/State/Zip: San Luis Obispo, CA 93401
Telephone: (805) 544-4696 FAX: (805) 544-8226
Contact Person/Title: Alan Jeffrey, PhD / Manager
Email address: AlanJ@zymaxusa.com

SUBCONTRACTOR

Business Name: AmeriSci, LA Award Total: \$ 0.25%
Services to be provided: Lab / Asbestos & mold testing
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE ((Please check all that apply))
Address: 24416 South Main Street # 308
City/State/Zip: Carson, CA 90745
Telephone: (310) 834-4868 FAX: (310) 834-4772
Contact Person/Title: Steve Parks / Sales
Email address: sparks@amerisci.com



Authorized Representative of Prime Contractor

Date

9/8/10

Contract Description Form

SUBCONTRACTOR

Business Name: Clean Harbors Award Total: \$ 0.25%
Services to be provided: TSDf - Disposal Facility
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1737 East Denni St.
City/State/Zip: Wilmington, CA 90744
Telephone: (310) 835-9998 FAX: (310) 764-5863
Contact Person/Title: Jeff Hutcheon/Sales
Email address: hutcheon.jeffrey@cleanharbors.com

SUBCONTRACTOR

Business Name: Allied Waste - La Paz Landfill Award Total: \$ 0.05%
Services to be provided: Landfill Disposal
Owner's Ethnicity: Corp Gender Various Group: SBE MBE WBE OBE (Please check all that apply)
Address: 26999 Highway 95
City/State/Zip: Parker, AZ 85344
Telephone: (602) 954-4275 FAX: (602) 446-6338
Contact Person/Title: Ed Legaspi/Sales
Email address: Edward.Legaspi@awin.com

SUBCONTRACTOR

Business Name: Industrial Service Oil Award Total: \$ 0.03%
Services to be provided: Waste Oil Disposal
Owner's Ethnicity: White Gender Male Group: SBE MBE WBE OBE (Please check all that apply)
Address: 1700 South Soto Street
City/State/Zip: Los Angeles, CA 90023
Telephone: (323) 598-5577 FAX: (323) 266-0292
Contact Person/Title: Rebekah Parkinson/Sales
Email address: ISOCI@ISOCI.com

[Signature]

Authorized Representative of Prime Contractor

9/8/10

Date

Contract Description Form

SUBCONTRACTOR

Business Name: Saf-r-DIG Utility Surveys, Inc Award Total: \$ 0.25%
Services to be provided: Subsurface Utility Locating with Visual verification
Owner's Ethnicity: White Gender Female Group: SBE MBE WBE OBE
Address: 41-905 Boardwalk, Ste. A
City/State/Zip: Palm Desert, CA 92211
Telephone: (760) 776-8274 FAX: (760) 776-8278
Contact Person/Title: Lena L. McCracken / Corporate Secretary
Email address: Lmiccracken@safrdig.com

SUBCONTRACTOR

Business Name: Advanced Technology Laboratories Award Total: \$ 0.25%
Services to be provided: Environmental Testing Laboratory Services
Owner's Ethnicity: Hispanic Gender Male Group: SBE MBE WBE OBE
Address: 3275 Walnut Avenue
City/State/Zip: Signal Hill, CA 90755
Telephone: (562) 989-4045 FAX: (562) 989-6348
Contact Person/Title: Edgar Caballero / President
Email address: EDCA.B@Altglobal.com

SUBCONTRACTOR

Business Name: Velasco Environmental Svcs Award Total: \$ 0.25%
Services to be provided: Asbestos & Mold testing
Owner's Ethnicity: Hispanic Gender Male Group: SBE MBE WBE OBE
Address: 2129 E. Cesar Chavez No #3
City/State/Zip: Los Angeles, CA 90033-1800
Telephone: (323) 547-7653 FAX: ()
Contact Person/Title: Edwyn Velasco / Owner
Email address: EdwynVelasco@gmail.com

Signature of Edwyn Velasco
Authorized Representative of Prime Contractor

Date: 9/8/10

EXHIBIT O

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.