

BID NUMBER PA-01207

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
DIVERSION OF STREET SWEEPING
DEBRIS

29992

CONTRACT NO. PA-01207

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Santa Fe Springs, CA ON THE 7th DAY OF February, 2007
CITY STATE MONTH

COMPANY NAME: Consolidated Disposal Service, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 12949 Telegraph Rd CITY: Santa Fe Springs, STATE: CA ZIP: 90670

PHONE: (562) 663-3400 FAX: (562) 663-3494

S: [Signature] Vice President
(SIGNATURE) (TITLE)

Russell F. DIX
(PRINT NAME) (EMAIL ADDRESS)

SI: [Signature] ASSNT. SECRETARY
(SIGNATURE) (TITLE)

FREDERICK P. FREUND
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

3/22/07
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

3/16, 2007

BID NUMBER PA-01207

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder: **CONSOLIDATED DISPOSAL SERVICE, LLC**

Legal Form of Bidder:
Corporation State of _____
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of Delaware

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

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

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER:
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

12. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: Wednesday, February 14, 2007
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

KARIE WEBBER (562) 570-6200
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

SARA PRUTHI (562) 570-2851
DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totalling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totalling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:
- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
- The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.
- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

CONTRACT – GENERAL CONDITIONS

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or Improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

SPECIAL CONDITIONS

REFERENCES AND QUALIFICATIONS REQUIREMENTS

- 1) **COMPLETE BID PACKAGE**, includes but is not limited to insurance documents and addendums, as applicable.
- 2) **REFERENCES (SERVICE)** - Furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided services similar in scope and volume. The City intends to contact these customers to determine reliability, performance and other information. Failure to include customer references may void bid if the City has no prior experience with Bidder.
- 3) **RECEIVING SITE LOCATION AND MAP** - Contractor shall provide a temporary storage site for up to 22 street sweeping debris bins (including drop-off of full bins by City crews) within an eight (8) mile radius of the City's Environmental Services Bureau facility at Temple/Willow in Long Beach. A map of this site is required with bid. Contractor shall have the necessary permits required for conducting all aspects of its operation.

LOCATION FOR RECEIVING STREET SWEEPING DEBRIS:

Receiving location:

BEL-ART WASTE TRANSFER STATION

2501 E. 68TH STREET, LONG BEACH, CA 90805

Name & Address

Contact person:

ROD AGAJANIAN - Site Manager

Print Name & Title

Phone number: (562) 663-3670

- 4) **CIWMB PERMIT** - Include a copy of the CIWMB permit for any sites to be used for composting, storage and processing.
- 5) **LEA COMPLIANCE** - Include a letter of compliance from the LEA for each site(s) to be used.
- 6) **PROCESSING METHOD** - Include a written summary of the processing methods (i.e., how the debris will be hauled, where it will be hauled, where the trash will be removed and where the debris will be composted).

FAILURE TO SUBMIT REQUIRED SUMMARY WILL DISQUALIFY BID.

SUPPLEMENTAL CONDITIONS

AMENDMENT AND SUPPLEMENTS TO INSURANCE

AMENDMENT TO INSURANCE

Item #29, page 9, "Contract - General Conditions", is amended to include work performed on **and off** City property, and those General Conditions shall apply to this Contract.

SUPPLEMENTS TO INSURANCE

Item #29, page 9, "Contract - General Conditions", is **supplemented** with the following: **Commercial General Liability** (equivalent in scope to ISO Form CG 00 01) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) General Aggregate. Such coverage shall include, but is not limited to broad form contractual liability, cross liability protection, and products and completed operations liability.

The City of Long Beach, its officials, employees and agents shall be named as additional insured by endorsement (equivalent in coverage scope to ISO Form CG 20 10 11 85 or CG 20 26 11 85) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

Commercial Automobile Liability (equivalent in scope to ISO Form CA 00 01 06 92) covering symbol 1. (Any Auto) in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

All Risk Property Insurance in an amount sufficient to cover the full replacement value of Contractor's personal property, improvements and equipment used or stored on City premises. With respect to damage to property, City and Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

SPECIFICATIONS

ADDENDUM

Bidders shall check the purchasing web page at www.lbpurchasing.org or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid.

CONTRACT PERIOD

The Contract period shall commence twelve (12) months from date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two (2) additional periods of one (1) year each in accordance with the terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any proposed price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show the item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by Contractor and the City.

BASIS OF AWARD

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the Bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any Bidder hereunder.

Quantities will not be considered in making this award. The award will be based on the unit prices given.

LIQUIDATED DAMAGES

Time is of the essence. Contractor acknowledges and agrees that a delay would seriously affect the public welfare and operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100.00 per day for each day of delayed pickup shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where pickup is delayed beyond the time stated in Delivery/Response Schedule.

SPECIFICATIONS

SCOPE OF WORK

Contractor shall provide the diversion of street sweeping debris services inclusive of collecting, hauling, composting, and the pick-up and delivery of **City-owned** bins as provided in the specifications.

STREET SWEEPING DEBRIS

Street sweeping debris means all litter, rubbish, leaves, sand, dirt, garbage, palm fronds and other materials removable from a paved street with a mechanical street sweeper.

PROCESSING AND DISPOSAL OF STREET SWEEPING DEBRIS

Street sweeping debris must be composted or re-used Alternative Daily Cover (ADC) with the City achieving a diversion rate of ninety-five percent (95%). No more than five percent (5%) of the collected material shall be disposed of in landfills or dumpsites. This condition may be renegotiated if state laws regarding waste diversion are changed during the term of this Contract.

DELIVERY/RESPONSE SCHEDULE

The City shall deliver filled bins containing street sweeping debris to Contractor's Receiving Site (as defined on pg. 11) for transport to Contractor's processing facility for ADC and/or composting. Contractor shall empty and return bins to Contractor's Receiving Site by 5:00 am, every Tuesday through Friday, allowing the required number of bins available for the City to pick up for daily sweeping operations.

SITE INSPECTION

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

SUPPLEMENTAL CONDITIONS

PAYMENT FOR SERVICES

Contractor shall submit an original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative(s) of a facility or sections of facilities. Said invoice(s) shall include all required certifications and reports as specified herein.

The billing invoice shall include Purchase Order Number and department or bureau name. The Contractor shall also include tonnage sheets of street sweeping debris deposits and gross tare and net weight information. The City will not make the monthly payments until it has received and approved such invoices. Contractor shall mail monthly **original invoices** to:

City of Long Beach, Accounts Payable
333 West Ocean Blvd., 6th floor
Long Beach, CA 90802

And submit **duplicates** to:

City of Long Beach, Environmental Services Bureau
2929 E. Willow St.
Long Beach, CA 90806

Contractor shall submit an invoice for work performed during the preceding month. The invoice shall be submitted, in arrears, on or before the fifth (5th) day of each month in the amount of one-twelfth (1/12) of the annual total Contract price for the period covering the preceding month.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these specifications, inspected and accepted by the City and that applicable certifications and reports have been submitted in accordance with this Contract.

In the event the City transfers title or maintenance responsibility for a portion of a facility described herein, this Contract shall continue in full force and effect, except that said portion, at the discretion of the City, may be deleted from the Contract and the Contract price shall be reduced pro rata.

SUPPLEMENTAL CONDITIONS

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. Contractor must reference the BPO release number and not the BPO number on all invoices.

CITY LIABILITY

The City's liability for street sweeping debris shall cease once the City has delivered debris to Contractor's Receiving Site. Contractor shall defend, indemnify and hold the City, its officials, Boards, Commissions and employees harmless from any claim, demand, damage, loss, liability, cause of action, penalty, cost or expense (including attorney's fees) arising from Contractor's failure to dispose of this debris properly or in accordance with all laws, rules and regulations, and Contractor shall reimburse the City for any fines or penalties paid by the City due to Contractor's violation of law or failure to dispose properly.

LEGAL COMPLIANCE

All equipment, materials or services provided shall conform to the State of California Vehicle Code, California Code of Regulations, California Division of Industrial Safety, OSHA and all other applicable state and federal laws.

Contractor shall conduct all aspects of its operation in compliance with all local, state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, damage, claim, demand, cause of action, loss, cost and expense including but not limited to fines, penalties, corrective measures and attorney's fees the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

BID SECTION

WE ARE PLEASED TO SUBMIT THIS BID FOR THE DIVERSION OF STREET SWEEPING DEBRIS IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

BID SHALL BE BASED ON THE FOLLOWING INFORMATION, WHICH ARE AVERAGES OR ESTIMATES, NOT GUARANTEES:

Number of Bins: 22
Bin Size: 26 cubic yards (22' x 4' x 8' bottom radius)
Loads Per Day: 8 to 22 bins are filled each day (depending on the season)
Average Weight: 6 tons of debris per container
Operating Days: Tuesday through Friday, 5:00 a.m. to 3:30 p.m.
Tons Per Year: Approximately 15,000 tons (based on daily average of 12 bins)

SUMMARY OF BID ITEMS

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
01	Ton	Street Sweeping Debris - Composting	\$ _____
02	Ton	Street Sweeping Debris - Alternative Daily Cover (ADC)	\$ <u>34.50</u>

PAYMENT TERMS: 0 % 30 DAYS

PICK-UP: _____ days after receipt of order. (Contractor must respond within one (1) working day from receipt of call or order.)

CONSOLIDATED DISPOSAL SERVICE

A Subsidiary of  **REPUBLIC SERVICES, INC.**

BZ Disposal
P. O. Box 116
Lakewood, CA 90713
Tel. No. (562) 531-3054
Contact person: Efren Ramirez
Cell No. (714) 522-3577

R.F. Dickson Co., Inc.
12524 Clark Avenue
Downey, CA 90242
Tel. No. (562) 923-5441
Contact person: Scott Dickson

Norcal Waste Services
3514 Emery Street
Los Angeles, CA 90023
Tel. No. (888) 853-5110
Contact person: John Harabedian

Harbro, Inc.
2750 Signal Parkway
Signal Hill, CA 90806-2207
Tel No. (800) 266-5677
Contact person: Jim Franklin-President

McEachern Co, Inc.
P. O. Box 90308
Long Beach, CA 90809-0308
Tel. No. (562) 986-2800
Contact person: Paul McEachern-President

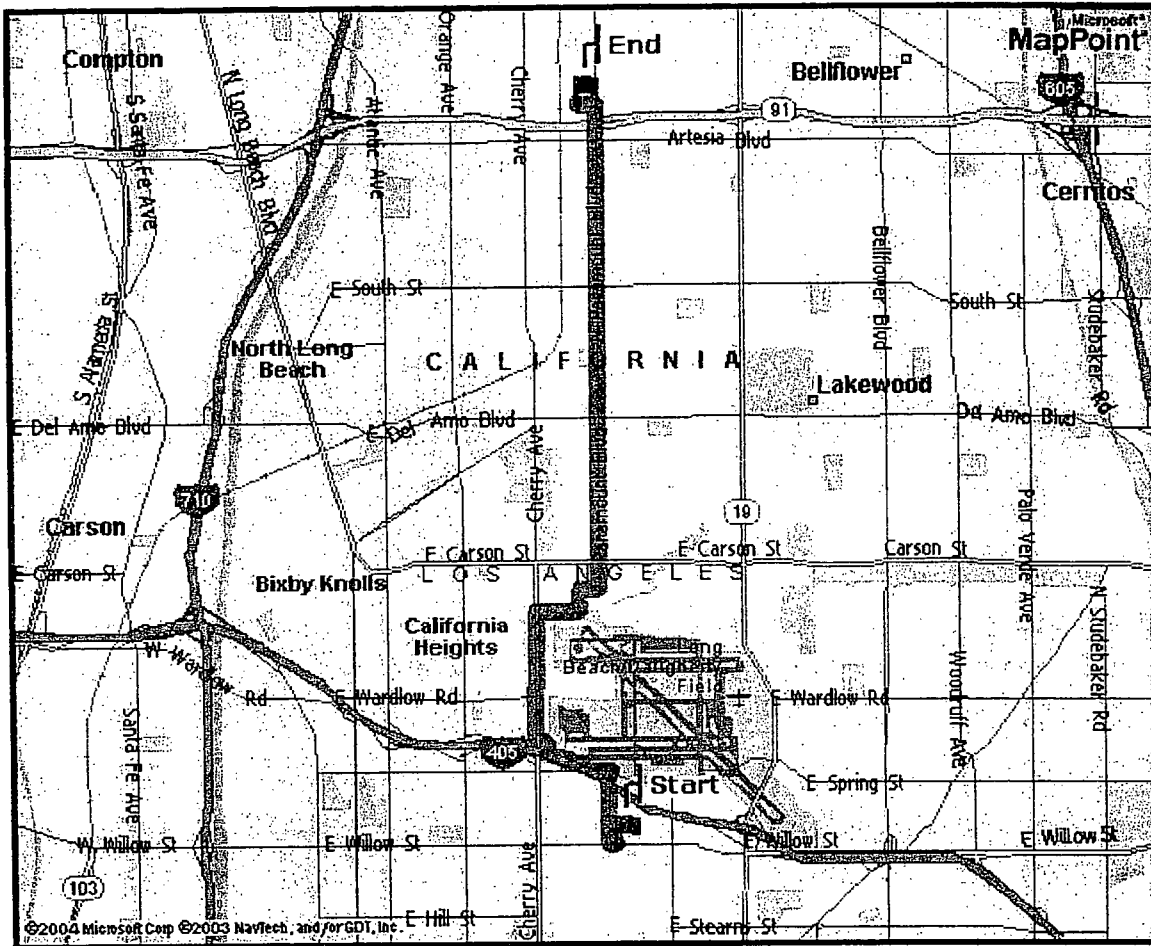
2495 E. 68th Street

Long Beach, CA 90805

Facsimile (562) 531-4710

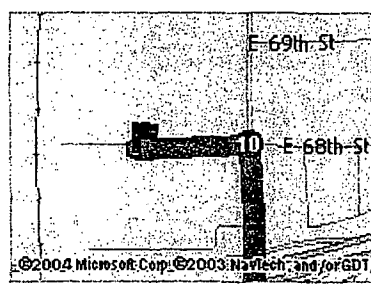


Start: 2901 E Willow St, Long Beach, CA 90806
 End: 2501 E 68th St, Long Beach, CA 90805
 Total Distance: 6.1 Miles
 Estimated Total Time: 14 minutes



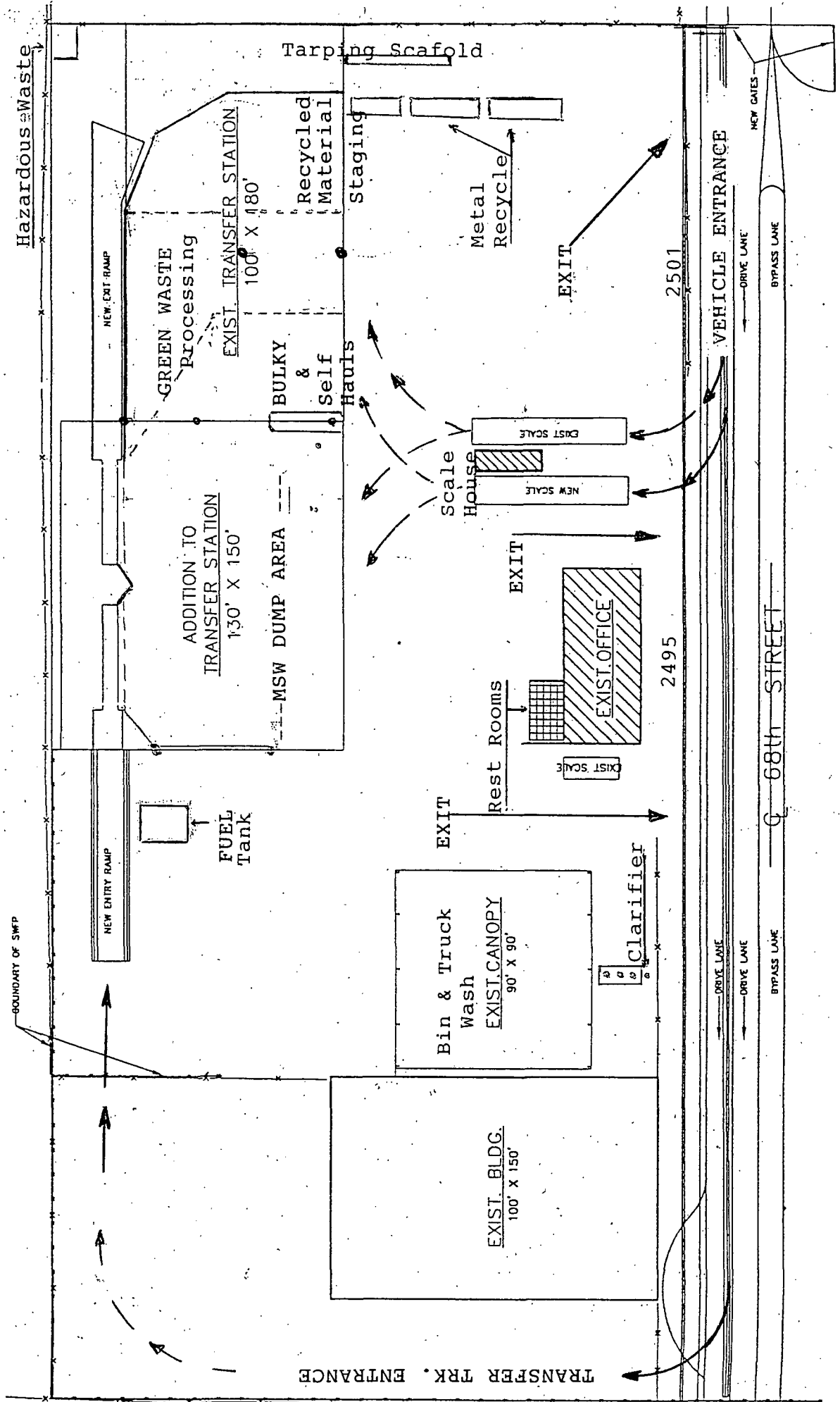
Directions	Miles	Map
Start: Depart 2901 E Willow St, Long Beach, CA 90806 on E Willow St (West)	< 0.1	
1: Turn RIGHT (North) onto Temple Ave	0.5	
2: Turn LEFT (West) onto E Spring St	0.1	
3: Keep RIGHT onto Ramp towards I-405 / Long Beach	0.3	
4: Keep RIGHT to stay on Ramp towards Cherry Ave North	0.2	
5: Bear RIGHT (North) onto Cherry Ave	0.9	
6: Turn RIGHT (East) onto Cover St	0.3	
7: Turn LEFT (North) onto Pixie Ave	0.1	
8: Road name changes to Kessler Rd	0.1	
9: Turn LEFT (North) onto (N) Paramount Blvd	3.3	
10: Turn LEFT (West) onto E 68th St	0.1	

End: Arrive 2501 E 68th St, Long Beach, CA 90805



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TRANSFER STATION ENTRANCE EXITS & TIPPING AREAS



SOLID WASTE FACILITY PERMIT

1. Facility Permit Number:
19-AK-0001

2. Name and Street Address of Facility:

Bel-Art Waste Transfer Station
2501 E. 68th St.
Long Beach, CA 90805

3. Name and Mailing Address of Operator:

Consolidated Disposal Services, L.L.C.
12949 E. Telegraph Rd.
Santa Fe Springs, CA 90670-4009
Thomas J. Vogt, President

4. Name and Mailing Address of Owner:

Consolidated Disposal Services, L.L.C.
12949 E. Telegraph Rd.
Santa Fe Springs, CA 90670-4009
Thomas J. Vogt, President

5. Specifications:

a. Permitted Operations:

- Composting Facility (mixed wastes)
- Composting Facility (yard wastes)
- Landfill Disposal Site
- Materials Recovery Facility

- Processing Facility
- Transfer Station Large Volume
- Transformation Facility
- Other: _____

b. Permitted Hours of Operation:

- Receipt of waste *Monday-Saturday: 24 hours/day*

c. Permitted Tons per Operating Day:

- Non-hazardous - General *Total: 1,500 Tons/Day*
- Non-hazardous - Sludge *1,100 Tons/Day*
- Non-hazardous - Separated or commingled recyclables *N/A Tons/Day*
- Non-hazardous - Other (see Section 14 of Permit) *300 Tons/Day*
- Designated (see Section 14 of Permit) *100 Tons/Day*
- Hazardous (see Section 14 of Permit) *N/A Tons/Day*

d. Permitted Traffic Volume:

- Incoming Waste Materials *Total: 470 Vehicles/Day*
- Outgoing Waste Materials (for disposal) *370 Vehicles/Day*
- Outgoing Materials from the materials recovery operations: *80 Vehicles/Day*
- *20 Vehicles/Day*

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (acres)	3.2	N/A	2.37	0.83	N/A	N/A
Design Capacity		N/A	tpd	tpd	N/A	N/A
Max. Elevation (ft. MSL)		N/A				
Max. Depth (ft. BGS)		N/A				
Estimated Closure Date		N/A				

This permit is granted solely to the operator named above. Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

6. Approval:

Richard Hanson

Approving Officer Signature
Richard Hanson, Chief

Name/Title

7. Local Enforcement Agency Name and Address:

*County of Los Angeles-Environmental Health
Solid Waste Management Program
2525 Corporate Place, Room 150
Monterey Park, California 91754*

8. Received by CIWMB: March 27, 1995

9. CIWMB Concurrence Date: April 25, 1995

10. Permit Review Date: May 9, 2000

11. Permit Issue Date: May 9, 1995

11.B. Permit Transfer Date: September 16, 1998



LINDA S. ADAMS
SECRETARY FOR
ENVIRONMENTAL PROTECTION



ARNOLD SCHWARZENEGGER
GOVERNOR

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812-4025
(916) 341-6000 • WWW.CIWMB.CA.GOV

MARGO REID BROWN
CHAIR,
MBROWN@CIWMB.CA.GOV
(916) 341-6051

Date: Sept 12. 06

To: Landfill and Transfer Station Facility Operators

RE: Unannounced Site Visits During Survey Week

JEFFREY DANZINGER
JDANZINGER@CIWMB.CA.GOV
(916) 341-6024

Thank you for your participation in an unannounced site visit by the California Integrated Waste Management Board (CIWMB). The purpose of this visit is to determine whether facilities are collecting information on where waste is from (waste origin), as required by Title 14, California Code of Regulations (CCR), Division 7, Chapter 9, Article 9.2, Sections 18809-18810.11, and to observe how the information is being collected. This letter is to notify you of the results of our visit. In the past, many facilities have requested this information be given to them promptly, so they may correct the situation immediately if necessary.

ROSALIE MULÉ
RMULE@CIWMB.CA.GOV
(916) 341-6016

The regulations effective as of January 1, 2006, require permitted solid waste facilities located in rural jurisdictions to conduct, at a minimum, quarterly surveys to obtain information on the jurisdiction(s) of origin for each vehicle load, including self-hauled waste, delivered to the facility during the required, standard survey weeks. (For a list of rural jurisdictions refer to the CIWMB's web site: <http://www.ciwmb.ca.gov/lgcentral/Rural/List.htm>.) All other permitted solid waste facilities, at a minimum, must obtain waste origin information on a daily basis for all compacted loads and all uncompacted loads greater than 12 cubic yards. These facilities have the option of only collecting origin information for uncompacted loads of 12 cubic yards or less during the standard survey weeks, unless a local authority (e.g., the county) requires more frequent collection of origin information.

CHERYL PEACE
CPEACE@CIWMB.CA.GOV
(916) 341-6039

GARY PETERSEN
GPETERSEN@CIWMB.CA.GOV
(916) 341-6035

PAT WIGGINS
PWIGGINS@CIWMB.CA.GOV
(916) 341-6010

As you may know, **March 8-14, June 8-14, September 8-14 and December 8-14** are the standard survey weeks. Staff from CIWMB brought waste to your facility during one of these survey weeks. The results of the site visit are summarized below:



IN COMPLIANCE The facility's gatehouse attendant asked for the jurisdiction of origin of the load and the origin information was correctly recorded.

OUT OF COMPLIANCE
 The facility's gatehouse attendant did not ask for the origin of the load,
 The facility's gatehouse attendant asked for the jurisdiction of the load, but did not record the origin name correctly.

Transfer/Processing Facility Inspection Report

(Large Volume Transfer/Processing Facility, Medium Volume Transfer/Processing Facility and Direct Transfer Facility)



Enforcement Agency: Los Angeles County Public Health / SWP		For Official CIWMB Use Only	
FACILITY FILE NUMBER: 19-AK-0001		INSPECTION DATE (MM/DD/YYYY): 01/17/2007	
PROGRAM CODE (Select only one code) <input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Time In: _____ Time Out: _____	Inspection Time: _____
Facility Name: BEA-ACT WASTE XLR		Received By (Operator): _____	
Facility Location: 2501 E. 68TH ST, LONG BEACH		Owner: REPUBLIC/CONSOLIDATED	
Inspector: P. CHRISTINE URBACH		Inspector Signature: _____	
		Also Present: _____	

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR).

THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMIT FILING REQUIREMENTS & PERMITS	V	A	SITING AND DESIGN	V	A	CONTROLS	V	A
PRC 44002 - OPR AUTH BY SWF PERMIT	<input type="radio"/>	<input type="radio"/>	17406.1(c) - INT COVER (Ops/closure)	<input type="radio"/>	<input type="radio"/>	17350 - WASTE TIRE STORAGE	<input type="radio"/>	<input type="radio"/>
PRC 44004 - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	17406.2 - GENERAL DESIGN	<input type="radio"/>	<input type="radio"/>	17408.3 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - COMPLIES W/TERMS & COND	<input type="radio"/>	<input checked="" type="radio"/>	17419.1 - VISUAL SCREENING	<input type="radio"/>	<input type="radio"/>	17408.5 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>
PERMITS/A NOTIFICATION REQUIREMENT			OPERATING CRITERIA			PERSONNEL HEALTH & SAFETY		
17403.4 - DIRECT TRANSFER FAC - REGIS PMT	<input type="radio"/>	<input type="radio"/>	17407.2 - CLEANING	<input type="radio"/>	<input type="radio"/>	17409.6 - PARKING	<input type="radio"/>	<input type="radio"/>
17403.5 - EMERGENCY T/P OP - NOTIF	<input type="radio"/>	<input type="radio"/>	17409.1 - ROADS	<input type="radio"/>	<input type="radio"/>	17410.4 - VECTOR, BIRD & ANIM CONTROL	<input type="radio"/>	<input type="radio"/>
17403.6 - MEDIUM VOL T/P FAC - REGIS PMT	<input type="radio"/>	<input type="radio"/>	17409.2 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	17418.3 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
17403.7 - LARGE VOL T/P FAC - FULL PMT	<input type="radio"/>	<input type="radio"/>	17409.4 - SIGNS	<input type="radio"/>	<input type="radio"/>	17408.7 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>
17403.8 - FACILITY PLAN	<input type="radio"/>	<input type="radio"/>	17409.5 - LOAD CHECKING	<input type="radio"/>	<input type="radio"/>	17408.8 - PROTECTION OF USERS	<input type="radio"/>	<input type="radio"/>
17403.9 TRANSFER PROC REPORT	<input type="radio"/>	<input type="radio"/>	17410.1 - SOLID WASTE REMOVAL	<input type="radio"/>	<input type="radio"/>	17410.2 - SUPERVISION AND PERSONNEL	<input type="radio"/>	<input type="radio"/>
21640 - TITLE 27 - REVIEW OF PERMIT	<input type="radio"/>	<input type="radio"/>	17414 - RECORD KEEPING REQ	<input type="radio"/>	<input type="radio"/>	17410.3 - TRAINING	<input type="radio"/>	<input type="radio"/>
18221.6 TRANSFER/PROCESSING RPT	<input type="radio"/>	<input type="radio"/>	17415.1 - COMMUNICATIONS EQUIP	<input type="radio"/>	<input type="radio"/>	17418.2 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>
REGISTRATION REQUIREMENTS			CONTROLS			HANDLING, EQUIPMENT & MAINTENANCE		
18104.7 - REGISTRATION PERMIT REVIEW	<input type="radio"/>	<input type="radio"/>	17418.2 - LIGHTING	<input type="radio"/>	<input type="radio"/>	17408.4 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>
18221.5 - FACILITY PLAN - MED VOL	<input type="radio"/>	<input type="radio"/>	17418.1 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	17408.6 - MAINTENANCE PROGRAM	<input type="radio"/>	<input type="radio"/>
SITING AND DESIGN			OTHER			OTHER		
17406.1(a) - SITING ON LANDFILLS	<input type="radio"/>	<input type="radio"/>	17407.1 - BURNING WASTE & OPEN BURN	<input type="radio"/>	<input type="radio"/>	17409.3 - SCAVENGING & SALVAGING	<input type="radio"/>	<input type="radio"/>
17406.1(b) - INT COVER (Foundation stable)	<input type="radio"/>	<input type="radio"/>	17407.3 - DRAINAGE CONTROL	<input type="radio"/>	<input type="radio"/>	17415.2 - FIRE FIGHTING EQUIPMENT	<input type="radio"/>	<input type="radio"/>
			17407.4 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	17416.1 - HOUSEKEEPING	<input type="radio"/>	<input type="radio"/>
			17407.5 - HAZ, LIQ & SPEC WASTES	<input type="radio"/>	<input type="radio"/>	17416.3 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>
			17408.1 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			17408.2 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

AOC: PRC 44014(b) - TERMS & CONDITIONS - WEATHER STATION NOT FUNCTIONAL. SPOKE W/ IT PERSON, WHO IS CURRENTLY BETA-TESTING SOFTWARE FOR INSTALLATION BEFORE END OF MONTH.

REVIEWED (UGS, IRRADIATION DETECTOR FAIL,

NO SOLID WASTE CODE VIOLATIONS AT TIME OF INSPECTION.

INSTRUCTIONS ON BACK

Correct Incorrect

CONSOLIDATED DISPOSAL SERVICE

A Subsidiary of  **REPUBLIC SERVICES, INC.**

January 29, 2007

2495 E. 68th Street

Long Beach, CA 90805

Facsimile (562) 531-4710

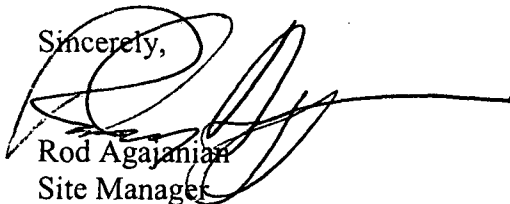
Karie Webber
City of Long Beach
333 West Ocean Blvd.
Plaza Level
Long Beach, CA 90802

Subject: PA-01207 – Processing Method

Dear Ms. Webber,

The Long Beach sweeping debris is delivered to the Bel-Art Transfer Waste Station by trucks from the Long Beach City Yard. The trucks and material are weighed on a 70' certified scale and a net weight is determined. The material and trucks are then directed to a designated area on the tipping floor where the material is then dumped. At this point, contaminants are removed. The material is pushed by a dozer and mixed with ground green waste. It is then loaded into a 50' walking floor trailer and shipped to Chiquita Canyon Landfill as A.D.C. (Alternative Daily Cover). The residual contaminants are combined with M.S.W. (Municipal Solid Waste) and shipped to Chiquita Canyon Landfill as M.S.W.

Sincerely,



Rod Agajanian
Site Manager

RA/tuc