

CITY OF SIGNAL HILL
FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL ENVIRONMENTAL EMERGENCY RESPONSE SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for On-Call Environmental Emergency Response Services (“First Amendment”) is entered into on the 14th day of January, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **Ocean Blue Environmental Services, Inc.**, a California Corporation, with its principal place of business at 925 West Esther Street, Long Beach, CA 90813 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Environmental Emergency Services dated January 11, 2022, for a term of three years, expiring on January 11, 2025, and a total compensation not-to-exceed \$92,269 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term by one additional three-year term to expire on January 11, 2028, update the rates of compensation under the Agreement and to increase the total compensation under the Agreement to \$191,634 (“First Amendment”).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from January 11, 2022, to January 11, 2028, unless earlier terminated as provided herein. At the City’s sole discretion, the term may be extended administratively by up to 180 calendar days with the approval of the City’s Director of Public Works. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety-One Thousand Six Hundred Thirty-Four DOLLARS (\$191,634)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Rates of Compensation. Exhibit "C" of the Agreement is hereby amended in its entirety in the form of Attachment 1 to this First Amendment, attached hereto and incorporated herein.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Kim Boles
Assistant City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

**ATTACHMENT "1" TO FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL ENVIROMENTAL EMERGENCY RESPONSE SERVICES**

Exhibit "C"

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day

Martin Luther King, Jr.'s Birthday

Veterans Day

Fourth of July

Day after Thanksgiving

Christmas Day

Labor Day

Presidents Day

Memorial Day

Thanksgiving Day

Columbus Day

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, equipment rentals, and materials not on the rate sheet will be billed at cost plus a ten percent (10%) handling charge.

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	127.65	167.36	167.36
SUPERVISOR	98.34	117.25	134.27
CHEMIST / INDUSTRIAL HYGIENIST	195.73	224.10	224.10
LEAD TECHNICIAN	68.08	99.28	129.54
EQUIPMENT OPERATOR	65.24	98.34	125.76
TECHNICIAN	61.46	86.99	113.47
ILWU (INT. LONGSHORE & WHSE UNION) TECH	86.05	128.60	173.04

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

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	53.90
GEAR TRUCK W/ LIFTGATE	53.90
EMERGENCY RESPONSE UNIT - LARGE	250.57
EMERGENCY RESPONSE UNIT - SMALL	173.98
CREW VAN	47.28
BOB CAT W/SOLID TIRES	58.62
VACUUM TRAILER - 20 BBL	58.62
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	143.73
VACUUM TRUCK - 120 BBL*	164.53
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	186.28
AIR EXCAVATOR*	143.73
HYDRO EXCAVATOR*	266.65
OMNI VAC - 85 BBL*	266.65
JETTER / VACTOR COMBO UNIT*	266.65
ROLL-OFF TRUCK*	143.73
ROLL-OFF TRUCK AND TRAILER*	164.53
DUMP TRUCK - 10 WHEEL*	101.18
TRASH COMPACTOR*	200.46
25' BOX VAN*	101.18
45' BOX VAN*	117.25
45' FLAT BED*	117.25
25' EQUIPMENT TRAILER	37.82
STREET SWEEPER	94.56

*** DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	146.56	DAILY
6-PACK BREATHING AIR BOTTLES	294.07	DAILY
5-MINUTE EGRESS AIR BOTTLE	41.60	DAILY
TRIPOD W/DOUBLE WINCHES	262.87	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	37.82	DAILY
COPPUS BLOWER	212.75	DAILY
4-GAS AIR MONITOR	322.44	DAILY
PID METER	446.31	DAILY
MERCURY VAPOR ANALYZER	558.83	DAILY
OVA MONITOR	390.52	DAILY
PERSONAL 4 GAS METER	266.65	DAILY
ELECTRIC BLOWER	86.05	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	239.23	DAILY
PORTABLE DECON STATION W/ARROWBOARD	319.60	DAILY
BARRICADES W/ REFLECTORS, EACH	34.99	DAILY
DELINEATOR/REFLECTIVE, EACH	1.89	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	17.02	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.84	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	39.71	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	45.39	HOURLY
CHEMICAL DIAPHRAGM PUMP	335.67	DAILY
DECONTAMINATION STATION	228.83	DAILY
DIAPHRAGM PUMP	240.17	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.95	DAILY
HYDROBLASTER	84.16	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	117.25	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	75.65	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	65.24	HOURLY
PORTABLE TRASH PUMP	224.10	DAILY
SUBMERSIBLE PUMP	198.57	DAILY
AIR SCRUBBERS PORTABLE	186.28	DAILY
HEPA FILTERS FOR SCRUBBERS	139.00	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	212.75	DAILY
3 STALL DECONTAMINATION SHOWER	319.60	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	27.42	DAILY
20-YARD BIN, CLOSED TOP	33.09	DAILY
40-YARD BIN, OPEN TOP	27.42	DAILY
40-YARD BIN, CLOSED TOP	34.99	DAILY
4" TANK MANIFOLD	20.80	DAILY
BIN LINERS	56.73	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	224.10	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	167.36	DAILY
BOOM 8"x12" (DEPLOYED)	1.89	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.95	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	143.73	HOURLY
22' x 8' SELF POWERED BARGE	96.45	HOURLY
19' TOOL SPILL BOAT W/90HP	96.45	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	80.37	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	63.35	HOURLY
12' PUNTS	37.82	HOURLY
12' PUNTS W/ 5HP MOTOR	47.28	HOURLY
SPLASH ZONE 2-PART SEALER	175.87	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.07	DAILY
15 LBS ANCHORS W/ 10' CHAIN	11.35	DAILY
24" BOEYS	16.07	DAILY
EMERGENCY RESPONSE TRAILER	503.04	DAILY
ROPE MOP SKIMMER	167.36	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	224.10	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	68.08	HOURLY
SKIMMER TRAILER	224.10	DAILY
ABSORBENT BOOM TRAILER	167.36	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	292.18	DAILY
FORKLIFT TRAILER	105.90	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	53.90	EACH
15 GALLON DOT DRUM, POLY	53.90	EACH
16 GALLON DOT DRUM, STEEL	53.90	EACH
20 GALLON DOT DRUM, STEEL	56.73	EACH
30 GALLON DOT DRUM, POLY	56.73	EACH
30 GALLON DOT DRUM, STEEL	56.73	EACH
5 GALLON DOT DRUM	19.86	EACH
55 GALLON DOT DRUM, POLY	66.19	EACH
55 GALLON DOT DRUM, STEEL	65.24	EACH
55 GALLON DOT DRUM, BIO	42.55	EACH
85 GALLON DRUM, OVERPAK, STEEL	239.23	EACH
95 GALLON DRUM, OVERPAK, POLY	239.23	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	83.21	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	83.21	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	39.71	PER GALLON
BLEACH	4.73	PER GALLON
CHEMICAL POLY TOTES	345.13	EACH
CHLOR-D-TECT Q4000	19.86	EACH
CITRI-CLEAN, 55 GALLON	893.56	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.67	PER GALLON
DRUM LINER	2.84	EACH
DUCT TAPE	6.62	PER ROLL
FACE SHIELD	14.18	EACH

HAND AUGER	93.61	DAILY
HEPA VACUUM FILTER PROTECTORS	21.75	EACH
HEPA VACUUM REPLACEMENT BAGS	21.75	EACH
OIL SORBENT POM POMS	61.46	PER BALE
PLASTIC BAGS	80.37	PER BOX
PLASTIC SHEETING	80.37	PER ROLL
RAGS, 50 LB BOX	72.81	PER BOX
ROPE 1/2 POLY, 100' ROLL	34.99	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	39.71	PER ROLL
SAMPLE JARS - 1QT	14.18	EACH
SAND BAGS	3.78	EACH
SHRINK WRAP	33.09	ROLL
SIMPLE GREEN	14.18	PER GALLON
SODA ASH	6.62	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	446.31	PER BALE
SORBENT BOOM, 8"x10"	58.62	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	96.45	PER BALE
SUPERFINE, 25 LB BAG	19.86	PER BAG
TRIWALL BOXES	167.36	EACH
VACTOR FLEX HOSE 4"	1.89	PER FOOT
VACTOR FLEX HOSE 6"	2.84	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	111.58	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.56	DAILY
BOBCAT SWEEPER ATTACHMENT	236.39	DAILY
CHEST WADERS	66.19	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	159.80	DAILY
COM-A-LONG - 4000 LBS	6.62	DAILY
CUTTING TORCH	161.69	DAILY
DRUM SAMPLING ROD (GLASS)	7.56	EACH
DRUM VACUUM - 55 GALLON	128.60	DAILY
EXTENSION LADDER	14.18	DAILY
EYEWASH STATION	34.99	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACT)	239.23	DAILY
FORK LIFT	236.39	DAILY
GENERATOR, 10KV TRAILER MOUNTED	37.82	HOURLY
GENERATOR, 5500 WATTS	133.32	DAILY
HAND TOOLS	56.73	DAILY
HAND WASHING STATION	53.90	DAILY
HAZ-CAT KIT	21.75	PER TEST
HEAVY DUTY JETTER NOZZLES	253.41	DAILY
HEPA VACUUM (DRY)	167.36	DAILY
HIP WADERS	56.73	DAILY
HUDSON SPRAYER	21.75	DAILY
JACK HAMMER 90 LBS	133.32	DAILY
LIFE JACKETS	17.02	DAILY
LIGHT STAND (2 BULBS)	39.71	DAILY

LIGHT TOWER (4 BULBS)	319.60	DAILY
MEALS ON SPILLS	7.56	EACH
MERCURY VACUUM	558.83	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	105.90	DAILY
NON-SPARKING COLD CUTTER TIPS	33.09	EACH
PER DIEM ALLOWANCE ON TRAVEL	175.87	DAILY
PICKS "MINERS"	2.84	DAILY
PLUG & DIKE, 1 LB CAN	27.42	EACH
POLY SIPHON (POGO) PUMP	20.80	EACH
PORTABLE RESTROOM W/SINK	167.36	DAILY
PROFILING FEE (PER WASTE STREAM)	84.16	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	44.44	DAILY
SAWZALL	88.88	DAILY
SKIL SAW	39.71	DAILY
STEEL SPIKES, 36"	5.67	DAILY
TRANSFER HOSES, 1 - 4"	47.28	DAILY
TRUCK RAMPS (30,000 LBS)	319.60	DAILY
VAPOR TIGHT DROP LIGHTS	167.36	DAILY
VENTILATION FAN	128.60	DAILY
WATER METER	279.89	DAILY
WATER TANK TRAILER W/ PUMP	378.23	DAILY
DRUM DOLLY	26.48	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	531.41	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	167.36	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	72.81	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	34.99	PER SET

1. Any work by subcontractor shall be pre-approved by the City. Contractor's overhead and profit for work performed by the subcontractor shall not exceed 10% of actual work.
2. All invoices shall include line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
3. All invoices shall include line items for all materials and equipment properly charged for the services.
4. All invoices shall include line items for all other approved reimbursable expenses claimed, with supporting documentation.

5. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged for the services.
6. The total compensation over the term of the Agreement shall not exceed \$191,634 as provided in Section 3.3.1 of this Agreement.
 - a. The maximum annual compensation for each year over the term if the Agreement shall not exceed the following:

Agreement Term	Year	Not-to-Exceed (CPI Increase max 2.5%)
January 11, 2022 – January 11, 2023	1	\$30,000
January 11, 2023 – January 11, 2024	2	\$30,750
January 11, 2024 – January 11, 2025	3	\$31,519
January 12, 2025 – January 11, 2026	4	\$32,307
January 12, 2026 – January 11, 2027	5	\$33,115
January 12, 2027 – January 11, 2028	6	\$33,943
Total		\$191,634

- b. Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.