

LOS ANGELES FIRE DEPARTMENT



JAIME E. MOORE
FIRE CHIEF

August 31, 2026

BOARD OF FIRE COMMISSIONERS
FILE NO. 26-049

TO: Board of Fire Commissioners

FROM:  Jaime E. Moore, Fire Chief

SUBJECT: AGREEMENT WITH ANCON MARINE DBA ANCON SERVICES FOR
HAZARDOUS MATERIALS WASTE MANAGEMENT SERVICES
PURSUANT TO THE REQUEST FOR PROPOSALS NO. 2025-038-002

FINAL ACTION:	☐ Approved	☐ Approved w/Corrections	☐ Withdrawn
	☐ Denied	☐ Received & Filed	☐ Other

SUMMARY

The Los Angeles Fire Department (LAFD) requires proper management, collection and disposal of hazardous waste materials that are contained and stored at each of the 106 fire stations and other LAFD facilities. The hazardous waste materials that require proper disposal include, but are not limited to materials resulting from maintenance to the Department's light vehicles and heavy apparatus (e.g., motor oil, oil filters, oil rags, brake fluid, anti-freeze), cooking oil, contaminated personnel protective equipment, and bio-hazardous materials resulting from providing emergency medical services (e.g., sharps). The routine pick-up and disposal of hazardous materials is a requirement for a safe working environment as established by the California Occupational Safety and Health Administration (Cal/OSHA). Additionally, the LAFD regulates thousands of businesses within the City of Los Angeles (City) that store and use hazardous materials. In the case of an accidental release or threatened release of hazardous materials at those businesses, the services of a qualified professional are required for the proper cleanup and disposal of those materials.

Since the City is not equipped to conduct professional hazardous materials waste management services, the LAFD issued a Request for Proposals (RFP) No. 2025-038-002 on October 8, 2025, in order to contract with a qualified proposer to perform routine hazardous waste management services, as well as emergency response cleanup. Four (4) proposals were received by the December 8, 2025 deadline.

It is recommended that an Agreement be awarded to Ancon Marine dba Ancon Services (Ancon) in order to comply with Cal/OSHA regulations and avoid potential citations and monetary penalties. The pick-up, disposal, and reporting services of Ancon will be utilized to conform to Cal/OSHA regulations at all 106 fire stations and other LAFD facilities.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Ancon Marine for hazardous materials waste management services for a three-year term, commencing on July 1, 2027 and terminating on June 30, 2030, for a maximum amount not to exceed \$2,100,000 during the term of the Agreement, and with authority for the Fire Chief to exercise the option to execute an amendment to extend the term of the Agreement for up to one (1) three-year term, not to exceed the annual amount of \$700,000, for a cumulative amount not to exceed \$2,100,000, for a maximum contract amount not to exceed \$4,200,000, contingent on the availability of funds and the Contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

DISCUSSION

An Evaluation Committee comprised of members from the Fire Facilities Section (Training and Support Bureau) and the CUPA Section (Fire Prevention and Public Safety Bureau), reviewed and scored the proposals based on the criteria below. The maximum number of points to be given was one hundred (100), plus an additional eight (8) points given to proposers who have been certified as a Local Business Enterprise.

EVALUATION CRITERIA	MAXIMUM POINTS
Experience and Qualifications	30
Past Performance	30
Quality of the Work Plan	25
Proposed Rates/Fees	15
Total Points:	100
Local Business Certification:	8
Total Maximum Points:	108

The evaluation scores of the four proposers are as follows:

PROPOSER	EVALUATION SCORE
Ancon Marine dba Ancon Services	92.67
VLS Environmental Solutions, LLC	92.00
Patriot Environmental Services, Inc.	87.00
Advanced Chemical Transport, LLC	Disqualified

The Evaluation Committee determined that Ancon is highly qualified to provide the hazardous materials waste management services in that it received the highest score.

Ancon has the necessary licenses/permits and experience to handle and transport LAFD's hazardous waste materials. Ancon has an extensive 58 years of experience in providing pick-up and disposal of hazardous waste materials, a proven track record and reputable work history, and provides reliable services to hundreds of customers with similar wastes as the LAFD. Ancon has three (3) branch locations within the Los Angeles County, as well as employees who reside in the City.

The proposed term for this Agreement is for three (3) years, commencing on July 1, 2027, and terminating three (3) years from that date, for an annual amount not to exceed \$700,000, for a maximum amount not to exceed \$2,100,000. Thereafter, the LAFD will have the option to extend the agreement for another three-year term and for an annual amount not to exceed \$700,000, for a cumulative amount not to exceed \$2,100,000 during the three-year extension, for a maximum contract amount not to exceed \$4,200,000, contingent on the availability of funds and the Contractor having provided satisfactory services under the Agreement.

The City Attorney has reviewed and approved the Agreement as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

FISCAL IMPACT

Funding is subject to the availability of funds in the Fire Department's future FY 2027-28 budget. However, funding for the expenses related to this Agreement has been included in the Contractual Services Account 3040.

Board report prepared by Martin Mullen, Battalion Chief, and Christina Torres, Management Analyst, Fire Facilities Section, Training and Support Bureau.

Attachment

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

ANCON MARINE DBA ANCON SERVICES

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ATTACHMENT AND EXHIBITS

Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

- Exhibit A – Statement of Work
- Exhibit B – Contractor’s Key Personnel
- Exhibit C – Fee Schedule
- Exhibit D – Project Change Authorization

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
ANCON MARINE DBA ANCON SERVICES
FOR
HAZARDOUS MATERIALS WASTE MANAGEMENT SERVICES**

This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as “LAFD” or “Department”), and Ancon Marine dba Ancon Services, a California corporation (hereinafter referred to as “Contractor”) (collectively, the “Parties”, or individually, a “Party”), with reference to the following:

WHEREAS, the LAFD requires a qualified contractor to provide professional hazardous materials waste management services; and

WHEREAS, due to the immense scope of services conducted by the LAFD, safe, clean and efficient waste management services is mandatory at different facilities of the Department; and

WHEREAS, LAFD’s hazardous waste materials require proper management, collection, cleanup and disposal on a routine and emergency basis; and

WHEREAS, the City is not equipped to conduct professional hazardous waste management services, and therefore requires the services of a qualified contractor; and

WHEREAS, pursuant to Charter Section 372, on October 8, 2025, the LAFD issued a Request for Proposals (RFP) for qualified Proposers to provide hazardous materials waste management services at various sites located throughout the LAFD and the City (RFP No. 2025-038-002); and

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the LAFD has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested in the RFP in that the Contractor received the highest score out of the three (3) proposals that were evaluated by the LAFD; and

WHEREAS, services to be provided by the Contractor are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, the City performed its Charter Section 1022 evaluation, and

determined that there are no City classifications that require personnel to be trained and certified in identifying, handling, transporting, and disposing of hazardous waste materials in accordance with local, State, and Federal regulations;

WHEREAS, the Parties wish to enter into this Agreement: (a) for a three (3) year term not to exceed \$700,000 for each contract year, for a contract amount not to exceed \$2,100,000, subject to the availability of funds, and (b) with the option to extend the term of the Agreement for up to one (1) three-year term not to exceed \$700,000 for each additional contract year, for a contract amount not to exceed \$2,100,000 for those three (3) additional contract years, subject to the availability of funds, for a maximum contract amount not to exceed \$4,200,000 for six (6) years.

NOW THEREFORE, in consideration of the above promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The Parties to this Agreement are:

- 1.1.1 City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 N. Main St., 18th Floor, Los Angeles, CA, 90012
- 1.1.2 Contractor – Ancon Marine dba Ancon Services, having its principal office at 10571 Los Alamitos Blvd., Los Alamitos, CA, 90720

1.2 Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- 1.2.1 The City's representatives are, unless otherwise stated in the Agreement:

Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, CA, 90012

With copies to:

Commanding Officer
Training and Support Bureau
Fire Facilities Section
Los Angeles Fire Department
201 N. Figueroa St., Suite 1250
Los Angeles, CA, 90012
Phone: (213) 202-3455
Email: lafdbldgadmin@lacity.org

And

CUPA Manager
Fire Prevention & Public Safety Bureau
Los Angeles Fire Department
200 N. Main St., Suite 1780
Los Angeles, CA 90012

- 1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Danny Carpentier, Account Manager
Ancon Marine dba Ancon Services
10571 Los Alamitos Blvd.
Los Alamitos, CA, 90720
Phone: 714-616-4623
Email: DannyCarpentier@anconservices.com

1.3 Formal Notices

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be provided as described in this Agreement, within five (5) business days of said change. As used in this section, "business days" shall refer to the days the City is open to the public for business.

2.0 TERM OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on July 1, 2027 and shall terminate on June 30, 2030, unless otherwise terminated earlier as provided in Section 6.0 – Suspension and Termination of this Agreement.

Nothing in this Agreement shall serve as a guarantee of a minimum or maximum number of emergency events, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by the Contractor.

2.2 Amendments

The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for up to one (1) three-year term, utilizing the amendment process described in Section PSC-4, Integrated Contract/Amendment, of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), attached hereto and incorporated herein as Attachment A. Any amendment to extend the term of this Agreement is contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.

2.3 Ratification

Due to the need for the services to be provided to continue the proper handling and disposal of hazardous materials from LAFD facilities, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed satisfactorily, in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 STATEMENT OF WORK

3.1 Statement of Work to be Performed

3.1.1 Contractor shall provide a full range of routine hazardous waste management services to the LAFD as described in Exhibit A, Statement of Work ("SOW"), attached hereto and incorporated herein. Services shall include, but are not limited to: sorting, recycling, treating, categorizing, performing sampling and analysis as needed, packaging, labeling, manifesting, transporting, and disposing of a wide variety of

collected hazardous waste from the Department's various facilities.

- 3.1.2 All work, tasks, and deliverables are subject to Department approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such deliverables(s) pursuant to Section 5.0 – Compensation and Method of Payment of this Agreement.
- 3.1.3 Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.
- 3.1.4 In the event that City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.0 – Amendments and Change Requests of this Agreement. Prior to performance of additional work, this Agreement shall be amended or a Project Change Authorization order shall be issued, whichever is appropriate, to include the additional work and payment therefor.
- 3.1.5 Contractor's performance of the work under this Agreement shall not interfere unnecessarily with the operation of LAFD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments shall be determined by mutual agreement of the Parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 7.0 – Amendments and Change Requests of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.0 PERSONNEL

4.1 Key Personnel

4.1.1 Project Manager

Contractor shall assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in hazardous waste management.

Contractor's Key Personnel are listed in Exhibit B – Contractor's Key Personnel, attached hereto and incorporated herein.

4.1.2 Staff Size

The size of the staff employed by Contractor in the performance of the services shall be kept consistent with Section 3.0 – Statement of Work and Exhibit A – Statement of Work.

4.1.3 Identification of Key Personnel

Key Contractor personnel to be assigned to this Agreement are identified in Exhibit B – Contractor's Key Personnel. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

- 4.1.4 City considers the services of Contractor's Key Personnel listed in Exhibit B – Contractor's Key Personnel essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in Exhibit B – Contractor's Key Personnel for any reason as its sole discretion. Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

4.2 Changes to Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Subcontractors

4.3.1 Subcontracts/Joint Participation Agreements

With prior written approval of City, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and City or any obligation on the part of City to pay, or to be responsible for the payment of, any sums to any subcontractors.

4.3.2 Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, City shall not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the terms of this Agreement.

4.4 Background Checks

To the extent permitted by applicable law, City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks. The City may request changes to Contractor personnel pursuant to Subsection 4.2 – Changes to Key Personnel of this Agreement in response to background check information, and the Contractor shall accommodate such request for personnel changes. Both Parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 10.0 – Confidentiality as permitted by applicable law.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City shall pay for Contractor for satisfactory services provided under this Agreement, in accordance with the fee schedule specified in Exhibit C – Fee Schedule, attached hereto and incorporated herein.

The City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s), and the City's obligation hereunder, is Seven Hundred Thousand Dollars (\$700,000) per contract year. If the City appropriates additional funds for this Agreement, the City payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the Parties. The Contractor shall not provide any services, goods or equipment, and the City shall not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Agreement.

5.2 Invoices

The Contractor shall provide invoices that detail the services performed and the total amount due. All invoices shall be submitted on the company's letterhead, along with the Contractor's remittance address to the appropriate Department entity listed below. The LAFD shall approve invoices for payment only after all services described are delivered to the satisfaction of the City, and upon presentation of a proper invoice from Contractor, which shall include the following information:

- Name and address of one of the following Los Angeles Fire Department entity as follows:

For invoices regarding the Certified Unified Program Agency (CUPA):

Royce Long, CUPA Manager, Fire Prevention & Public Safety
Bureau
Los Angeles Fire Department
200 N. Main St., Suite 1780
Los Angeles, CA 90012
Email: royce.Long@lacity.org

For non-CUPA invoices:

Commanding Officer
Training and Support Bureau
Fire Facilities Section
Los Angeles Fire Department
201 N. Figueroa St., Suite 1250
Los Angeles, CA, 90012
Email: lafdbldgadmin@lacity.org

- Date of invoice
- Invoice number
- Agreement number
- LAFD Pick-up location
- Date of Pick-up
- Description of services
- Amount of invoice

- 5.2.1 Invoices and supporting documentation shall be prepared at the expense and responsibility of Contractor. The City shall not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.
- 5.2.2 The City shall make payment to the Contractor for the services performed after receipt and approval of the invoices by the City's Representative or designee. The City shall not unreasonably withhold approval of the invoices. In the event any invoice is not approved, the City's Representative or designee shall immediately send a notice to the Contractor setting forth therein the reason(s) said invoice was not approved. Upon receipt of such notice, the Contractor may re-invoice the City for the accepted portion of the invoice or cure the defect identified in the notice from the City Representative or designee. The City shall pay the revised invoice as soon as practical after its submission. If the City's Representative or designee contests all or a portion of the invoice, the City's Representative or designee and the Contractor shall use their best efforts to resolve the disputed portion or portions of the invoice.
- 5.2.3 Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.
- 5.2.4 The Contractor shall notify the LAFD within 10 business days when 80% of the maximum compensation has been reached. Notice shall be sent to the address listed per this Agreement.

6.0 SUSPENSION AND TERMINATION

6.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

6.1.1 Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

6.1.2 Within five (5) business days, Contractor shall reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.

6.1.3 Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of the City.

6.2 Termination for Convenience

6.2.1 Either Party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

6.2.2 All completed deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.

6.2.3 In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed deliverables specified in this Agreement.

6.2.4 Upon termination, City shall compensate Contractor for any services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination or Contractor shall issue City a refund of any prepaid amounts on a prorated basis.

6.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach that specifies the failure of the Contractor to conform with the requirements of this Agreement. Contractor shall have ten (10) business days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach shall include a time and location for the individuals identified in Subsection 1.2 – Representatives of the Parties of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) business days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) business day timeframe, City may terminate this Agreement on two (2) business days' notice. If, after City has given notice of termination under the provisions of this Subsection 6.3 – Termination for Cause, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.2 – Termination for Convenience.

6.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) business days of such suspension or termination.

7.0 AMENDMENTS AND CHANGE REQUESTS

7.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment, utilizing the amendment process described in Section PSC-4, Integrated Contract/Amendment, of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), attached hereto and incorporated herein as Attachment A.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Agreement; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the Parties. If the Parties

are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 6.0 – Suspension and Termination above.

7.2 Change Requests

7.2.1 City Technical Change Request

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated in this Agreement and consistent with Section 3.0 – Statement of Work of this Agreement. A “change,” as that term is used in this Subsection 7.2 – Change Requests means technical or other adjustments made within Subsection 3.1 – Statement of Work to be Performed, and consistent with Section 3.0 – Statement of Work of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Subsection 5.1 – Compensation of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

7.2.2 Change Proposal

Within ten (10) calendar days following Contractor’s receipt of City’s written Change Request, Contractor shall prepare and deliver to City’s written statement that includes the following:

- 7.2.2.1 Total cost of the change;
- 7.2.2.2 Schedule impact of the change for current and subsequent deliverables;
- 7.2.2.3 Impact of the change on any other part of this Agreement;
- 7.2.2.4 Estimated California Sales Tax impact, if any;
- 7.2.2.5 The period of time for which such statement is valid, but not less than sixty (60) calendar days; and
- 7.2.2.6 City contract number and date of contract.

7.2.3 Method of Agreement to Changes

Upon approval of Contractor’s written statement for a

proposed change by City's authorized representatives as identified in Subsection 1.2 – Representatives of the Parties of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Exhibit D, attached hereto and incorporated herein, specifying the change to be made and all of the particulars set forth in Subsection 7.2 of this Agreement as mutually agreed upon, and this Agreement and all pertinent attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price for time and material services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 9.0 – Disputes of this Agreement.

8.0 SUCCESSORS AND ASSIGNS

8.1 Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement shall be assumed by and binding upon Contractor's successors and assigns.

8.2 Survival of Provisions

The provisions of this Section 8.0 – Successors and Assigns shall survive termination of this Agreement.

9.0 DISPUTES

9.1 Disputes

Both Parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of

the Los Angeles Administrative Code and Section 350 of the City of Los Angeles Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement.

10.0 CONFIDENTIALITY

10.1 Confidentiality of Department Information

Unless otherwise required by applicable law, all material that either Party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure ("Confidential Information") shall be protected by the receiving Party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing Party's Confidential Information as the receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either Party in any way it may deem appropriate. Nothing contained herein shall require either Party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither Party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving Party's possession without obligation of confidentiality, is independently developed by the receiving Party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient shall give the other Party prompt notice to allow such other Party a reasonable opportunity to obtain a protective order.

11.0 MISCELLANEOUS

11.1 Standard Provisions

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), attached hereto and incorporated herein as Attachment A.

11.2 Publicity/Case Studies

Contractor shall refer all inquiries from the news media to the Department, shall immediately contact the Department to inform the Department of the inquiry, and shall comply with the procedures of the Department's Community Liaison's Office regarding statements to the media relating to this Agreement or Contractor's services hereunder.

11.3 Non-Exclusive Agreement

The City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAFD, and that the City or the LAFD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

11.4 Order of Precedence

This Agreement, and any attachments, exhibits or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows:

- 1) Agreement between the City of Los Angeles and Ancon Marine dba Ancon Services
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])
- 3) Exhibit A – Statement of Work
- 4) Exhibit B – Contractor's Key Personnel
- 5) Exhibit C – Fee Schedule
- 6) Exhibit D – Project Change Authorization

11.5 Entire Agreement

This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the full and complete Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. Any changes to this Agreement shall be in a written amendment, signed by the duly authorized representatives of both Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. The Parties acknowledge that they have read and understand the Agreement and had an opportunity to consult with counsel of their

choosing. Neither Party shall be deemed the drafter of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

11.6 Counterparts/Number of Pages

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes seventeen (17) pages, one (1) Attachment, and four (4) Exhibits.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES,
a Municipal Corporation**

**ANCON MARINE DBA ANCON
SERVICES, a California Corporation**

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

By: _____
Jaime E. Moore
Fire Chief
Los Angeles Fire Department

By: _____
Blake Hardin
Chief Executive Officer

Date: _____

Date: _____

**APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney**

By: _____
Justin Hardin
Secretary

By: _____
Stephanie Cao
Deputy City Attorney

Date: _____

Date: _____

**ATTEST:
PATRICE Y. LATTIMORE, City Clerk**

By: _____
Deputy City Clerk

Date: _____

Agreement No. _____

*Approved signature methods for California corporations:
A. Two signatures: one the Chairman of the Board of Directors, President, or Vice President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

Or

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

ATTACHMENT A

**Standard Provisions for City Contracts
(Rev. 5/26 [v.1])**

STANDARD PROVISIONS FOR CITY CONTRACTS
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. TIME OF EFFECTIVENESS

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

- C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and
- D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

At **CITY's** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon delivery of the notice of suspension in accordance with the Contract, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-8. TERMINATION

A. Termination for Convenience

CITY may terminate this Contract for **CITY's** convenience at any time by providing **CONTRACTOR** notice in Writing, which shall include the effective date of termination. Upon delivery of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination, provided that such amounts are approved, in Writing, by **CITY** in advance of the work being performed. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR's** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and **CONTRACTOR's** obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY's** requirements and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.
3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

- c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract by operation of law or otherwise, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for **CONTRACTOR's** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR's** performance of this Contract.

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY's** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 et seq. and any successor sections.

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY's** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

“City Data” means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY’s** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

“Contractor Materials” means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

“Data Breach” means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

“De-Identified Data” means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

“Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

“Security Incident” means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

“Subprocessor” means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

- A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY’s** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.
- B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a “Work Product”; collectively, “Work Products”), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY’s** ownership of rights provided herein.
- C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY’s** contractors and service providers acting on **CITY’s** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.
- D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

- E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.
- F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY**.
- G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.
- H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

- A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.
- B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

- C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.
- D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.
- E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.
- F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

- G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.
- H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

- I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.
- J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.
- K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

- A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.
- B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

- C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.
- D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.
- E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR's** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY's** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY**.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, including the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

Standard Provisions for City Contracts (5/26 [v.1])

- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.
- D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY**, comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

CONTRACTOR understands that **CITY** is expressly relying upon these certifications and representations as a material condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at <https://www.rampla.org>, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR's** principals, and **CONTRACTOR's** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve (12) months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-33. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act (“FACTA”), and the then-current Payment Card Industry Data Security Standards (“PCI DSS”). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax at its own expense. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require 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 it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Ancon Marine DBA Ancon ServicesDate: May 8, 2026Agreement/Reference: Hazardous Waste Management Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ Workers' Compensation (WC) and Employer's Liability (EL)

WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability At least \$2 million aggregate coverage; City of Los Angeles must be named as an additional i

1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

✓ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

✓ Pollution Liability

2,000,000☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: Submitted to Lauren Nakasuji @ LAFD; May 8, 2026

****Automobile Liability insurance must provide coverage for any occurrence arising from the transport of the hazardous waste materials**

****Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

EXHIBIT A

Statement of Work

**ANCON MARINE DBA ANCON SERVICES (ANCON MARINE)
STATEMENT OF WORK**

I. STATEMENT OF WORK

Nothing in this Statement of Work will serve as a guarantee of a minimum or maximum number of collection incidents, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by Ancon Marine. (hereinafter referred to as "Contractor").

A. ROUTINE RESPONSE CAPABILITY

The routine response Contractor will maintain response capability including necessary personnel; operate necessary response vehicles and maintain necessary equipment and supplies. The Contractor will maintain the capability to perform on-site hazard categorization ("hazcatting") of unknown wastes when requested by the Los Angeles Fire Department (LAFD) representatives at a hazardous waste response site. The Contractor will maintain in-house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The Contractor will maintain in-house or subcontract the capability to perform sampling and analysis of unknown substances at locations within City boundaries when requested by LAFD representatives. The Contractor will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the Contractor will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The LAFD reserves the right to submit to the Contractor a list of approved Subcontractors for use in handling and managing the LAFD's hazardous waste. The Contractor will provide no more than 30% of the dollar volume of work done under this contract, exclusive of Treatment, Storage, And Disposal Facility (TSDF) Services, through Subcontractors. Contractor must perform no less than 70% of the work.

B. EMERGENCY RESPONSE CAPABILITY

The emergency response Contractor will maintain emergency response capability, including necessary personnel; retain and operate emergency response vehicles and maintain necessary equipment and supplies. The Contractor will maintain the capability to perform on-site hazard categorization ("hazcatting") of unknown wastes when requested by LAFD representatives at a hazardous waste response site. The Contractor will maintain in-house or subcontract the capability to perform sampling and analysis of unknown substances at locations within City boundaries when requested by LAFD representatives. The Contractor will maintain in-

house or subcontract the capability to perform confined space entry and cleanup in legally regulated confined space enclosures. The Contractor will maintain in-house or subcontract the capability to perform two-hour in-lab testing for asbestos in waste samples. Also, the Contractor will maintain in-house or subcontract the capability for deploying heavy equipment and operating personnel. The LAFD reserves the right to submit to the Contractor a list of approved Subcontractors for use in handling and managing the LAFD's hazardous waste. The Contractor will provide no more than 30% of the dollar volume of work done under this contract, exclusive of TSDF Services, through Subcontractors. Contractor must perform no less than 70% of the work.

C. CONTACT PHONE NUMBERS, BASE STATIONS, DEPLOYMENT AND RESPONSE TIME FOR ROUTINE SERVICES

The routine response Contractor is responsible for maintaining a 24-hour contact number and facsimile (FAX) number where the LAFD can request service and/or leave messages. The Contractor will return the call and/or acknowledge receipt of the message within twenty-four (24) hours (excluding Saturday, Sunday, and holidays, when the Contractor will acknowledge the message or phone call the first business day after the initial contact) of being contacted by the LAFD. The routine contact phone number is as follows.

ROUTINE CONTACT

Ancon Marine
Los Alamitos, CA

(714) 616-4623

(General Dispatch – staffed 24 hours per day, 365 days per year)

General Dispatch will contact a local supervisor that is on 24-hour call.

The Contractor will maintain the primary Routine Response Base Station within 50 miles of Los Angeles downtown City Hall. Contractor will maintain adequate staff and subcontract capability to contain and clean up all sites for which the Contractor is called out. The Contractor's Base Station is as follows:

BASE STATION

Signal Hill
2763 St Louis Ave
Signal Hill, CA 90755

The Contractor will provide requested service within seven (7) calendar days of the initial request by the LAFD, except as specifically noted

elsewhere in the Agreement. Exceptions to this requirement will be requested in writing by the Contractor within forty-eight (48) hours of the initial request from the LAFD.

D. CONTACT PHONE NUMBERS, BASE STATIONS, AND DEPLOYMENT FOR EMERGENCY RESPONSE

The Contractor will maintain a continuously staffed 24-hour, seven-days-a-week emergency response phone number for the use of LAFD personnel. LAFD personnel will notify the Contractor, and authorize the start of work, by phone at the number(s) listed below. The Contractor will maintain the primary Emergency Response Base Station within 50 miles of Los Angeles downtown City Hall. In addition, emergency response crews must be capable of being deployed from their Base Stations and arriving at locations within City boundaries within one hour of notification by LAFD personnel. For illicit drug laboratory or drug chemical storage location response outside of the City, emergency response crews must be capable of being deployed from their base stations within one hour and arrival at the scene may not exceed normal driving time to the location by more than one hour. The Contractor will maintain the capability to dispatch multiple response teams to assure response within the deployment and arrival time requirements specified herein. Contractor will maintain adequate staff and subcontract capability to contain and clean up all sites for which the Contractor is called out.

The Emergency Response contact phone number is as follows:

EMERGENCY CONTACT

Ancon Marine
Los Alamitos, CA

(800) 556-9090

(General Dispatch – staffed 24 hours per day, 365 days per year)

General Dispatch will contact a local supervisor that is on 24-hours call.

The Contractors Base Station is as follows:

BASE STATION

Ancon Marine
2763 St Louis Ave
Signal Hill, CA 90755

E. TREATMENT, STORAGE, AND DISPOSAL FACILITY (TSDF) CLOSURE PLAN

If the Contractor or Contractor's parent corporation owns any of the TSDFs utilized, a copy of the TSDF closure plan will be submitted upon the LAFD's request.

F. INVOICE PACKAGES

The Contractor will provide original, accurate, and easy-to-understand invoice packages. Invoices must include, a copy of the task order, both regular and overtime labor rates by category or position description for travel, clean-up, loading or material onto transport vehicles, pumping, labelling, report preparation, and other necessary costs for responses requested by the LAFD. Field documentation for invoice charges will be prepared in such a manner that travel time, on-site time, and other distinct categories of activity can be easily distinguished. Invoices must also include a listing and cost of all equipment rented and/or consumed, as well as actual TSDF and Subcontractor fees charged to the Contractor. Copies of actual TSDF, Subcontractor, and rental invoice(s) must accompany the Contractor's invoice to the LAFD. The Contractor will also submit a Subcontractor Utilization Report (Schedule B) indicating the amount invoiced by each Subcontractor and the invoiced amounts paid to date to each firm. The LAFD must be notified within 30 days whenever a job position description covered by this agreement is changed. Invoices must be submitted to the Division requesting the provided services.

G. WASTE MANAGEMENT

The Contractor will manage, or provide Subcontractor management, of any type and/or quantity of hazardous material or hazardous waste which the LAFD offers or requests disposal of, including asbestos-containing waste, compressed gas cylinders, radioactive waste, explosives, human waste, and bio-hazardous waste. The Contractor will combine like waste-streams, to the extent allowable by all governing laws and regulations, and effect the packaging thereof, by optimizing the use of containers in which the wastes will be transported, stored or disposed. The LAFD may request that the Contractor store hazardous materials for future disposition, including hazardous wastes and hazardous materials which may be used as evidence in a court of law. The LAFD will not pay storage charges for waste which the Contractor is storing incidental to further management, unless the LAFD has specifically requested the storage.

H. STORAGE AND DISPOSAL

The Contractor will provide the recycling, treatment, disposal and/or storage of hazardous wastes and hazardous court evidence picked up by the LAFD or acquired or generated by other LAFD activities. The LAFD reserves the right to determine the need for emergency response. All hazardous waste, unless otherwise directed, will be managed according to the Waste Management Hierarchy of source reduction, recycling, fuel blending, neutralization/treatment, incineration, and then landfill. The LAFD requires the recycling of hazardous waste whenever it is feasible. Materials currently targeted for recycling include, but are not limited to, latex paint, motor oil, oil filters, antifreeze, lead-acid batteries, household batteries, high intensity discharge lights and fluorescent lights. Other materials should be considered for recycling as technologies and/or markets develop. The LAFD reserves the right to reject the use of a specific management method or treatment process for a particular waste stream if deemed appropriate by LAPD officials. Management or disposal, unless otherwise directed by the LAFD, is to be at the most economical approved permitted TSDF, preferably within the State of California, which is able to dispose of each waste according to the LAFD Waste Management Hierarchy, taking into consideration both hauling and disposal facility fees.

I. FACILITY LIST

The Contractor will provide facility lists which specify the names and locations of the TSDFs used. Likewise, a local licensed TSDF storage location must be identified within 100 miles of Los Angeles City Hall, 200 N. Spring Street, Los Angeles, 90012. The LAFD has the authority to (1) approve a TSDF on the basis of the most beneficial management of its hazardous waste rather than on a purely economic basis, and (2) direct waste to that TSDF as deemed appropriate by LAFD representatives. The LAFD reserves the right to submit to the Contractor a list of approved TSDFs and disposal practices for use in managing the LAFD's hazardous waste. The LAFD also reserves the right to reject the use of a TSDF if a site visit reveals unacceptable practices, or if there is proof of permit violations or serious enforcement action against it, or if the site is out-of-state and a comparable site is available in California.

J. WASTE MANAGEMENT FEES

TSDF waste management services will be invoiced at the rates indicated in Exhibit C – Fee Schedule. No profiling fee, profile review fee, rush approval fee, TSDF waste acceptance fee or other similar fees will be charged to the LAFD. It will be the responsibility of the Contractor to negotiate waiver of this type of fee with TSDFs utilized. If the LAFD offers

for management waste which is not listed in Exhibit C – Fee Schedule, the Contractor will invoice the LAFD according to one of the following two methods:

1. If the waste is similar to a waste which is listed Exhibit C – Fee Schedule (same hazard class, similar chemical and/or physical properties), and the listed waste and unlisted waste are managed by the same process, then the Contractor will invoice the LAFD at the rate charged to manage the listed waste.
2. If the waste is not similar to a listed waste, or will be managed in a way which is significantly different than a listed waste, the Contractor will invoice the LAFD for the actual cost plus the percentage indicated in the Exhibit C – Fee Schedule, Subcontract Items and Services Mark-up.

K. QUARTERLY WASTE MANGEMENT REPORT

The Contractor will submit to the LAFD invoice contact, as detailed in Section II (F) of this Statement of Work, a Waste Management Report once per quarter. The report will be divided into sections so each section will contain information concerning the LAFD/Bureau ordering work for the LAFD, which has had waste managed by the Contractor. Each section will be further subdivided into subsections for each primary TSDF utilized by the Contractor. The charge for each quarterly Waste Management Report is contained in the Exhibit C – Fee Schedule. Each drum, bin, container or tank of waste will be listed on the reports until such time that the waste has been ultimately managed and completed information reported. The report will be in tabular form, and provide a record of the waste's management from the date first manifested for transportation to final management, including the information described below for each drum, bin, container, or tank of waste:

3. The date the waste was first manifested.
4. The Uniform Hazardous Waste Manifest (manifest) number and manifest line number for each container shipped.
5. The date each container was received by the primary TSDF.
6. The drum, bin, or tank number the waste was stored in or transferred to.
7. The transfer manifest number, EPA I.D. number and name of any secondary TSD facility to which the waste was shipped.

8. The date the waste was shipped to and received by the secondary facility.
9. The date that the secondary facility recycled, destroyed, or otherwise managed the waste, and the method by which the waste was managed.
10. If the waste is transferred to another facility, the Contractor will track the waste to its final disposal facility.

Quarterly Waste Management Reports will be compiled for the periods January through March, April through June, July through September, and October through December each year and will be due 45 calendar days after the end of the quarter.

L. WASTE CONTAINERS

The Contractor's waste containers must meet U.S. Department of Transportation (DOT) and/or United Nations Performance-Oriented Packaging Standards specifications, as required, and all applicable standards. The transporter must carry the Emergency Response Guidebook in each vehicle used to transport waste.

M. AUTHORIZATIONS

The LAFD may authorize the Contractor to complete all required paperwork to transport the hazardous waste. If a TSDF does not accept a waste being transported for management or if there are any discrepancies listed in the manifest, then the transporter will immediately call the LAFD representative who requested the service and not dispose of the waste until instructed by the LAFD.

N. RESPONSE SPECIFICATION

The LAFD reserves the right to specify the types and use of materials, such as adsorbents, diking materials, containment devices, pumps, or other material handling and spill control equipment. The LAFD also reserves the right to specify the number and position of employees utilized pursuant to this agreement.

O. LIQUIDATED DAMAGES

The Contractor's first response must arrive on site within the time agreed on the LAFD. If the Contractor fails to do so within the agreed upon time, the parties agree that the sum of \$300 per hour for each whole hour of

delay for each situation will be fixed as liquidated damages and not as a penalty or forfeiture for breach.

II. COMPENSATION, INVOICING, AND PAYMENT

Contractor-supplied labor and equipment will be charged as follows:

A. PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE for response personnel will be charged on the basis of protection level and the number of sets of PPE that are actually used. For example, when one set of PPE is used all day on multiple responses, it will be charged as one set rather than multiple sets.

B. HOURLY CHARGES

Hourly charges for Contractor-supplied labor and equipment will be limited to charges for on-site time as defined in Contract Definitions and to charges for mobilization and demobilization as provided below in Section II.C. of this Statement of Work. The rates in Exhibit C – Fee Schedule showing Contractor unit rate and subcontract mark-up charges will apply.

C. MOBILIZATION AND DEMOBILIZATION

Contractor mobilization and demobilization, including travel time not included in on-site time, will be paid up to a maximum of one hour per day for mobilization and one hour per day for demobilization with the exceptions provided below.

Routine Services

1. If the Contractor is called on to provide additional routine response services on the same day that a Contractor crew has been previously released by the LAFD and the crew has returned to the Contractor's base station, then an additional set of mobilization and demobilization charges may be invoiced.
2. If an additional crew is mobilized at the request to the LAFD, then an additional set of mobilization and demobilization charges may be invoiced for the additional crew.
3. When response services are requested outside the boundaries of the LAFD, one hour plus one hour for each fifty miles traveled directly to the site may be invoiced for mobilization, and one hour plus one hour for each fifty miles traveled returning directly from the site may be charged for demobilization.

Emergency Response Services

1. If the Contractor is called on to provide additional emergency response services on the same day that a Contractor crew has been previously released by the LAFD and the crew has returned to the Contractor's base station, then an additional set of mobilization and demobilization charges may be invoiced.
2. If an additional crew is mobilized at the request of the LAFD, then an additional set of mobilization and demobilization charges may be invoiced for the additional crew.
3. When the Contractor is contacted after business hours to provide emergency response services, two hours for mobilization and one hour for demobilization time may be charged, unless immediate mobilization is requested and the E/R crew arrives more than two and one-half hours after the Contractor is contacted, in which case one hour for mobilization and one hour for demobilization may be charged.
4. When response services are requested outside the boundaries of the LAFD, one hour plus one hour for each fifty miles traveled directly to the site may be invoiced for mobilization, and one hour plus one hour for each fifty miles traveled returning directly from the site may be charged for demobilization.

D. ITEMIZED CHARGES

Itemized charges for Contractor-provided supplies will be invoiced according to Exhibit C – Fee Schedule.

E. SUBCONTRACT CHARGES

Subcontract labor and equipment will be charged at the Contractor's cost plus a percentage as provided in Exhibit C – Fee Schedule. Minimum hour charges (e.g., a four-hour minimum) will be paid for subcontract services only if approved in advance by the office ordering the work.

F. INVOICE SUBMISSION AND REVIEW

Invoices will be submitted to the LAFD within sixty (60) days from the performance of the individual routine response. In an effort to obtain accurate invoices in a timely manner, the LAFD will penalize the Contractor for the late submittal of invoices. Invoices submitted after (60)

days and prior to one hundred twenty (120) days will receive a two (2) percent deduction. Invoices submitted after one hundred twenty (120) days and before one hundred eighty (180) days will receive a five (5) percent deduction. Invoices submitted after one hundred eighty (180) days will receive a ten (10) percent deduction. The LAFD will be obligated to pay said invoices at the reduced amounts. If any errors or inaccuracies in the invoices are detected by the LAFD during the review period, the clock will stop and will be restarted, without resetting, upon receipt of the corrected invoice. Payments will be made upon the submission of a complete and accurate invoice to the LAFD Bureau which ordered the individual waste response.

The LAFD makes no commitment to fund this Agreement beyond the terms set herein.

G. SUPPORT DOCUMENT

When submitting requests for payment, all invoices must include all supporting documents. The average time from receipt of invoice and required support documentation (i.e., copies of field activity log, TSDF copy of manifest, TSDF and Subcontractor invoices, etc.) by the LAFD for payment is 90 days. At the discretion of the individual LAFD Contract Manager, proof of payment of Subcontractors used on the job may be required as part of the Contractor's request for payment.

H. COMPENSATION AND PAYMENT

Rate schedule will be in accordance with the rates as outlined in Exhibit C – Fee Schedule and will be applicable to both Routine and Emergency Services.

EXHIBIT B

Contractor's Key Personnel

ANCON MARINE KEY PERSONNEL

Salvador Torres
Operations Manager
562-391-5465
SalvadorT@anconservices.com

Danny Carpentier
Account Manager
714-616-4623
DannyCarpentier@anconservices.com

Travis Pereiras
Director of Operations
562-371-5806
travisp@anconservices.com

Carlos Uribe
Regional Technical Contact
619-922-5166
CarlosU@anconservices.com

Eric Salcido
LA Dispatch
840-217-6662
erics@anconservices.com

24/7/365 Emergency Response: 800-556-9090

EXHIBIT C

Fee Schedule

TASK 1: LABOR, TRAVEL, SUPPLIES, DISPOSAL**LABOR*****2 Hour Min Per Stop and a 15% Fuel/Energy Fee Applies**

Description	Quantity	Hourly Rate	Hours	Price
Chemist	1 Stop	\$105	0	\$0.00
Driver	1 Stop	\$65	2	\$130.00
Box Truck	1 Stop	\$55	2	\$110.00
Pickup Van/Car/Crew Cab	1 Stop	\$55	0	\$
Supply Van	1 Stop	\$55	0	
				15% Fuel/Energy Fee Applies \$36.00
			Total	\$276.00

*Pricing estimate for a single waste pickup of 1-55 gallon closed top steel drum (motor oil), 1-30 gallon closed top poly drum (cooking oil) and 1-30 gallon open top poly drum (oil filters)

SUPPLIES AND EQUIPMENT*

Description	Quantity	Unit Cost	Price
30-gallon Poly Drum (open top)	1	\$55.00	\$55.00
30-gallon Poly Drum (closed top)	1	\$55.00	\$55.00
55-gallon Steel Drum (closed top)	1	\$65.00	\$65.00
Hazardous Waste Labels	3	\$0.00	\$0.00
Vermiculite	0	\$45.00	
			15% Fuel/Energy Fee Applies \$26.25
		Total	\$201.25

*Pricing estimate for a single waste pickup of 1-55 gallon closed top steel drum (motor oil), 1-30 gallon closed top poly drum (cooking oil) and 1-30 gallon open top poly drum (oil filters)

TRANSPORTATION*

Dispatch Location	Description	Quantity	Unit Cost	Price
	5-gallon drum	0	No Charge	0
	10-gallon drum	0	No Charge	0
	15-gallon drum	0	No Charge	0
	20-gallon drum	0	No Charge	0
	30-gallon drum	2	No Charge	0
	55-gallon drum	1	No Charge	0
	85-gallon drum	0	No Charge	0
		Total		\$0.00

*Pricing estimate for a single waste pickup of 1-55 gallon closed top steel drum (motor oil), 1-30 gallon closed top poly drum (cooking oil) and 1-30 gallon open top poly drum (oil filters)

DISPOSAL

Waste Description	Profile/Waste Code	Quantity	Amount	Price
Cooking Oil		110	30 gallons	\$135 x's 110 = \$14,850.00
Motor Oil		110	55 gallons	\$155 x's 110 = \$17,050.00
Oil Filters		110	30 gallons	\$135 x's 110 = \$14,850.00
Sharps		9	55 gallons	\$55 x's 9 = \$495.00
Oil Rags		1	55 gallons	\$155 x's 1 = \$155.00
Brake Fluid		1	55 gallons	\$155 x's 1 = \$155.00
Anti-Freeze		3	55 gallons	\$155 x's 3 = \$465.00
				15% Fuel/Energy Fee Applies \$7,203.00
		Total		\$55,223

TASK 2: EMERGENCY RESPONSE**RESPONSE TIME***

Non-Emergency Response Time	1-7 days
Emergency Response Time	3 hrs

*Specify the number of hours or days it will take to respond to a request for non-emergency and emergency service

LABOR*

Description	Emergency Hourly Rate (During Business Hours)	Emergency Hourly Rate (After Hours)
Chemist	150	225
Driver	95	145
Box Truck	95	145
Pickup Van/Car/Crew Cab	75	115
Supply Van	75	115
		15% Fuel/Energy Fee Applies

*For hours up to non-emergency response time. Include any additional relevant personnel or equipment.

TASK 3: SUBCONTRACTORS**SUBCONTRACTOR MARK-UP**

Subcontractor Mark-up Percentage	30%
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Code	1. FLAMMABLES & POISONS	REGULAR PICK UP								Emergency Pick Up							
		COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
REDSLPSTD	Flammable Liquid	\$230	\$320	\$320	\$320	\$350	\$724			\$230	\$320	\$320	\$320	\$350	\$724		
3800	Flammable Liquid, Bulked PRR 3800	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57
3800	Flammable Liquid, Poison --	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57
3828	Flammable Solid 55-NTE 100 LB / 30-NTE 76 LB / 20-15-NTE 50 LB / 5-NTE 36 LB / CYB-NTE 200 LB --- Overage at \$2.47/lb	99	135	135	135	207	267	442	\$585	99	135	135	135	207	267	442	\$585
3820	Flammable Solid with Asbestos 55-NTE 100 LB / 30-NTE 76 LB / 15-NTE 50 LB / 5-NTE 36 LB / CYB-NTE 200 LB --- Overage at \$2.47/lb	99	135	135	135	207	267	442	\$585	99	135	135	135	207	267	442	\$585
	Paint/Roll-off Box																
H2H	Paint, Bulked, Solids/Sludge, Latex (Non-recyclable)	145	145	145	145	175	175	205	448/tote	145	145	145	145	175	175	205	448/tote
3FCPL	Paint, Lab/Loose Pack 55-NTE 230 LB / 30-NTE 186 LB / 15-NTE 110 LB / 5-NTE 50 LB / CYB-NTE 340 LB	231	387	387	387	480	606	795	975/CYB	231	387	387	387	480	606	795	975/CYB
0001CP	Paint, Latex/Cubic Yard Box								564/CYB								564/CYB
2913	Paint, Oil Based/Cubic Yard Box -CYB-NTE 340 LB								975/CYB								975/CYB
3800	Poison Liquid, Flammable	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57
3800	Poison Liquid	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57
7010	Poison Solid	177	355	355	355	465	612	787	2596/CYB	177	355	355	355	465	612	787	2596/CYB
DXLP RXN	Cyanide Compounds	362	407	407	407	470	900			362	407	407	407	470	900		
RE-LCHG4	Mercury Compounds	1697	3385	3385	3385	4234	5645			1697	3385	3385	3385	4234	5645		
DXLP RXN	Spontaneously Combustible Compounds	362	407	407	407	470	900			362	407	407	407	470	900		
DXLP RXN	Water Reactive Compounds	362	407	407	407	470	900			362	407	407	407	470	900		
	Ammunition, Small Arms								Quote for Approval (QFA)								QFA
	Smokeless Powder								QFA								QFA
		Regular								Emergency							
Code	2. CORROSIVES	COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
CCS	Acid, Inorganic, Liquid	257	257	257	257	320	420	755	1473/CYB	257	257	257	257	320	420	755	1473/CYB
CCS	Acid, Inorganic, Solid	257	257	257	257	320	420	755	1473/CYB	257	257	257	257	320	420	755	1473/CYB
7701	Acid, Organic, Liquid	120	220	220	220	320	585			120	220	220	220	320	585		
7712	Acid, Organic, Solid	180	288	288	288	446	603			180	288	288	288	446	603		
CCS	Caustic, Inorganic, Liquid	257	257	257	257	320	420	755	1473/CYB	257	257	257	257	320	420	755	1473/CYB
CCS	Caustic, Inorganic, Solid	257	257	257	257	320	420	755	1473/CYB	257	257	257	257	320	420	755	1473/CYB
7701	Caustic, Organic, Liquid	120	220	220	220	320	585			120	220	220	220	320	585		
7712	Caustic, Organic, Solid	180	288	288	288	446	603			180	288	288	288	446	603		
		Regular								Emergency							
Code	3. OXIDIZERS	COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
REDSLPOX	Organic Peroxides	340	410	410	410	470	724			340	410	410	410	470	724		
B28	Oxidizer, Acidic, Liquid	365	547	547	547	690	915			365	547	547	547	690	915		
CAX	Oxidizer, Acidic, Solid	545	870	870	870	1250	1452	1120	5093/CYB	545	870	870	870	1250	1452	1120	5093/CYB
B28	Oxidizer, Caustic Liquid	365	547	547	547	690	915			365	547	547	547	690	915		
CAX	Oxidizer, Caustic Solid	545	870	870	870	1250	1452	1120	5093/CYB	545	870	870	870	1250	1452	1120	5093/CYB
B28	Oxidizer, Neutral, Liquid	365	547	547	547	690	915			365	547	547	547	690	915		
CAX	Oxidizer, Neutral, Solid	545	870	870	870	1250	1452	1120	5093/CYB	545	870	870	870	1250	1452	1120	5093/CYB

Code	4. PCB CONTAINING	Regular								Emergency							
		COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
REDSLPOX	Organic Peroxides	340	410	410	410	470	724			340	410	410	410	470	724		
B28	Oxidizer, Acidic, Liquid	365	547	547	547	690	915			365	547	547	547	690	915		
CAX	Oxidizer, Acidic, Solid	545	870	870	870	1250	1452	1120	5093/CYB	545	870	870	870	1250	1452	1120	5093/CYB
B28	Oxidizer, Caustic Liquid	365	547	547	547	690	915			365	547	547	547	690	915		
CAX	Oxidizer, Caustic Solid	545	870	870	870	1250	1452	1120	5093/CYB	545	870	870	870	1250	1452	1120	5093/CYB
Code	5. AEROSOLS	Regular								Emergency							
		COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
2107	Aerosol Can, Flammable 55-NTE 100 LB / 30-NTE 71 LB / 15-NTE 42 LB / 5-NTE 25 LB	99	150	150	150	250	350		\$3.75/lb	99	150	150	150	250	350		
LCCRQ	Aerosol Can, Corrosive 55-NTE 350 LB / 5-NTE 58 LB	345					720		\$4.20/lb	345					720		\$4.20/lb
LCCRQ	Aerosol Can, Poison 55-NTE 350 LB / 5-NTE 58 LB	345					720		\$4.20/lb	345					720		\$4.20/lb
LCCRQ	Aerosol Can, Unsegregated (mixed) 55-NTE 350 LB / 5-NTE 58 LB	345					720		\$4.20/lb	345					720		\$4.20/lb
Code	6. RECLAIMABLE	Regular								Emergency							
		COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
E0001	Antifreeze	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
KB	Batteries, Recyclable (i.e., Ni-Cad) (Notes - C)								\$6.30/lb								\$6.30/lb
KB	Battery, Lead Acid								1.25/lb								1.25/lb
LR	Fluorescent Light, Straight Tube								1.25/lb								1.25/lb
LR	Fluorescent Light, U - Tube								5.45/lb								5.45/lb
LR	Fluorescent Light, with Built-in-Starter Ballasts								5.45/lb								5.45/lb
LR	High Intensity Discharge (HID) Lamps								5.45/lb								5.45/lb
E0001	Latex Paint Solids/Sludge, Bulkied for Recycling	145	145	145	145	175	175	225	448/tote	145	145	145	145	175	175	225	448/tote
E0001	Latex Paint, Bulkied, for Reprocessing	145	145	145	145	175	175	225	448/tote	145	145	145	145	175	175	225	448/tote
LCHG4	Mercury, Metallic	1697	3385	3385	3385	4233	5644			1697	3385	3385	3385	4233	5644		
E0001	Motor Oil	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
E0002	Oil Filters	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
E0001	Brake Fluid	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
2107	Brake Spray	99	150	150	150	250	350			99	150	150	150	250	350		
LCCRQ	Carb Spray	345					720		\$4.20/lb	345					720		\$4.20/lb
E0002	Trans Filters	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
3820	Fuel Filters 55-NTE 100 LB / 30-NTE 76 LB / 15-NTE 50 LB / 5-NTE 36 LB / CYB-NTE 200 LB --- Overage at \$2.47/lb	99	135	135	135	207	267	442	585/CYB	99	135	135	135	207	267	442	585/CYB
3800	Used Paint Gun solvents	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57	\$98	\$117	\$117	\$117	\$147	\$157	\$335	\$2.57
3820	Spray booth filters 55-NTE 100 LB / 30-NTE 76 LB / 15-NTE 50 LB / 5-NTE 36 LB / CYB-NTE 200 LB --- Overage at \$2.47/lb	99	135	135	135	207	267	442	585/CYB	99	135	135	135	207	267	442	585/CYB
S0004	Propane Cylinders, 5-gal Capacity or Smaller								50/CYL								50/CYL
S0004	Propane Cylinders, 5-gal Capacity or Smaller								50/CYL								50/CYL
S0003	Propane Cylinders, Larger than 5-gal Capacity								75/CYL								75/CYL
S0003	Propane Cylinders, Larger than 5-gal Capacity								75/CYL								75/CYL

Code	7. OTHER	Regular								Emergency							
		COST PER CONTAINER SIZE								COST PER CONTAINER SIZE							
		5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other	5 gal	10 gal	15 gal	20 gal	30 gal	55 gal	85 gal	Other
AES04	Fire Fighting Foam (AFFF)	235	325	325	325	380	425	540	1242/tote	235	325	325	325	380	425	540	1242/tote
KB	Battery, Household, Non-Recyclable								6.30/lb								6.30/lb
Medical	Medical/Biohazardous Waste 5-85gal NTE 50lbs & 105lbs/96gal- Overage billed at \$0.95/lb	55	55	55	55	55	55	95	120/96gal	55	55	55	55	55	55	95	120/96gal
E0001	Non-RCRA Liquid	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
E0002	Non-RCRA Solid	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
E0001	Environmentally Hazardous Liquid	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
E0002	Environmentally Hazardous Solid	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
7011	Other Class 9 Liquids	180	355	355	355	465	612	787	2596/CYB	180	355	355	355	465	612	787	2596/CYB
7010	Other Class 9 Solids	180	355	355	355	465	612	787	2596/CYB	180	355	355	355	465	612	787	2596/CYB
Medical	Medicines, Liquid NTE 50lb/43g & 105lb/96g - Overage at \$2.65/lb								75/43g & 185/96g								75/38g & 185/96g
Medical	Medicines, Solid NTE 50lb/43g & 105lb/96g - Overage at \$2.65/lb								75/43g & 185/96g								75/38g & 185/96g
2000	Low BTU Organic Liquid	128	226	226	226	335	365	540		128	226	226	226	335	365	540	
E0001	Specification Oil & Water (mixture)	115	115	115	115	135	155	225	\$1.24/G	115	115	115	115	135	155	225	\$1.24/G
1HFS	Organic Liquid with Halogens	606	785	785	785	1093	1809			606	785	785	785	1093	1809		
IFLHB	Peroxide Forming Solvents for Fuel Blending	105	120	120	120	135	155			105	120	120	120	135	155		
1HFS	Special Handling Halogenated Organics	606	785	785	785	1093	1809			606	785	785	785	1093	1809		
3801	Liquid Fuel with Solids	105	200	200	200	225	245	420		105	200	200	200	225	245	420	
E0002	Crushed Empty Container	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
N/A	Empty Drums	15	20	20	20	25	25	25		15	20	20	20	25	25	25	
N/A	Trash Box, Non Hazardous Waste Disposal	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
N/A	Trash Box, Non Hazardous Waste Recycling	115	115	115	115	135	155	225	575/CYB	115	115	115	115	135	155	225	575/CYB
N/A	CERS Inspections (The rate includes: onsite inspection reports, corrections & recommendations, and hazardous material business plan submitted through the CERS portal)								\$595/site								\$595/site
N/A	Spill Kits								Cost + 30%								Cost + 30%
N/A	Containment Shed (for 2-55gal drums and 1-30gal drum)								Cost + 30%								Cost + 30%
N/A	Parts Cleaner								Quote for Approval (QFA)								QFA
N/A	Other Waste Not Listed								QFA								QFA
N/A	Any other activities or costs								QFA / 15% Fuel/ Energy Fee								QFA / 15% Fuel/ Energy Fee
N/A	SUBCONTRACTED Services or Supplies								Cost + 30%								Cost + 30%
Code	8. CLARIFIER PUMP OUT AND CLEAN UP	Regular				Emergency											
		COST															
N/A	Tractor w/Vacuum Trailer with Driver	110				165											
N/A	PPED1 Modified Level D (Tyvec, Gloves and Boots)	35				35											
N/A	Driver Box Van	65				100											
N/A	Solid Surcharge	Cost + 30%				Cost + 30%											
N/A	Tank Cleanout Services	550				550											
N/A	Non-Hazardous Waste Liquid in Gallons	Case by Case				Case by Case											
N/A	Any other activities or costs	15% Fuel/Energy Fee Applies				15% Fuel/Energy Fee Applies											

EXHIBIT D

Project Change Authorization

Change Authorization Form

Item Modified: _____

Description: _____

Change Value: _____

Approval Signature: _____

Name: _____

Company: _____

Date: _____

Agreement Signature: _____

Name: _____

Company: City of Los Angeles

Date: _____