

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 13th day of June, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

A. The City seeks to piggyback off that certain Services Contract No. 32722 between Consultant and the City of Pasadena entered into pursuant to the City of Pasadena Request for Proposals to Furnish and Deliver Hazardous Waste Management and Emergency Response Services for the Water & Power Department, Power Supply, dated April 13, 2023 ("Pasadena Contract").

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Pasadena Contract, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in Services Contract No. 32722. Consultant is currently providing City much of the services described in the Scope of Services at more favorable pricing for City, via Purchase Order, and Consultant has agreed to extend such pricing to City under this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Seventy Five Thousand Dollars (\$75,000.00) ("Contract Sum"). In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Seventy Five Thousand Dollars (\$75,000.00) for each Extension Term.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Justin Lee, President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Robin Wilson, Public Works Programs Administrator, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, design professionals' indemnity hereunder shall

be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other

materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where

termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.


The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official,

officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 

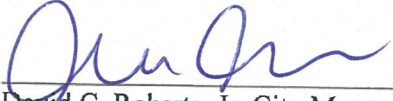
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation


David C. Roberts, Jr, City Manager

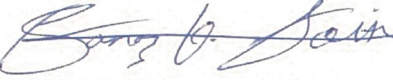
ATTEST:

 Kourtney Cullors
Chief Deputy City Clerk

For Dr. Khaleah K. Bradshaw, City Clerk

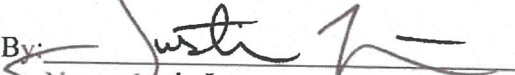



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[jho:rjl]

CONSULTANT:

OCEAN BLUE ENVIRONMENTAL SERVICES,
INC., a California corporation

By: 
Name: Justin Lee
Title: President

By: 
Name: MOON HO LEE
Title: C.F.O.
Address: 925 W. Esther Street
Long Beach, CA 90813

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

SEE ATTACHED
lw

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

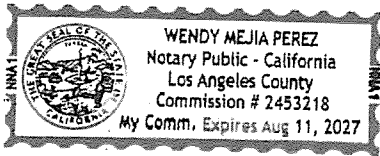
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES

On JUNE 5, 2024 before me, WENDY MEJIA PEREZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JUSTIN LEE AND MOONHO LEE
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant (sometimes, "Contractor") will perform the following Services on an on-call basis:**
- a. Sampling, characterizing, packaging, profiling, manifesting, labeling, loading, and/or transporting of waste to an approved facility that is properly licensed to treat, recycle, incinerate and/or dispose of the waste, small scale site remediation, and emergency response.
 - b. Carry out interactions with the California Department of Toxic Substances Control ("DTSC") to satisfy that department's requirements for permits, variances, agreements or registrations in order to carry out all the tasks set forth in this Scope of Services.
 - c. **Acceptance:**
 - i. Recommend appropriate Treatment, Storage, and Disposal Facilities (TSDFs). Recommend laboratory analyses required for waste profile acceptance. Provide profile acceptance at an appropriate TSDF based on laboratory analyses provided by the City. Identify, in writing, the criteria for each waste prior to disposal
 - ii. Provide the City with a photocopy of the accepting facility's certifications, permits, and/or licenses before any hazardous waste is transported. The photocopies are to include, but are not limited to, the facility's permit number, EPA identification number, facility telephone number and contact person, last two inspection reports and any appropriate information the City may request to verify that the facility is permitted to accept and treat/dispose of the specific waste.
 - d. **Biological Waste:**
 - i. Provide the required State of California Department of Health Services registrations to handle and transport biohazard waste for disposal.
 - e. **Disposal Fees:**
 - i. Disposal and dump fees will be reimbursed on an actual cost basis plus Consultant administrator cost.
 - f. **Emergency Response:**

- i. Provide emergency response services as directed by the City. Remain available on a 24-hour basis to provide labor and equipment to assist the City in containing and cleaning up the emergency hazardous material spills. Provide personnel and equipment, as needed, to mitigate releases of hazardous materials, treat materials to render them neutral or safe for collection and recovery prior to transferring them for safe shipment and final disposal, in accordance with all applicable laws and regulations.

g. Equipment and Materials:

- i. Furnish all equipment and materials required to complete the work under this Agreement. All disposable materials furnished by the Consultant shall be new and unused and must be approved by the City before use. Provide all equipment and materials required for waste characterization, handling, treating, storing, packaging, labeling, transporting and disposing all materials.

h. Final Disposition of Waste:

- i. Transport the waste to a facility recommended by the Consultant and approved by the City. Prepare hazardous waste manifests accurately and completely as specified in California Code of Regulations, Title 22, Section 66262.23 and other applicable regulations. Land Disposal Restriction Forms shall be prepared completely and accurately by the Consultant and accompany the manifests. A representative from the City will be responsible for signing the hazardous waste manifest. The Consultant will be responsible for payment of any fees or penalties incurred by the City for any improperly completed manifests as stated in the California Health and Safety Code, Section 25160.5 and 22 CCR Division 4.5, Chapter 13, Article 2.
- ii. Within 30 days of removal from City property, Consultant shall assure that a signed original of the Hazardous Waste Manifest indicating delivery to the designated Treatment, Storage and Disposal Facility (TSDF), is returned to the City by the disposal facility. Consultant shall maintain a copy of the manifest and submit another copy to the City.
- iii. Hazardous waste disposal will be provided in accordance with the applicable federal, state, and local regulations. The accepting TSDF will provide the City certificates of destruction/treatment within 60 days of the date of the certification acceptance signature for the waste streams that are incinerated, recycled, or treated.
- iv. Supply the City with the documentation of final disposition of all waste (example: Landfilled, incinerated, recycled, treated, etc.).

i. Online Manifest Tracking Application:

- i. Provide an online manifest tracking application where the City can access its manifests and also be able to generate summary reports for regulatory reporting purposes.

j. Personnel:

- i. Provide personnel (chemists, technicians, drivers, etc.) trained to the satisfaction of the DTSC in accordance with 22 CCR Division 4.5. Submit documents of 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training of employees for review by City's Public Works Superintendent, or his designee. Include the resume or minimum qualifications of all personnel.

k. Response Time:

- i. Remove waste from the City's property within three (3) calendar days following a call, from the City's Public Works Superintendent, or his designee, for pickup.
- ii. Consultant must have equipment, materials, and personnel onsite to handle emergency response within four hours.

l. Site Remediation & Cleanup:

- i. Occasionally, the City will require Consultant to remediate and clean up electrical vaults and hazardous materials sites in City properties and public right-of-way. Consultant shall provide these services as directed by the City.

m. Spills:

- i. Clean up any hazardous waste spill at the project site during the course of the program set forth in this Scope of Services. Maintain cleanliness of two storage areas, or other sites, each time a pickup is made.

n. Transportation and Disposal:

- i. Provide appropriate transportation vehicles and load waste onto those vehicles, using its own equipment. Trucks shall have provision for containment of spills and sides strong enough to restrain drums and equipment.
- ii. Label and mark each container to prepare for transportation and disposal and properly placard all transportation vehicles in accordance with (Department of Transportation) DOT requirements.

- iii. Prepare Uniform Hazardous Waste Manifests and/or bill of lading to the satisfaction of the California DTSC, the United States Department of Transportation and the licensed facility receiving the waste.
- iv. In the event that a transporter other than the Consultant is to transport the hazardous waste, Consultant shall provide the City with a photocopy of the additional transporter's permit and/or licenses. The photocopies are to include, but are not limited to, the transporter's registration, EPA identification number, proof of insurance, telephone number and contact person, and any other information the City may request to verify that the additional transporter is permitted to transport the specific waste. No waste will be transported by a transporter other than the Consultant without City approval.

o. Waste Preparation:

- i. Field screening, correctly packaging and labeling all waste in accordance with federal, state, and local regulations.

p. Waste Streams:

- i. Consultant shall expect the following waste streams. In proposing management alternatives, Consultant shall recognize the City's desire to adhere to the waste management hierarchy: recycle, treat, incinerate with land disposal as the least desirable alternative:
 - 1. Soils contaminated with hydrocarbons, metals, PCB's, halogenated organics, aqueous ammonia (19-29%) or combination thereof.
 - 2. Water contaminated with hydrocarbons, metals, PCBs, halogenated organics, detergents, or combination thereof.
 - 3. Debris (rags, absorbent, etc.) contaminated with hydrocarbons, metals, PCBs, halogenated organics, aqueous ammonia (19-29%) or combination thereof.
 - 4. Sludge contaminated with hydrocarbons, metals, PCBs, halogenated organics, or combination thereof.
 - 5. Drained oil that contains water or solvents, or combination thereof.
 - 6. Turbine lubricating oil.
 - 7. Dielectric Oil, may be contaminated with PCBs.
 - 8. Citric cleaning fluids that contains oil or solvents. or combination thereof.
 - 9. Used oil filters.
 - 10. Paints (lead based included), epoxies, and resins.
 - 11. Liquids – Flammable, corrosive, oxidizers.
 - 12. Asbestos and asbestos containing materials.
 - 13. Creosote and arsenical compound treated wood (power poles).
 - 14. Empty drums.

15. Lead acid and alkaline batteries.
 16. Spent powdered resin used in water treatment ion exchange polishers.
 17. Aerosol cans.
- ii. Waste streams may contain one contaminant or a combination of contaminants. This list is not all-inclusive. Additional waste streams may be encountered.

Special Requirements:

- A. All applicable regulations shall apply, including but not limited to the following: Federal (40 CFR RCRA & CERCLA and US DOT 49 CFR), State (CCR Title 22 Division 4.5, Environmental Health Standards for the Management of Hazardous Waste) and local laws and regulations.
- B. All waste treatment, storage, recycling and/or disposal facilities shall be licensed and permitted, in accordance with all applicable laws and regulations, to handle the wastes designated for delivery to the facility.
- C. All applicable standards of the California Highway Patrol, U. S. Environmental Protection Agency and the U. S. Department of Transportation (DOT) shall apply, including drug and alcohol testing for Class "A" Drivers.
- D. Contractor shall assure that all work performed under this contract is in accordance with the laws of each and every state in which work is to be performed.
- E. Safe completion of all work is of paramount importance to the City. The Contractor shall do all work in a safe manner to satisfactorily complete the job, shall comply with the Codes and Standards of the Occupational Safety and Health Act (OSHA), and shall meet the all required training standards including 40CFR, 49CFR, 22CCR and applicable local requirements.
- F. Trucks and Equipment: Vehicles including vacuum trucks must be constructed inspected and maintained to meet D.O.T. specifications and requirements.

II. Consultant shall perform any on-call services requested in this Agreement in accordance with the following requirements:

- A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is

provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task (“Task Completion Date”); which shall all collectively be referred to as the “Task Proposal.”

- C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceed the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

As detailed in Section I. above.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

As directed by City’s Contract Officer.

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize the following personnel to accomplish the Services:

- a. Hazmat Project Manager
- b. Hazmat Supervisor
- c. Health & Safety Manager
- d. Chemist
- e. Equipment Operator/Driver
- f. Hazmat Technician
- g. Hazmat Hygienist
- h. Hazmat Foreman
- i. Industrial Laborer

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in *bold italics*, deleted text in ~~strikethrough~~)

I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not *later than June 30, 2025*~~exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). *The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."*”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

PERSONNEL						
Line Item	Job Titles/Classification	Unit of Measure	Unit Price (Straight Time)	Overtime (MF After 5pm)	Weekends	Holidays
1	Hazmat Project Manager	Hours	\$109.40	\$130.50	\$130.50	\$130.50
2	Hazmat Supervisor	Hours	\$109.40	\$130.50	\$130.50	\$130.50
3	Health & Safety Manager	Hours	\$109.40	\$130.50	\$130.50	\$130.50
4	Chemist	Hours	\$109.40	\$130.50	\$130.50	\$130.50
5	Equipment Operator/Driver	Hours	\$68.50	\$96.80	\$96.80	\$96.80
6	Hazmat Technician	Hours	\$68.50	\$96.80	\$96.80	\$96.80
7	Hazmat Hygienist	Hours	\$68.50	\$96.80	\$96.80	\$96.80
8	Hazmat Foreman	Hours	\$68.50	\$96.80	\$96.80	\$96.80
9	Industrial Laborer	Hours	\$68.50	\$96.80	\$96.80	\$96.80

EQUIPMENT					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total

1	Vacuum Truck with Operator. Contractor shall bill vehicle cost for actual hours performed. Include the latest fuel surcharge.	8	Hours	See a through d	See a through d
a	100 – 120 BBL (Mild Steel)	8	Hours	\$203.40	\$1,627.20
b	50 – 70 BBL (Mild Steel)	8	Hours	\$159.90	\$1,279.2
c	100 – 140 BBL (Stainless Steel)	8	Hours	\$203.40	\$1,627.20
d	Vacuum Truck (holding charge beyond 24 hours)	8	Hours	\$0.00	\$0.00
2	Stakebed Truck with Liftgate	8	Hours	\$60.00	\$480.00
3	Roll off Truck with Operator, 20 YD	8	Hours	\$177.70	\$1,421.60
4	Bin Delivery Fee	1	Hours	\$177.70	\$177.70
5	Bin Rental	1	Hours	\$1.67	\$1.67
6	Backhoe	8	Hours	\$105.00	\$840.00
7	Skid steer Loader/Bobcat	8	Hours	\$125.00	\$1,000.0
8	Loader, 3 yard Bucket	8	Hours	\$150.00	\$1,200.0
9	Emergency Response Trailer	2	Day	\$193.70	\$387.40
10	Heavy Equipment Delivery/Pickup	2	Hours	\$250.00	\$500.00
11	120 Barrel Vacuum Truck w/Operator	8	Hours	\$203.40	\$1,627.20
12	Roll-Off Truck with Operator	8	Hours	\$177.70	\$1,421.60
13	Vactor/Jetter Combo Unit	8	Hours	\$150.00	\$1,200.00
14	Mini Guzzler, Trailer Mounted	8	Hours	\$72.50	\$580.00
15	Gear Truck, <1 Ton	2	Day	\$400.20	\$800.40
16	Gear Truck, 1 Ton to 3 Ton	2	Day	\$800.40	\$1,600.80
17	Pressure Washer, Single Unit	8	Hours	\$72.60	\$580.80
18	Pressure Washer, Double Unit	8	Hours	\$72.60	\$580.80
19	Generator, 4 to 7.5 KW	2	Day	\$192.60	\$385.20
20	Portable Light Tower	2	Day	\$19.10	\$38.20
21	Roll-Off Bin, 10-40 Cubic Yard	4	Day	\$40.00	\$160.00
22	Drum Mounted Vacuum	2	Day	\$143.10	\$286.20
23	Personnel Decon Station	2	Day	\$0.00	\$0.00
24	HazCat Kit	1	Day	\$0.00	\$0.00
25	HazCat Kit Test	1	Each	\$0.00	\$0.00
26	Chest Waders	4	Day	\$0.00	\$0.00
27	Emergency Egress Bottle/5 MinuteEscape Pack	4	Day	\$0.00	\$0.00
28	Full Face Respirator	4	Day	\$45.00	\$180.00
29	Harness/Lanyard	2	Each	\$0.00	\$0.00

30	LEL/O2/H2S/CO Meter	2	Day	\$398.80	\$797.60
31	PID/HNU/OVA Meter	2	Day	\$250.00	\$500.00
32	SCBA	2	Day	\$181.20	\$362.40
33	Mercury Meter-(J505,Lumex or comparable)	1	Day	\$250.00	\$250.00
34	Mercury Vacuum, Including Filter	1	Day	\$100.00	\$100.00
35	Hepa Vacuum, Including Filter Set	1	Day	\$186.20	\$186.20
36	Tripod and Winch	2	Day	\$325.00	\$650.00
37	Chemical Suit/ Acid Suit	2	Each	\$50.00	\$100.00
38	Saranex Tyvek Suit	4	Each	\$25.00	\$100.00
39	Disposable White Tyvek Suit	4	Each	\$25.00	\$100.00
40	Poly Coated Yellow Tyvek	4	Each	\$35.00	\$140.00
41	Steel Toe PVC/Nitrile Boot	4	Each	\$0.00	\$0.00
42	Disposable Overboot	4	Each	\$0.00	\$0.00
43	HD Black Rubber Gloves	4	Each	\$0.00	\$0.00
44	Leather Gloves	4	Each	\$0.00	\$0.00
45	Level A Protective Gear	2	Each	\$39.00	\$78.00
46	Respirator Cartridges, Combo	4	Set	\$25.00	\$100.00
47	Plastic Sheeting, 20'x100', 10 mil	1	Roll	\$99.40	\$99.40
48	Plastic Sheeting, 20'x100', 6 mil	1	Roll	\$99.40	\$99.40
49	Plastic Bags, 20"x30", 50/box	1	Box	\$89.50	\$89.50
50	Roll-Off Box Liner	4	Each	\$107.00	\$428.00
51	5 gallon Pail, UN Rated	2	Each	\$22.10	\$44.20
52	55 Gallon Closed Top	2	Each	\$72.60	\$145.20
53	55 Gallon Poly	2	Each	\$72.60	\$145.20
54	85 Gallon Steel Overpack	2	Each	\$276.50	\$553.00
55	95 Gallon Poly Overpack	2	Each	\$325.00	\$650.00
56	Floor Dry Absorbent	10	Bag	\$30.00	\$300.00
57	Chemical Stabilizer Absorbent, 35 lb.	2	Bag	\$24.60	\$49.20
58	Oil Snare on Rope, 50 ft. per Bag	1	Bag	\$15.00	\$15.00
59	Sorbent Pads, 100 per Bale	1	Bale	\$119.20	\$119.20
60	Mercury Amalgam	5	LB	\$5.00	\$25.00

MATERIAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Bleach	2	Gallon	\$5.30	\$10.60
2	Kerosene	2	Gallon	\$2.00	\$4.00
3	Hand Cleaner	1	Gallon	\$0.00	\$0.00
4	Marine Cleaner	2	Gallon	\$0.00	\$0.00
5	Simple Green	2	Gallon	\$15.80	\$31.60
6	Carbon Canister	1	Each	\$0.00	\$0.00
7	5 gallon pail	5	Each	\$30.00	\$150.00
8	55 gal. (empty) open top Steel drums with lids & rings	10	Each	\$72.60	\$726.00
9	Tri-Wall Cubic Yard Boxes, include liner and pallet, UN Rated	50	Cubic YardBox	\$206.90	\$10,345
10	30 Gallon Open Top Steel Drums, UNRated	4	Each	\$60.00	\$240.00
11	16 Gallon Open Top Steel Drums, UNRated	4	Each	\$60.00	\$240.00
12	55 Gallon Open Top Poly Drum, UNRated	4	Each	\$60.00	\$240.00
13	30 Gallon Open Top Poly Drum, UNRated	4	Each	\$60.00	\$240.00
14	15 Gallon, Open Top Poly Drum, UNRated	4	Each	\$60.00	\$240.00

EMERGENCY RESPONSE (PERSONNEL)					
Line Item	Job Title/Classification	Estimated Annual Hours	Unit of Measure	Unit Price (Premium)	Total
1	Hazmat Project Manager	10	Hours	\$109.40	\$1,094.00
2	Hazmat Supervisor	10	Hours	\$109.40	\$1,094.00
3	Health & Safety Manager	10	Hours	\$109.40	\$1,094.00
4	Equipment Operator/Driver	10	Hours	\$68.50	\$685.00
5	Hazmat Technician	10	Hours	\$68.50	\$685.00
6	Hazmat Hygienist	10	Hours	\$68.50	\$685.00
7	Hazmat Foreman	10	Hours	\$68.50	\$685.00
8	Industrial Laborer	10	Hours	\$68.50	\$685.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services on an on-call basis timely in accordance with the following schedule:**

Tasks will be continuous, ongoing and as directed by the Contract Officer.

- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**