BID NUMBER PA-03311

TO:

CITY OF LONG BEACH CITY MANAGER

ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level

Long Beach, California 90802



INVITATION TO BID

HAZARDOUS WASTE SERVICES

. 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:	Long Beach	CA	ON THE	14	DAY OF _	June MONTH		_ 20 _	11 .	_
COMPANY NAME:	Ocean Blue Environment	tal Serv	ices, Inc		TIN:					
STREET ADDRESS:	925 W. Esther St.	CITY	: Long B	each		(FEDERAL TAX IDI			90813	_
PHONE:	562-624-4120		FAX:	562-	624-4127					_
si hele	(SIGNATURE)			<u>.f.(</u>	<u>5. (V.</u>	P. (TITLE)				_
Moonho C			mo	onhole	e@aol.com					_
S/	(PRINT NAME) (SIGNATURE)		Pr	es.d		(EMAIL ADDRESS) (TITLE)	/			
Ron Dare			ron	dare@	ocean-blue.c					
ALL SIGN	(PRINT NAME) NATURES MUST BE NOTARIZED	FOR ALL	COMPANIE	S LOCA		(EMAIL ADDRESS) IE STATE OF C	ALIFOR	RNIA.		
NO O	UT-OF-STATE BID WILL BE CON NOTARIES ARE				AL ACKNOWLED ORNIA BIDDERS		ACHEE).		

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.

APPROVED AS TO FORM ROBERT F.-SHANNON

THE CITY OF LONG BEACH

Director of Financial Management

Date

CITY ATTORNEY

Rev 01.27.10

BID NUMBER PA-03311

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

The following information is submitted regarding the Bidder:								
Logal Form of Bidder								
Legal Form of Bidder: Corporation State of CA								
Partnership								
General □ Limited □								
Joint Venture □								
Individual DBA Limited Liability Company State of								
Limited Liability Company State of								
Composition of Ownership (more than 51% of ownership of the organization): Ethnic (Check one):								
☐ Black ☐ Asian ☐ Other Non-white								
Hispanic American Indian Caucasian								
Non-ethnic Factors of Ownership (check all that apply): □ Maje □ Yes - Physically Challenged □ Under 65								
Female								
Is the firm certified as a Disadvantaged Business: No No								
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?								
VYes □ No								
Name of certifying agency: COUNTY OF LOS ANGELES & CITY OF LOS ANGELES								
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 <u>contracts</u> 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.								

BID NUMBER PA-03311

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Stat	te of			
Cou	inty of			
On	Before			
	DATE	NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"		
Per	sonally appeared	NAME(S) OF SIGNER(S)		
personally known to me - OR - proved to me on the basis of satisfactory evidence to be to person(s) whose name(s) is/are subscribed to the with instrument and acknowledged to me that he/she/th executed the same in his/her/their authorized capacity(is and that by his/her/their signature(s) on the instrument to person(s), or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.				
		SIGNATURE OF NOTARY		
		OPTIONAL		
Though	gh the data below is not required by law, it may prov rm.	re valuable to persons relying on the document and could prevent fraudulent reattachment of		
	CAPACITY CLAIMED BY SIGN	IER DESCRIPTION OF ATTACHED DOCUMENT		
	INDIVIDUAL CORPORATE OFFICER			
	TITLE(S)	TITLE OR TYPE OF DOCUMENT		
	PARTNER(S)			
	ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	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.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information.

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.

12. 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.

13. 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.

14. 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.

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

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

Please visit http://www.longbeach.gov/purchasing/diversity.asp 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:	

thnic Factor	rs of	Owner	ship: (more than 51%	.)		
Black	()	American Indian	()	
Hispanic	ì	j	Other Non-white	į.)	
Asian	()	Caucasian	Ì)	
Certified by:						

16. 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.

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

BID DUE DATE:	Tuessday, June 14, 201
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)

	REGINA BENAVIDES	562-570-6164
	BUYER	TELEPHONE NUMBER
В.	TECHNICAL (SPECIFICATIONS, DI	RAWINGS, ETC.)

REGINA BENAVIDES 562-570-6164

DEPARTMENT CONTACT TELEPHONE NUMBER

17. 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 <u>not</u> 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 <u>not</u> be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the <u>apparent</u> 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

18. INTER-AGENCY PARTICIPATION:

IF	OTHER	AGE	NCIES	EXF	PRESS	AN	INTEREST	IN
PAR	RTICIPATIN	G IN	THIS	BID,	WOULD	YOU	SUPPLY	THE
SAM	IE 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.)

19. 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.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a 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 changes 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.

- 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 totaling 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 totaling \$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 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.

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 Rosie Bouquin at 562-570-7079 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. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT: Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets

and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

- 30. 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.

<u>The City, its officials, employees and agents shall be named as additional insureds as respects:</u> 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.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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.

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.

CONTRACT PERIOD

Contract shall commence with award and end twelve months after date of award or after the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with 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 price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show 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.

EXTENSIONS

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

Price increase shall not exceed	3	_% during first renewal.
Price increase shall not exceed	3	% during second renewal

RESPONSE (SPECIAL) SCHEDULE

Contractor shall be available 24 hours a day, seven days a week. Contractor shall respond to emergencies within 30 minutes after receipt of call or order for EMERGENCIES (Summary of Bid Items Section I). Emergencies shall be defined as any threat to public health, safety or environment and shall be determined 'on-scene' by the highest ranking City of Long Beach Fire Department representative, departmental employee (see page 11) or designee. The City shall determine in its sole discretion whether a situation is an emergency or not.

Contractor shall respond within two (2) working days after receipt of call or order for NON-EMERGENCIES (Summary of Bid Items Section II).

PRE-BID CONFERENCE

In lieu of a pre-bid conference, the Purchasing Division will accept questions and/or comments in writing. For questions regarding this bid, **submit all inquiries via email to Regina.Benavides@longbeach.gov by 05/26/11 at 4:30 p.m.** Responses to questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than 06/02/11 at 4:30 p.m. All bidders are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

BASIS OF AWARD OF CONTRACT:

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 bidder's experience, references, equipment, facility, operations, quality, fitness, capability and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy and compliance with City requirements shall also be determining factors of award. The City reserves the right to award contracts on an "all or none" or on a 'by section' basis.

ADDENDUM

Bidders are responsible for and shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Bidder must download bid specifications and addenda from the City's website. Failure to include the addenda with the bid will cause the bid to be rejected.

SCOPE OF SERVICE

Contractor shall provide clean-up services at the City's request to remove WASTE MATERIALS from a site in accordance with pertinent federal, state, county and local laws, rules and regulations.

"WASTE MATERIALS" Includes, but is not limited to, hazardous substances, hazardous waste and any materials which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or environment.

Contractor shall provide all labor, supervision, equipment, supplies, materials, tools, machinery, appliances, transportation and services necessary to perform the work specified.

Contractor shall package, transport and dispose of all WASTE MATERIALS in accordance with all federal, state, county and local laws, rules, regulations and ordinances and Contractor shall dispose of all WASTE MATERIALS at facilities holding the appropriate permits and licenses for disposal.

Contractor is responsible for ascertaining that the permits and licenses are in good standing at all times.

Contractor shall label and test drums or other packaging, as required by all county, state and federal laws and regulations.

Contractor shall maintain its staff, equipment and vehicles in compliance with all county, state and federal laws and regulations.

Contractor shall pay all costs, fees and taxes, including but not limited to, laboratory fees, disposal fees and taxes imposed on hazardous waste, incurred in the performance of its work hereunder.

Contractor shall no co-mingle or consolidate WASTE MATERIALS with those in its possession collected from non-City sources without the specific written permission of the City.

Contractor shall maintain all required records, including manifests, as required by law. Contractor shall make such records available for inspection and copying by the City or its designee upon five-business days prior notice. Contractor shall not dispose of such records without the written permission of the City, and, at the time of termination or expiration of this agreement, shall provide the City with the originals or copies of such records within thirty days after pick-up of WASTE MATERIALS.

Contractor shall, upon request, furnish all required shipping manifests at time of pick-up and shall furnish documented proof to the City contacts or designee involved in disposal of hazardous materials at an authorized disposal facility within 30 calendar days after each pick-up.

Contractor shall dispose of all WASTE MATERIALS at a facility holding the appropriate permits and licenses to accept that type of WASTE MATERIALS.

Contractor shall not store WASTE MATERIALS except in compliance with all county, state and federal laws and regulations.

Contractor must conduct all aspects of its operation in accordance with the City's NPDES permit and so as not to discharge to the municipal storm sewer system.

Contractor shall defend, indemnify and hold harmless the City, its officials, board, commissions, employees and agents for Contractor's actions or inactions under the Contract, and for Contractor's failure to transport and dispose of WASTE MATERIALS, including but not limited to, payment of any fines and penalties.

Contractor shall coordinate with designated City personnel response to discovery, leak, spill or danger from hazardous materials.

Contractor shall pick-up waste oil and oily wastewater as required by the City (vacuum truck service shall not be required for pick-up of waste oil, but only oily waste water).

Contractor shall test waste oil to determine if chlorides exist causing contamination.

Contractor shall ensure that "clearance" air testing is performed prior to re-occupation of areas after completion of clean-up activities and provide bulk sampling as needed.

Contractor shall remove WASTE MATERIALS and any visible residue associated with the clean up at the work site.

The City agrees to store all WASTE MATERIALS to be collected in a covered and secured/fenced area while awaiting disposal.

CITATIONS AND VIOLATIONS

Contractor shall provide the City with a list of any violations and/or citations that Contractor or any contractor-owned related business entities, associated firms, and parent companies involved in processing any portion of the City's waste, has received within the past three (3) years for noncompliance with any hazardous waste laws, permit requirements and/or CalOSHA requirements.

Citations and violations	Yes	No_X
If yes please list on an additional sheet		

ADDITIONAL WORK

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

BLANKET PURCHASE ORDER (BPO) AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. 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 (purchase order) issued by the using Department. Contractor must reference the BPO release number on all invoices. The BPO number is not required on the invoice.

BILLING REQUIREMENTS

The Billing Invoice shall include the BPO release number and department or bureau name.

Contractor shall include with each invoice an itemization showing roundtrip travel time starting from Contractor's yard to the Transfer, Storage and Disposal Facility. When Contractor responds to multiple spills occurring in additional cities, only the cost for transport of City containers shall be billed.

EMERGENCY CLEAN-UP RESPONSE BILLING PROCEDURES

Contractor shall bill the City from portal to portal from the time Contractor leaves its facility to the time it returns to the Contractor's yard or other approved facility (TSD). No additional time for cleaning, restocking or unloading will be permitted. There shall be no minimum time charged for emergency response personnel or trauma scene clean-up Monday – Friday 8am to 5pm. Additionally, 4 hour minimum for supervisors on trauma responses after 5 pm are not permitted.

DISPOSAL/DUMPING BILLING PROCEDURES

There will be no minimum time charged for profiling, manifesting and scheduling for each disposal. Individual responses/accounts will be billed according to the actual time spent for these activities.

When Contractor transports containers from several different incidents for disposal (ie "milkruns"), Contractor shall prorate the charges on the individual containers/invoices according to the number of containers in the load (eg if five containers are in a load and the cost is \$200, each account will be charged \$50 instead of \$200).

MARK-UP COSTS

Contractor shall, upon request, submit evidence satisfactory to the City regarding all cost mark-ups and, but submitting a bid, gives permission to the City to inspect and verify such costs from the Contractor's records.

Contractor shall give the City the benefit of any price reductions when disposing of waste materials in the most cost effective manner (eg recycling of waste materials).

CITY CONTACTS

Contractor shall coordinate departmental non-emergency hazardous waste removal with the following City contacts or designees:

- a. Health Dept Nelson Kerr, Haz Ops Officer, 562-570-4170
- b. Fleet Services Bureau Tom Romin, 562-570-5411
- c. Fire Dept April Tomecko, 562-570-2570
- d. Gas & Oil Toni Juliano, 562-570-2073; Roland Garrels 562-570-2022
- e. Human Resources/Safety Officer Steve Choi, 562-570-6476
- f. Library Jeff Brown, 562-570-6944
- g. Public Service/Street Maintenance Art Cox, 562-570-2784
- h. Police Dept Glenda Pakingan, 562-570-7493
- i. Airport Dean Crider, 562-570-1253
- j. Public Service/Traffic Operations Mike Sickles, 562-570-3263
- k. Public Service/Facilities Mgmt Ernie Jarmillo, 562-570-2756
- I. Water Chris Wilkerson, 562-570-2441

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. At least one of the references shall be a public agency. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customers 5 references may void bid if the city has no prior experience with bidder.

PROOF OF INSURABILITY

(Including coverage for asbestos abatement and control measures)

A **letter of commitment** from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (single limit for liabilities and as further described on page 9 of the Contract General Conditions Section) shall be submitted at the time of the award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.

In addition, Contractor shall, at least 30 days prior to expiration of such policies, furnish City with certificates of insurance and endorsements evidencing renewal of the above required insurance. The City reserves the right to require complete certified copies of all policies of Contractor or any of Contractor's contractors or subcontractors at any time.

Contractor agrees to make available to the City all books, records and other information relating to the insurance coverage required by this Contract during normal business hours.

The City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Contractor's liability or obligations under this Contract.

DISPOSAL METHOD AND FACILITY COMPLIANCE

Contractor shall supply waste disposal methods for the bid items (1-11) listed in COST SECTION SUMMARY OF BID ITEMS SECTION II along with the names, addresses and contact persons of the Transfer Storage Disposal Facilities (TSDF) to which the waste will be transported. Contractor shall ascertain that any TSDF used for City waste has the appropriate current permits and is in compliance with all local, state and federal laws pertaining to the type of waste being disposed.

LICENSE AND CERTIFICATE REQUIREMENTS: HAZARDOUS WASTE

Bidder hereby declares that it possesses all federal, state and local licenses, certificates and permits for the bid items on which it is bidding.

LIST REQUIRED NUMBERS

EPA ID Number: CAD 983608258	Expiration Date: Not Applicable				
State Hauler Number: 3354	Expiration Date: August 31, 2011				
CHP Carrier Number: CA 119128	Expiration Date: September 30, 2011				
Contractor's License Number: 709140 A HAZ					
Expiration Date: July 31, 2011					

Bidder shall submit copies of all licenses, certificates and permits WITH bid.

LIQUIDATED DAMAGES

Time is of the essence. If response is not completed by the time stated previously for response, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impractical or extremely difficult to determine. The parties agree that the sum of \$300 per hour (for emergencies) for each hour of delay for each situation shall be fixed as liquidated damages (and not as penalty or forfeiture for breach). Liquidated damages shall apply where response is delayed beyond the time stated.

AIR RESOURCES REQUIREMENT

Contractor shall comply with all rules, standards and regulations set forth by AQMD and any subsequent amendments, and the standards and regulations issued in this Contract. Contractor certifies that all service will conform to and comply with said standards and regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents from and against all claims, demands, damage, liability, loss, causes of action, costs and expenses (including attorney's fees) arising from Contractor's failure to comply with the AQMD standards and regulations or the standards and regulations issued in this Contract, and for failure of the service furnished under this Contract to so comply.

DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS

Contractor shall familiarize itself with all existing surface installations at each location where a response is required and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by Contractor shall be repaired at Contractor's sole cost and expense.

SPECIFICATIONS

	Comply YES	Comply NO
Contractor shall provide mitigation and clean-up of WASTE MATERIALS for emergencies on both public and private property.	х	
2. Contractor shall be available 24 hours a day, seven days as week for Emergency Services and shall arrive on the scene to such emergencies within 30 minutes after receipt of call.		
 Contractor shall have a chemist available for consultation with representatives of the City and for testifying in a court of law. 	х	
4. Contractor shall be capable of collections split samples for evidence and analysis, and transport to storage and/or laboratory designated by the City, in accordance with applicable laws and procedures. Contractor shall provide for sample containers, preservation, chain of custody and disposal of sample material.	x	
 Contractor shall have the ability to store as evidence material as large as a 40-yard roll-off bid for as long as one year. 	x	
6. Contractor's employees involved in Item #4 above shall be available and capable of testifying in a court of law.	х	
 Contractor shall have the professional certification and proof of the required training to perform the above described activities. 	х	
8. Contractor shall, with prior notice, be able to participate in the planning and execution of investigations involving the alleged illegal generation, treatment, storage or disposal of hazardous materials.	x	
Contractor shall, upon request from the City, make available a list of and for inspection all equipment and maintenance records used for hazardous materials responses.	х	

SPECIFICATIONS

	Comply YES	Comply NO
10.Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary in the performance of this work.	х	
11. Contractor shall perform the work in a safe, professional and workmanlike manner in accordance with generally accepted practices for the nature of the work which include but are not limited to: FED/OSHA, Cal/OSHA, BPA, Cal-EPA, California Water Resources Control Board and SCAQMD mandates.	x	
12. Contractor shall have facilities available to store contaminated vehicles.	х	
13. Does Contractor have a staff chemist? (Having a staff chemist is desirable but is not a requirement.)		x

^{*} NOTE (Item 1 thru 12) Failure to respond or a negative response may cause the bid to be considered non-responsive.

WE ARE PLEASED TO SUBMIT THIS BID 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.

SUMMARY OF BID ITEMS

SECTION 1 EMERGENCY and NON-EMERGENCY RESPONSE

Contractor shall bill labor cost at straight time for all work performed.

Contractor shall quote labor rates and provide explanations as required herein:

1. LABOR CLASSIFICATION

		Straight Time Per	Over Time Per Hour	Double Time Per
A.	Hazmat Laborer	Hour \$ <u>13.00</u>	\$ <u>15.00</u>	Hour \$ <u>19.00</u>
B.	Hazmat Technician	\$	\$	\$
C.	Hazmat Leadman	\$	\$ <u>45.00</u>	\$
D.	Hazmat Supervisor	\$ ^{55.00}	\$ 55.00	\$
E.	Health & Industrial Hygienist	\$40.00	\$ ^{45.00}	\$ 55.00
ъ. F.	Trauma Scene Practioner	\$34.00		\$ ^{50.00}
		\$ ^{40.00}	` 	\$ ^{55.00}
G.	Chemist (desirable but not required)	Ψ	Ψ	Ψ

^{*}Overtime will be reimbursed if employee is at the site more than eight (8) hours.

^{**} Double time shall be billed if work is performed on federal holidays.

LABOR RATES (Contractor shall define the following classifications):

Straight time: (please specify if a minimum time is billed for each call). NOTE: Minimum charges are not permitted for emergency response personnel or trauma scene clean-up Monday – Friday, 8am to 5pm. Additionally, minimum charges are not permitted for supervisors on trauma responses Monday – Friday, 8 am to 5 pm.

Monday through Friday from 8:00 AM TO 6:00 PM. 4-Hour Minimum call-out on Personnel Only on
E/R calls after 18:00 and before 8:00. No 4-Hour minimum on supervisors on trauma scene clean up.
*Overtime: (please specify when overtime is paid).
Monday through Friday, before 8:00 am and after 6:00 pm. All day on Saturdays.
**Double time: (please specify when double time is paid. For holidays, indicate which holidays).
Sundays and Holidays. New Year's Day, Labor Day, Martin Luther King, Jr.'s Birthday, Presidents Day, Veteran's Day,
Memorial Day, Fourth of July, Thanksgiving Day, Day after Thanksgiving, December 24th, Christmas Day.

2. VACUUM TRUCK WITH OPERATORS

Contractor shall bill vehicle cost for actual hours of work performed.

	Disposal Rate	
100 -120 BBL (Steel)	\$65	per hour
60 - 70 BBL (Steel)	\$ <u>65</u>	per hour
100 - 140 BBL (Stainless steel)	\$ 65	per hour

Vacuum truck holding charge beyond 24 hours: \$0 per 24-hour period.

3. **DISCOUNT**

Contractor shall state the discount allowed to the City and include current price schedules/price lists with bid for the following:

a. Emergency Response Labor rate classification not specified herein: 30	%
Discount from: Published Rates dated: March 1, 2011	
B. Non-Emergency Labor rate classifications: 30 % Discount from: Published Rates dated: March 1, 2011	
C. Equipment, Materials and Supplies: 20 % Discount from: Published Rates dated: March 1, 2011	
D. Vehicle Rate Sheet: 20 % Discount from: Published Rates dated: March 1, 2011	
4. NET LANDED COST	
For all items not listed above, <u>Contractor shall indicate markup percentage or LANDED COST</u> . Upon request from the City, Contractor shall submit evi satisfactory to the City on NET LANDED COST, and by submitting this bid permission to the City to inspect and verify such cost form Contractor's records.	dence
INDICATE MARK-UP PERCENTAGE ON YOUR NET LANDED COST FOR FOLLOWING:	THE
a. Subcontractor and Rental Charges: 10 %	
b. Disposal Charges: 10 %	
c. Laboratory Charges: <u>0</u> %	
5. STORAGE CHARGES	
State storage charge for 55 gallon drums of hazardous waste after free per Contractor's facility: 0 per drum/day. NOTE: Specify other rate is appropriate (ie) container, pound, etc)(Health Dept on	
None.	
Contractor shall state free day period allowed for drum storage:	
All Days.	

Vehicle Storage and Pick-Up	
Storage Charges	
Storage Rate	\$\frac{0}{Contractor's}\$ (for vehicles delivered by the City to the
Pick-up Charges	\$\frac{0}{Contractor's storage facility}\$ (for vehicles delivered by the City to the
	minutes after receipt of call or order (Contractor respond to EMERCENCIES within 30 minutes after of call or order.
must	One days after receipt of call or order (Contractor respond to NON-EMERCENCIES within 2 days after of call or order.
PAYMENT TERMS: Net %	5 <u>30</u> days

SECTION 2 NON-EMERGENCY

SEC1	FION 2 NON-EMERGENCY					
			Est Annual	Minimum		
Item	Description	Container	Amt	Pick-up	Unit Price	Extension
01	Oil/floor sweep absorbent	55 gal 17H drum	180 dr	15 dr	\$22.00	\$3,960.00
	Chinical sweep absorbent	Plastic	.00			
		within 55			45.00	45.00
02	Asbestos material (brake dust)	gal drum	1 time/yr	1 dr	\$ 45.00	\$ 45.00
03	Asbestos material (building)	55 gal	8 dr	2 dr	\$45.00	\$360.00
	Asbestos material (with fecal				22.50	\$ 90.00
04	impregnation)	55 gal	4 dr	2 dr	\$22.50	\$ 30.00
	Furnish 55 gal drums (empty)	55 gal			\$35.00	\$ 6,300.00
05	open tip with or without lids	17H drum	180 dr	5 dr		
06	Paint thinners	55 gal	8 dr	2 dr	\$104.50	\$836.00
07	Asphalt emulsion – semi-solid	55 gal	12 dr	2 dr	\$65.00	\$780.00
	Petroleum residues in absorbent			١	\$ 50.00	\$1,250.00
08	or sand, mixed, partially solid	55 gal	25 dr	2 dr	T	
09	Lead waste (building)	55 gal	1 dr	1 dr	\$105.00	\$105.00
10	Solidified water-base paint	55 gal	2 dr	2 dr	\$40.00	\$80.00
	Waste oil/recycled (non-		40.000		\$ 0.05	
11	chlorinated)		10,000 gal		Ψ	per gallon
12	Oily waste water		5,000 gal		\$ 0.25	per gallon
13	Solid surcharge		20 4		\$ 1.50 \$ 0.45	per gallon
14	Anti-freeze		36 drums		\$ 0.45	per gallon
1 45	Vacuum truck (for oily waste				\$ 0.07	per gallon
15	water pick-up only)				\$ 10.00	each
16 17	Chor-D-tect			 	\$ 1.00	each
18	Copper wire Vacuum truck (sewage sediment)				\$ 65.00	per hour
10	Vacuum truck (sewage sediment) Vacuum truck (storm drain sump					per nour
19	sediment)				\$ 65.00	per hour
20	Solid surcharge (if applicable)				\$ 0.00	per gallon
20	Additional charge for quantities				 	po:_gao
21	less than minimum pick-up				\$221.65	
22	Minimum pick-up charge				\$0.00	
	Indicate cost mark-up, if					
	applicable for the following					
23	disposal fees:					
	A) Class I facility				tractor cost	
	B) Incineration facility				tractor cost	
	C) PCB facility Upon request, evidence satisfactory to the City shall be submitted on Contractor cost, as					
					on Contrac	tor cost, and
	permission given to inspect and verify such costs from the Contractor.					
24	Please quote discount from Contra	ctor's publish	ned price list f	for the follow	wing	
24	classifications:				30 %	% discount
-	A) Labor B) Materials/Supplies					6 discount
-		renorts etc				6 discount
L	C) Miscellaneous equipment, Lab reports, etc				120 /	o diacount

NOTE: ALL COSTS MUST BE DISCLOSED IN THE BID SECTION. NO ADDITIONAL COSTS ARE ALLOWABLE FOR HAZARDOUS WASTE CLEAN-UP AND DISPOSAL.

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Moonho C. Lee	Title: CFO/VP
Signature: LLC L	Date: 06/11/11
Business Entity Name: Ocean Blue Environme	ntal Services

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name:	Ocean Blue Environmental Services, Inc.	Federal Tax	c ID No.
Addres	S: 925 W. Esther St.		
City: Lo	ng Beach	State: <u>CA</u>	ZIP: 90813
Contact Person: Moonho C. Lee		Telephone:	
Email:	moonholee@aol.com	Fax: 562-624-	4127
Section	n 2. COMPLIANCE QUESTIONS	<u> </u>	
_			
Α.	The EBO is inapplicable to th		
_	Contractor/Vendor has no em		
B.	Does your company provide ((or make available	No
	expense) any employee bene	.C. If "no " proof	NU
	(If "yes," proceed to Question	C. II no, proce	ed to section 5, as the
_	EBO does not apply to you.)	(ar maka ayailah	lo at the employees'
C.	Does your company provide (expense) any benefits to the	on make available	playees
	, , ,	spouse of all em	ployee !
_	<u>× </u>	(or make availah	le at the employees'
D.	expense) any benefits to the	domostic partner	of an employees
	X Yes No (If you	uomestic partifei Langwered "no" t	o both questions C and
	D, proceed to section 5, as the		
	If you answered "yes" to both		
	Question E. If you answered		
	D, please continue to section		
E.	Are the benefits that are avai		se of an employee
	identical to the benefits that a		
		No	
	(If "yes," proceed to section 4	l, as you are in c	ompliance with the EBO.
	If "no," continue to section 3.))	·
Sectio	n 3. PROVISIONAL COMPLIAN	<u>CE</u>	
Α.	Contractor/vendor is not in co	•	ne EBO now but will
	comply by the following date	•	
	Dutha final affactive	data aftau tha firai	t anan anrallmant process
			t open enrollment process
	following the contract start do Contractor/vendor submits e	vidence of taking	u ivvo ycais, ii iiic i resennahle messures to
	comply with the EBO; or	VIGETICE OF LANITY	reasonable measures to
	comply with the EBO, of		

		administrative steps can be taken to in benefits in the Contractor/vendor's nree months; or		
	Upon expiration of the agreement(s).	contractor's current collective bargaining		
B.	are unable to do so, do you agequivalent? (The cash equivalent	ole measures to comply with the EBO but gree to provide employees with a cash alent is the amount of money your nefits that are unavailable for domestic		
Section 4.	REQUIRED DOCUMENTAT	<u>'ION</u>		
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.				
Section 5. <u>CERTIFICATION</u>				
the forego contractua additional	oing is true and correct and that ally. By signing this certification obligations of the Equal Bene on Municipal Code and in the t	the laws of the State of California that t I am authorized to bind this entity n, I further agree to comply with all fits Ordinance that are set forth in the terms of the contract of purchase order		
Executed	this 9 day of June	_, 20 <u>11</u> , at <u>Long Beach</u> , <u>CA</u>		
Name Mo	onho C. Lee	Signature Le		
Title_CFC)/VP	Federal Tax ID No.		



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

June 1, 2011

NOTICE TO BIDDERS

ADDENDUM NO. 1 BID NO. PA-03311 HAZARDOUS WASTE SERVICES

Please acknowledge receipt of this addendum by signing and returning with your bid.

This addendum includes the questions that were asked by prospective bidders and the responses that were provided by City representatives.

- 1. Q: Is there a pre-approved list of TSDF's for the City of Long Beach?
 - A: The City does not maintain a list of pre-approved TSDF's. TSDF's are regulated by the State.
- 2. Q: In regards to #5 on page 20 of 26, storage of up to 40 yard bin, if there is hazardous waste in the bid, legally it can only be stored on our site for up to 10 days. What would the bin with evidence contain?
 - A: Fuel (including oil), blood, bodily fluids, chemicals (e.g. paint, paint thinner, glues, book cleaning materials), oil absorbents, antifreeze, human waste, etc.
- 3. Q: Specification #12 What would said vehicle be contaminated with? (page 21 of 26)
 - A: Oils, acids, fuels, drug lab waste, human waste, etc.
- 4. Q: Item #5 on page 24 of 26, storage charges for 55 gal. Drums. If a drum contains hazardous waste, legally we can only have on-site at our facility for 10 days. What would this drum contain?
 - A: Spoiled emulsion, waste oil, paint, chemicals, cleaning agents, solvents, stains, varnishes, refrigerants, compressed (acetylene, oxygen tanks), water/paint mix, etc.

If you have any questions regarding this addendum please submit to Regina.Benavides@longbeach.gov

Prepared By:	Regina Benavides	Date:	June 1, 2011
Acknowledged By:	Buyer (Z	Date:	June 14, 2011
	Signature		
	Moonho C. Lee		
	Print Name		
	CFO/VP		
	Title	-	
	Ocean Blue Environmental Services, Inc.		
	Company Name	-	



925 West Esther Street Long Beach, CA 90813

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

PERMITS AND LICENSES

Contractors State License Board – "A" General Engineering Contractor License #709140 with HAZ endorsement

Department of Consumer Affairs – Hazardous Substance Removal and Remedial Actions Certification #709140

Department of Toxic Substance Control - Transporter Registration #3354

Department of California Highway Patrol - Control #165413

Department of California Highway Patrol - License #111486

Department of California Highway Patrol - CHP Carrier #119128

Department of Motor Vehicles - Motor Carrier Permit #CA-0119128

- U. S. Environmental Protection Agency ID #CAD983608258
- U. S. Department of Transportation ID #USDOT696231
- U. S. Department of Transportation Hazardous Materials Certificate of Registration (2004-2007) Reg. #061604552042MO

County of Los Angeles - Public Health Licenses for Sewage Cleaning Vehicles

California Department of Health Services – Trauma Scene Waste Management Practitioner ID #TSW 66

California Department of Health Services - Medical Waste Transporter, Registration #3354

California Integrated Waste Management Board - Waste Tire Hauler TPID #1003834

California Department of Fish & Game, Office of Spill Prevention – Certificate of Financial Responsibility (Over-The-Water Permit) #30753

State Of Galifornia Contractors State License Board Active License Active License

License Number **709140**

Emily CORP

OCEAN BLUE ENVIRONMENTAL SERVICES INC

Classification(s) A HAZ

Expression Date 07/31/2011



State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board. the Registrar of Contractors does hereby issue this license to:

OCEAN BLUE ENVIRONMENTAL SERVICES INC



to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR





Witness my hand and seal this day,

July 5, 1995

Issued July 3, 1995

Registrat of Contractors

709140

License Number

enaltife of Licensee

Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

STATE AND CONSUMER SERVICES AGENCY

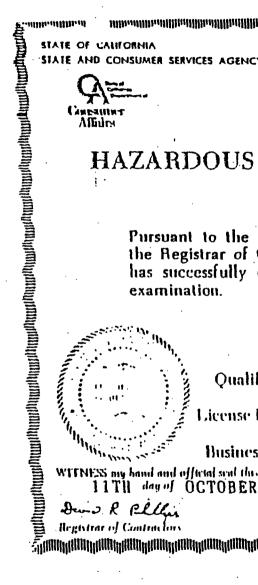


Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL **ACTIONS CERTIFICATION**

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions



Qualifier:

MOONHO CHARLES LEE

License No.:

709140

Business Name:

OCEAN BLUE ENVIRONMENTAL SERVICES INC

WITNESS my hand and official soul this

11TH day of OCTOBER 1995

This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Begisten men demand when suspended, terribed or invalidated for any reason





Linda S. Adams Secretary for Environmental Protection

Department of Toxic Substances Control



Maziar Movassaghi **Acting Director** 8800 Cal Center Drive Sacramento, California 95826-3200

HAZARDOUS WASTE TRANSPORTER REGISTRATION HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

OCEAN BLUE ENVIRONMENTAL SERVICES INC. 925 WEST ESTHER STREET LONG BEACH, CA 90813

TRANSPORTER REGISTRATION NO: 3354

EXPIRATION DATE: AUGUST 31, 2011

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF **REGULATIONS, DIVISION 4.5.**

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 440-7145.

AUG 2 6 2010

(DATE)



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
HAZARDOUS MATERIALS
TRANSPORTATION LIGENOF

ATTENTION: MOONHO C. LEE

LOCATION CHP CARRIER NUMBER _____ Duplicate Replacement Initial CA- 119128 **▼** Renewal TRANSPORTATION LICENSE PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP) CHP 360H (REV. 1/00) OPI 062 The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be 'CENSEE NAME AND PHYSICAL ADDRESS (only if different from below) presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of OCEAN BLUE ENVIRONMENTAL SERVICES, INC. the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400. This carrier is on the special routing/safe stopping place mailing lists as indicated below: LICENSEE NAME AND MAILING ADDRESS (HMX) Explosives subject to Division 14, California Vehicle Code (CVC). (HMPIH) Poison Inhalation Hazard materials in bulk packagings subject to OCEAN BLUE ENVIRONMENTAL SERVICES, INC. Division 14.3, CVC. (HRCQ) Highway Route Controlled Quanity radioactive materials subject to Division 925 W. ESTHER STREET 14.5, CVC. LONG BEACH CA 90813 Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum

198917

111486

fine for failure to make the appropriate notification is \$ 2,000.00. (CVC Section 23112.5)

4/5/2011

9/30/2012

P. O. Bor 942898 Sacramento, CA 94298-0001 ---- (916) 322-7157

September 29, 1994

OCEAN BLUE ENVIRONMENTAL SERVICES, INC 925 WEST ESTER ST LONG BEACH, CA 90813

ASSIGNMENT OF CARRIER IDENTIFICATION NUMBER CA 119128

Your company has been assigned Carrier Number CA 119128 in the California Righway Patrol's Kanagement Information System of Terminal Evaluation Records (KISTER). This is an automated file pertaining to motor carriers operating in the State of California.

KISTER gives the CHP immediate access to emergency information about your company. It also allows the CHP to make better use of its inspection personnel by monitoring the overall safety operations of carriers. This is done by collecting information regarding citations, traffic accidents, hazardous material spills, and terminal evaluation ratings.

Tour assigned Carrier Number, CA 119728, must be displayed on both sides of each vehicle, or on both sides of at least one vehicle in a combination described in Vehicle Code Section 34500 (e.g., buses, three-arle trucks, truck tractors, combinations of a truck and trailer that exceed 40 feet, trucks transporting hazardous materials). The Carrier Number does not need to be displayed if a valid California Public Utilities Commission (PUC), Interstate Commerce Commission (ICC), or U. S. Department of Transportation (USDOT) number is displayed. (Reference: California Vehicle Code Section 34507.5) The number must be legible from 50 feet during normal daylight hours (approximately two inches high) and in a contrasting color to the background.

Example of proper display: CA 11912B

If you have any questions regarding your assigned Carrier Rumber, or the requirement to display the number, please contact the CRP Commercial Records Unit at (916) 322-7157.

Thank you for your cooperation.

CALIFORNIA BUSINESS TRANSPORTATION AND HOUSING AGENCY

CARRIER SERVICES BRANCH MS G875 X 932370 Sacramento, CA. 94232-3700 7-8153

2009



OCEAN BLUE ENVIRONMENTAL SERVICES INC 925 W ESTHER ST LONG BEACH, CA 90813

DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700	OTOR CARRIER PERMIT Combined Carrier Valid 06/01/2009 Valid Through: Non-Expiring CA#: 0119128 The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA)
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch	Valid From: 06/01/2009 Valid Through: Non-Expiring CA#: 0119128 The carrier named on this permit is subject to
Motor Carrier Services Branch	From: 06/01/2009 Through: Non-Expiring CA#: 0119128 The carrier named on this permit is subject to
P.O. BOX 932370 Sacramento, CA. 94232-3700	The carrier named on this permit is subject to
1	
OCEAN BLUE ENVIRONMENTAL SERVICES INC 925 W ESTHER ST	of 2005, and is granted a non-expiring permit of the following classification:
LONG BEACH, CA 90813	For Hire
	Corporation
Pmt Date: N/A Office #: 154 Account #: 30319 Tech ID: LO Sequence #: 0012 Amt Paid: No Fee	Not Valid for Intrastate Only Operations

!!!IMPORTANT REMINDERS!!!

- This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
- 2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
- 3. If you commence intrastate only operations, you must renew your MCP.

CALIFORNIA HIGHWAY PATROL

Certificate of Achievement OCEAN BLUE I GVIRONMENTAILSERVICES, INC

925 WEST ESPETER ST LONG BEACH, CA 90813

Consecutive Satisfactory Radings Since SEPTEMBER 30 1994

There is established in the California Vehicle Colde Siennial motor carrier safety compliance inspection program to accomplished the California Highway Patrol. That program, known as his high program, requires all motor carriers operating to the second of the compliance with applicable laws and regulations to metor carrier safety.

This is to certify that this territoral has achieved to secutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

1-17-01

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

U.S. ENVIRONMENTAL PROTECTION AGENCY 75 HAWTHORNE STREET, H-3-4 SAN FRANCISCO, CA. 94105

September 23, 1994

SCOTT TRACY PRESIDENT OCEAN BLUE ENVIRONMENTAL SYC 4119 COLORADO ST LONG BEACH, C4 90814

This is to acknowledge that the ENVIRONMENTAL PROTECTION AGENCY (EPA) has received a notification of hazardous waste activity (EPA FORM 6700-12) for the installation located at the address shown below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears below. The EPA Identification Number must appear on all: transport manifests, Annual Reports filed with EPA, applications for Federal Hazardous Waste Permits, and other hazardous waste management reports and documents required under Subtitle C of RCFA.

If any of the information on this letter is inaccurate, please resubmit a completed EPA form 8700-12 containing the corrected information. EPA maintains a Notification Information Line to assist with questions.

NOTIFICATION INFORMATION LINE: (415) 495-8895

EPA ID NUMBER:

CAD983608258

HANDLER NAME:

DCEAN BLUE ENVIRONMENTAL SVC

LOCATION ADDRESS:

925 W ESTHER ST

LONG BEACH, CA 90813

WASTE ACTIVITY:

TRANSPORTER

HAZARDOUS WASTE CODES SUBMITTED ON THE NOTIFICATION:

JULY 10, 1957

OCEAN BLUE ENVIRONMENTAL SERVICES INC 925 WEST ESTHER ST LONG BEACH CA 90813 800/990-9930

Dear Motor Carrier:

This letter is to notify you of your USDOT Identification Number and to draw your attention to the requirement for Marking of Commercial Motor Vehicles in section 390.21 of the Federal Motor Carrier Safety Regulations. A copy of this regulation is enclosed. Its primary purpose is to assist enforcement personnel in properly identifying motor carriers, thereby assuring the submission of accurate data to the Federal Highway Administration (FHWA). The number also affords the public a way to quickly and accurately identify a motor carrier operating a particular commercial motor vehicles.

If you are operating as a private motor carrier of property or passengers in interstate commerce. as a for-hire motor carrier of property in interstate commerce not subject to regulation by the Interstate Commerce Commission, or an interstate motor carrier of migrant workers, this regulation requires, ou to mark all of your "self-propelled motor vehicles" (generally straight trucks and truck tractors) in accordance with the enclosed.

The following USDOT Identification Number is assigned to the motor carrier identified above:

USDOT696231

his letter is being sent to every motor carrier recently added to FHWA ecords. There has been no attempt to differentiate among private, migrant orker, for-hire, or other types of motor carriers because many carriers onduct operations in a combination of these classifications. If you have justions about compliance with this requirement, please contact the office nown below:

FHWA OFFICE OF MOTOR CARRIERS 980 - 9TH STREET, SUITE 450 SACRAMENTO, CALIFORNIA 95814 916 / 498-5050

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2010-2013

Registrant:

OCEAN BLUE ENVIRONMENTAL SERVICES INC

Attn: RON DARE

925 W. ESTHER STREET LONG BEACH, CA 90813

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062110 550 079SU Issued: 06/21/2010 Expires: 06/30/2013

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

PUBLIC HEALTH LICENSE

0026 See Reverse Side

Issued to:

EXPIRATION DATE

OCEAN BLUE ENVIRONMENTAL SER X

OCEAN BLUE ENVIRONMENTAL SER

LOCATION OF BUSINESS BEING LICENSED

HD-2448

925 W ESTHER ST

LONG BEACH, CA 90813

SEWAGE CLEANING VEHICLE

925 W ESTHER ST LB

754605

JUN 30, 2011

VEH.NO.

ISSUE DATE

4BX9351

AUG 16, 2010

30

3030

COUNTY OF LOS ANGELES

Wendy I Woonde

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

COUNTY OF LOS ANGELES

90813

00289

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

OCEAN BLUE ENVIRONMENTAL SER X OCEAN BLUE ENVIRONMENTAL SER 925 W ESTHER ST LONG BEACH, CA 90813

EXPIRATION DATE

3030 754607 JUN 30, 2011

VEH.NO. 4AT8044

ISSUE DATE AUG 16, 2010

COUNTY OF LOS ANGELES

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED

925 W ESTHER ST LB 90813

Wendy I wonde

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MIST BE CONSPICIOUSLY DISPLAYED AT PLACE OF BUSINESS

769861 (REV 5/01)

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

00284

See Reverse Side

Issued to:

OCEAN BLUE ENVIRONMETNAL SER OCEAN BLUE ENVIRONMENTAL SER ACOSTA ED

LOCATION OF BUSINESS BEING LICENSED 925 W ESTHER STREET LBH 90813

925 W ESTHER STREET LONG BEACH, CA 90813

SEWAGE CLEANING VEHICLE

3030 701337 EXPIRATION DATE JUN 30, 2011

ISSUE DATE

AUG 16, 2010

30

COUNTY OF LOS ANGELES

Wendy I wan

PRHID OF THIS LICENSE IS NOT TRANSFERABLE

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

925

X

OCEAN BLUE ENVIRONMENTAL SER

LOCATION OF BUSINESS BEING LICENSED

LB

90813

OCEAN BLUE ENVORONMENTAL SER

925 ESTHER ST

LONG BEACH, CA 90813

SEWAGE CLEANING VEHICLE

ESTHER ST

EXPIRATION DATE

3030

JUN 30, 2011

754608

ISSUE DATE

VEH.NO. 4AT8043

AUG 16, 2010

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COUNTY OF LOS ANGELES

Wendy I Wedende

OWNERSHIP OF THIS LIGENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS .

767861 (REV 5/01)

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

OCEAN BLUE ENVIRONMENTAL SER

OCEAN BLUE ENVIRONMENTAL SE

HD=2451

925 W ESTHER ST

LONG BEACH, CA 99813

EXPIRATION DATE

JUN 30, 2011:

TY OF LOS ANGELES

PAGE 01/01

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY EDMUND G. BROWN JR., Governor

DEPARTMENT OF PUBLIC HEALTH

MEDICAL WASTE MANAGEMENT PROGRAM 1615 CAPITOL AVENUE, 2nd FLOOR - MS 7405

P.O. BOX 997377 SACRAMENTO, CA 95899-7377 Phone: 916-449-5671



June 13, 2011 ID Number TSW 66

Mr. Moon Ho-Lee Ocean Blue Environmental 925 W. Esther Street Long Beach, CA 90813

Dear Mr. Ho-Lee:

Your Trauma Scene Waste Management Practitioner certificate is shown below. Please retain this for your records.

If you have questions regarding this certificate, please call (916) 449-5671.



STATE OF CALIFORNIA Department of Public Health Medical Waste Management Program



Ocean Blue Environmental

Registration No. 066

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

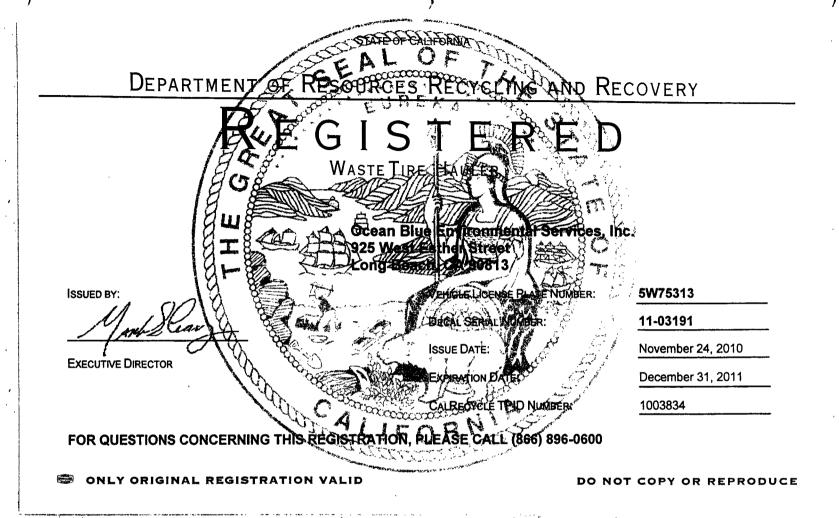
Expiration Date April 30, 2012

The facility named herein is registered pursuant to the provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 5 of the California Health and Safety Code, and shall be subject to all applicable provisions of this law. This registration is not transferable and is valid only in California.

Date Issued: 6/13/2011

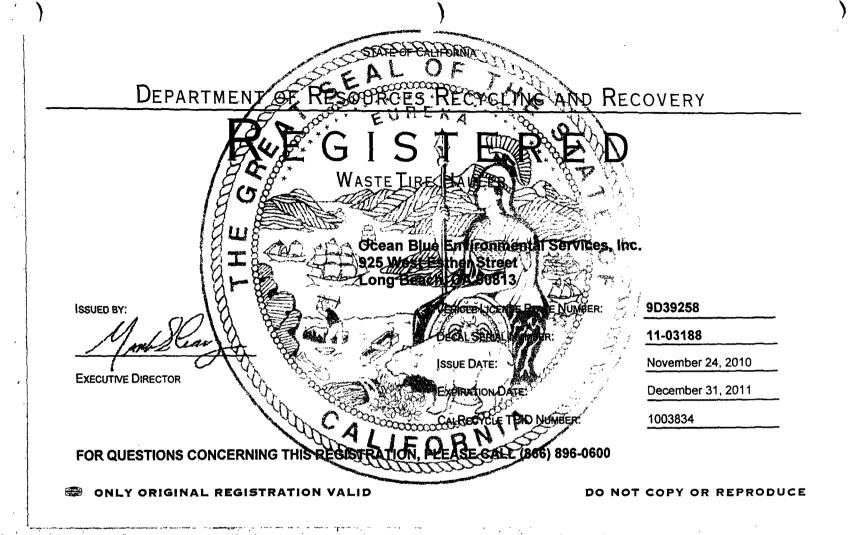












DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

EGISTERED

WASTE TIRE TAUER

Ocean Blue Engronmental Services, Inc.

925 West Esther Street

ISSUED BY:

EXECUTIVE DIRECTOR

VEHICLELICENSE PLATE NUMBER:

DECAL SERIAL NUMBER

ISSUE DATE:

EXPIRATION DATE:

CALRECYCLE TPID NUMBER!

5M36173

11-03187

November 24, 2010

December 31, 2011

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE GALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

EGISTERED

WASTE TIRE HAVEER

Ocean Blue Enfironmental Services, Inc.

1925 West Esther Street Long Beach CA 90813

ISSUED BY:

EXECUTIVE DIRECTOR

VEHICLE LICENSE PHATE NUMBER

DECAL SENIAL NUM

ISSUE DATE:

EXPIRATION DATE

CALRECYCLE TPID NUMBER:

9C52811

11-03186

November 24, 2010

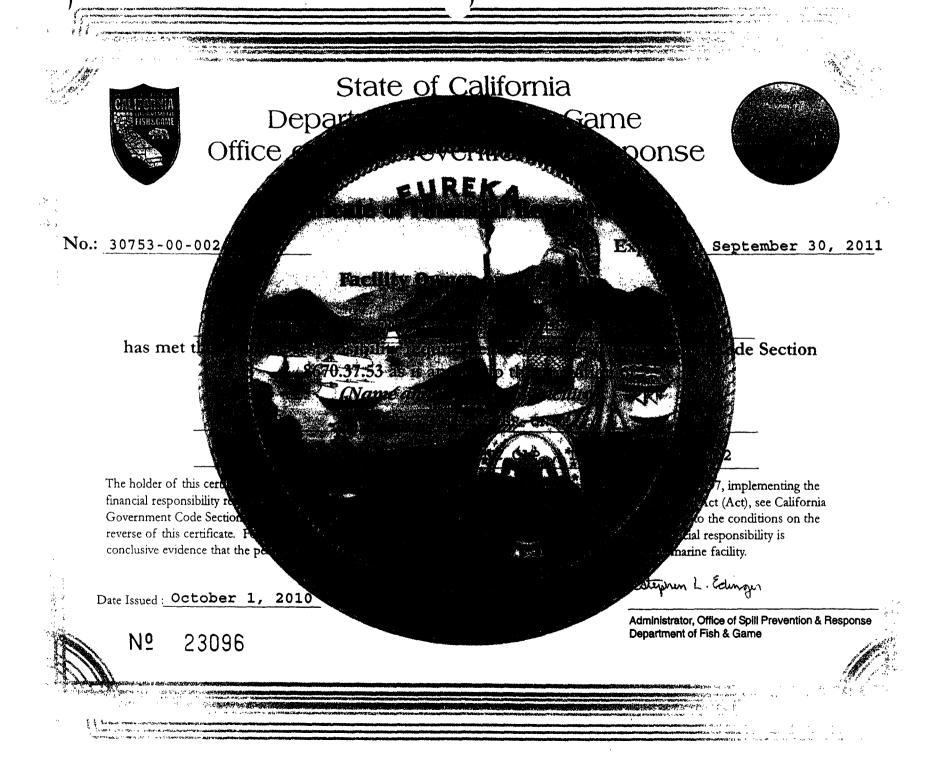
December 31, 2011

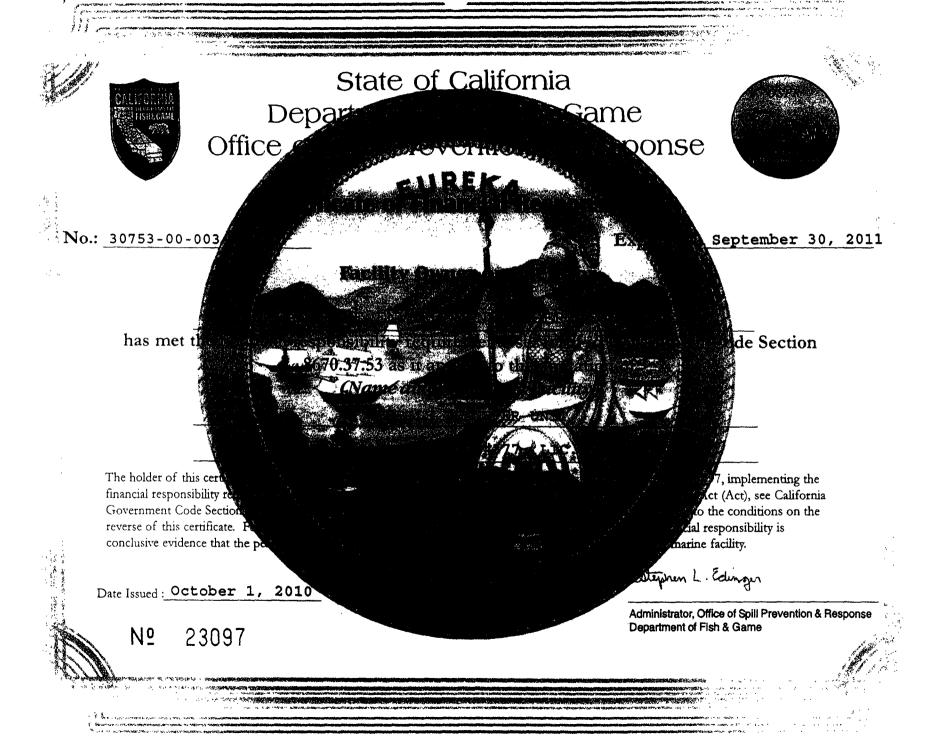
1003834

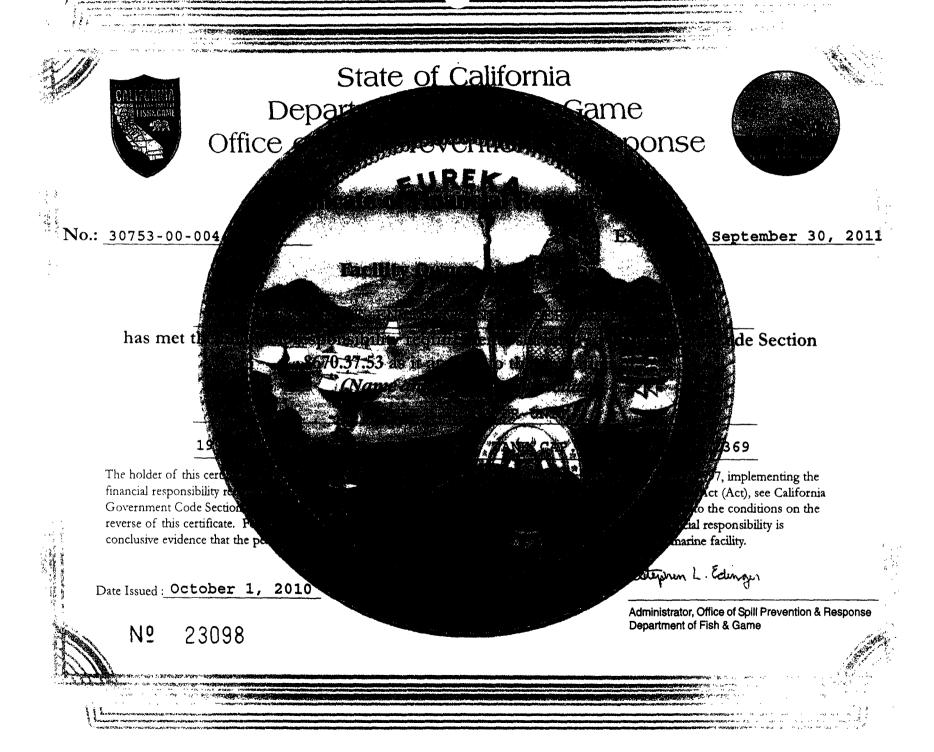
FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

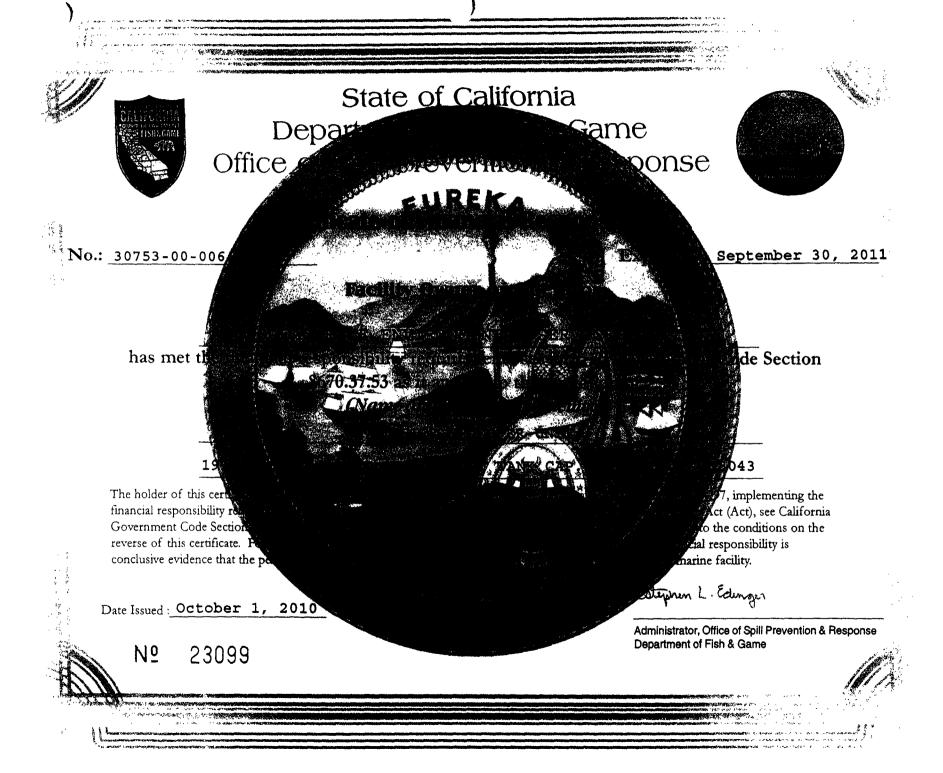
ONLY ORIGINAL REGISTRATION VALID

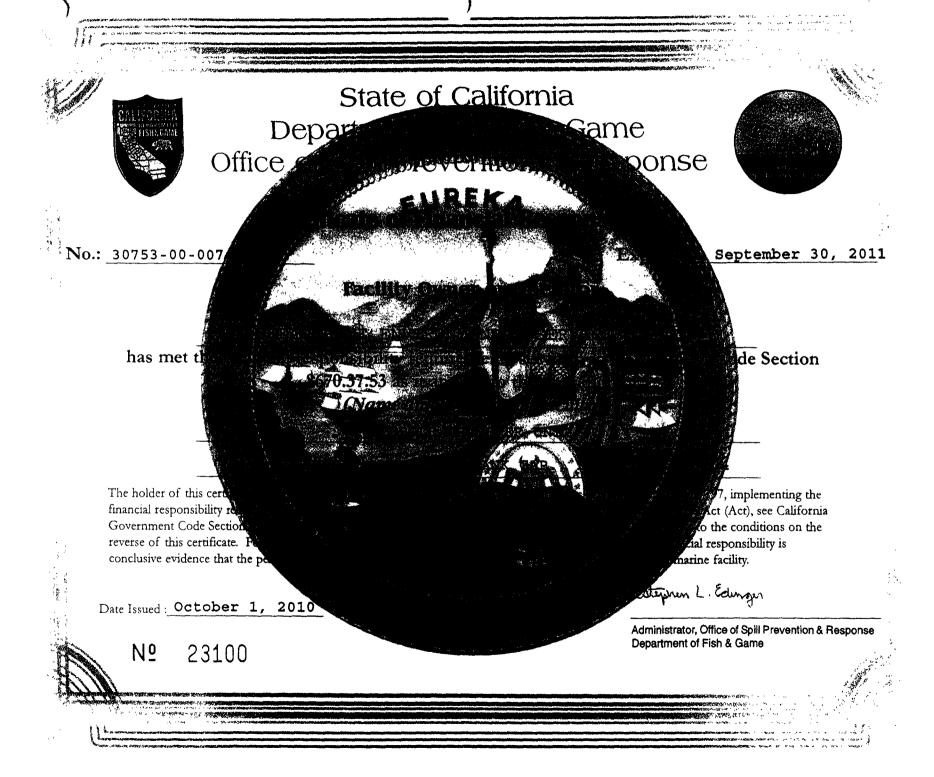
DO NOT COPY OR REPRODUCE

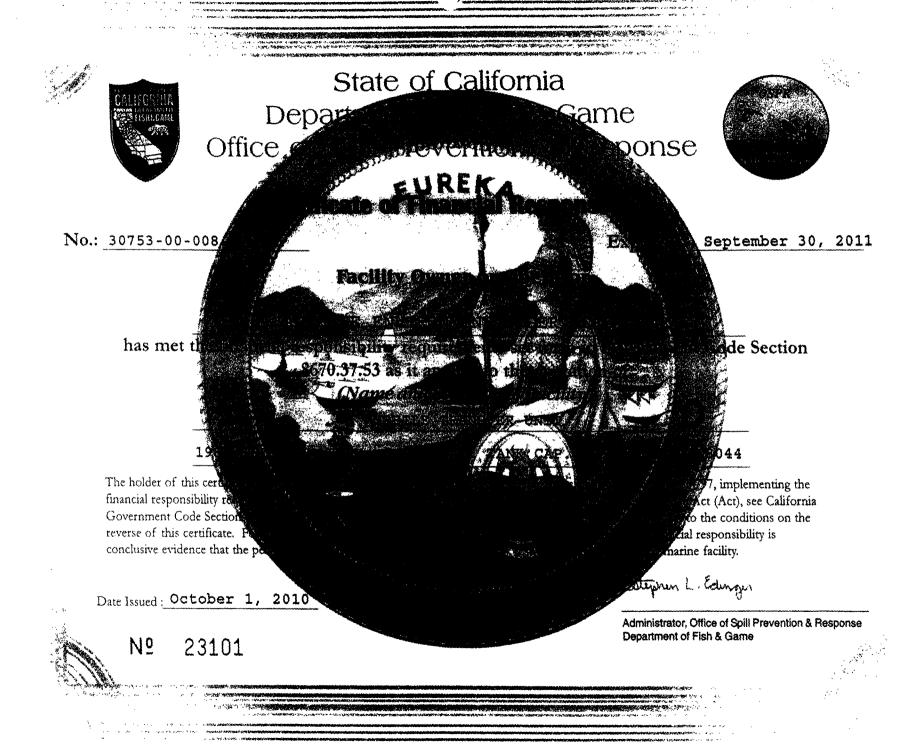




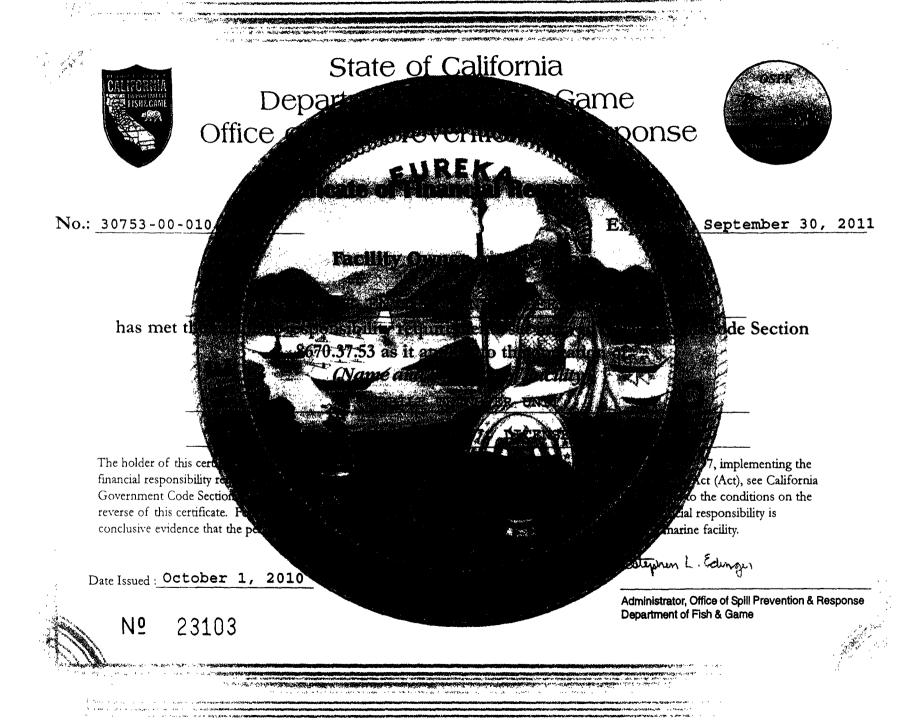


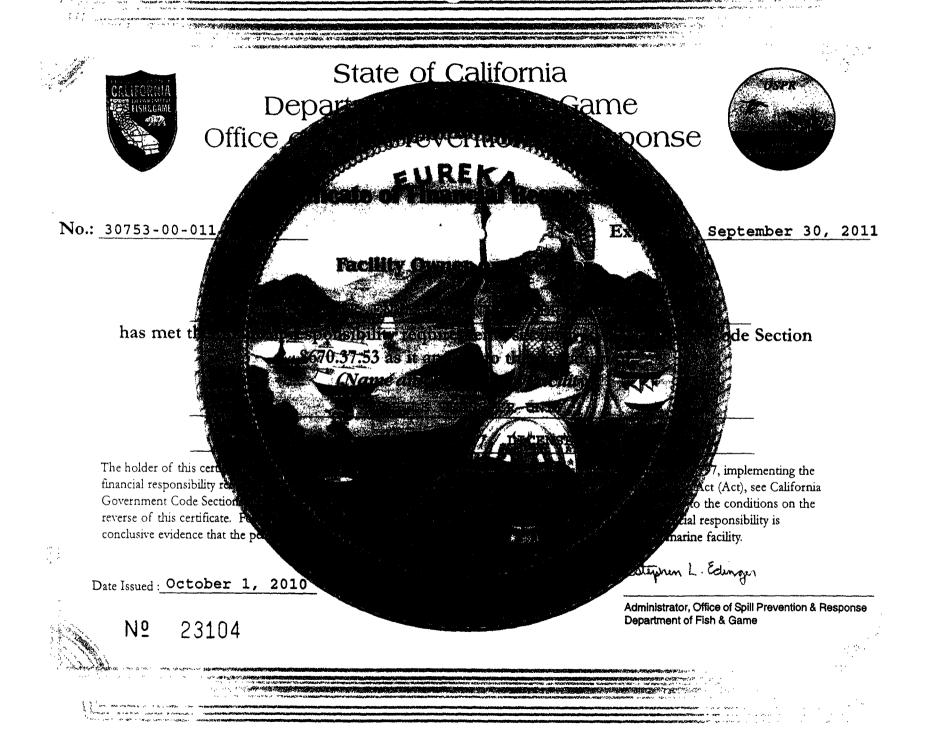


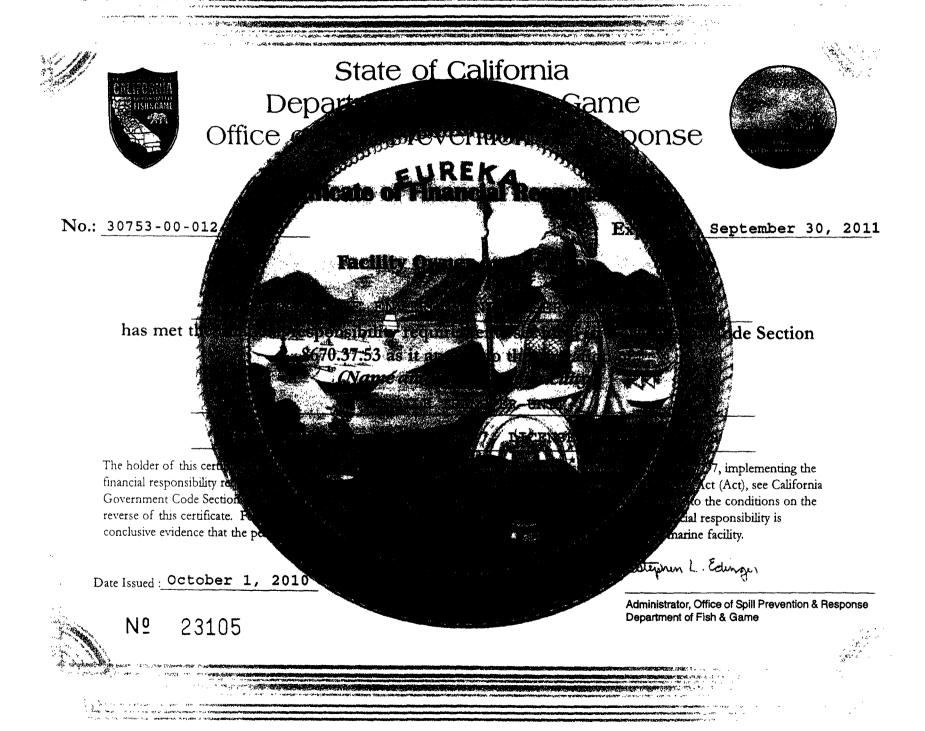


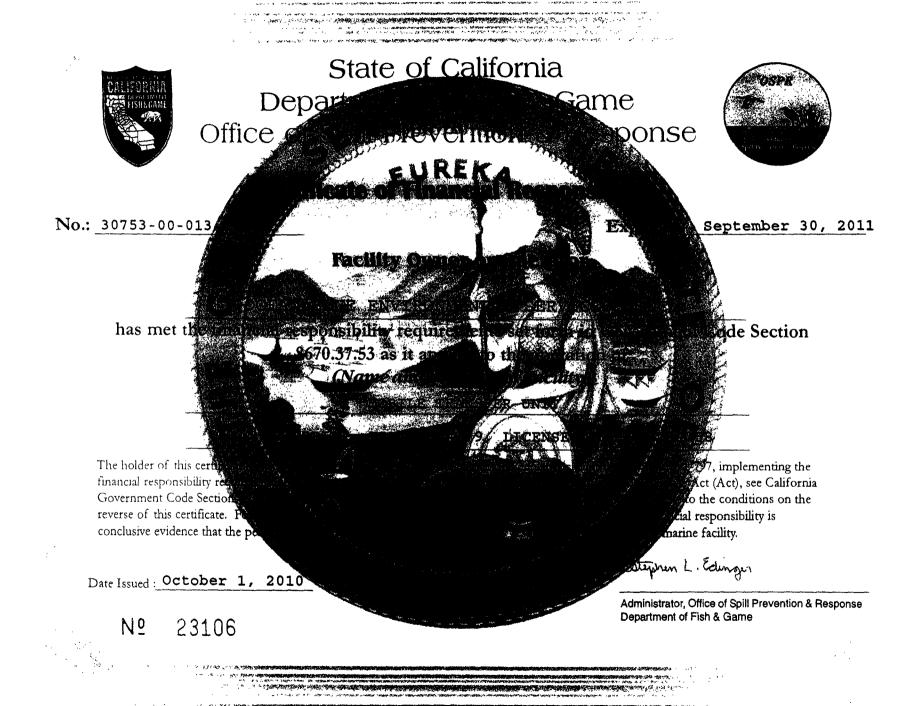












CITY OF LOS ANGELES

BOARD OF PUBLIC WORKS
MEMBERS

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ANTONIO R. VILLARAIGOSA

JOHN L REAMER, JR Inspector of Public Works and Pirector

BUREAU OF CONTRACT ADMINISTRATION Office of Contract Compliance 1149 S BROADWAY SUITE 300 LOS ANGELES CA 90015 .2131 847-1922

bittp://bcallacity.org

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

** * * * * * * * * * *

May 21, 2010 File No. - 6381 Phone No. - (562) 624-4120

RE: MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) CERTIFICATION APPROVAL

Dear Ms, Matsumotor

Based on a thorough review of the submitted documents, we are pleased to inform you that your firm has been certified as a **Minority/Women Business Enterprise (MBE/WBE)** and has been placed in the City of Los Angeles DBE/MBE/WBF directory as a firm specializing in:

NAICS Codes	Description
484220	Specialized Freight Trucking, Local
562112	Hazardous Waste Collection

You may review your firm's information in the City of Los Angeles DBF/MBF/WBF database at http://bca.lacity.org.

This certification is valid for five (5) years from the date of this letter. If after five (5) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **Ocean Blue Environmental Services**, Inc. hereby consents to the examination of its books, records and documents by the City.

Ocean Blue Environmental Services. Inc May 21, 2010 Page 2

Should you have any questions, please contact Kim Fitzpatrick at (213) 847-2644 or e-mail at kim. fitzpatrick à lacity.org.

Sincerely.

HELMUT PEINDL, Certification Manager

Office of Contract Compliance Bureau of Contract Administration

Walle To the



COUNTY OF LOS ANGELES OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 780 Los Angeles, California 90012 (877) 669-CBES / FAX (626) 457-3112 TDD (626) 293-5708 Website: http://oaac.co.la.ca.us Address all correspondence to: CONTRACT COMPLIANCE 1000 S. Fremont Avenue Building A-9 East, 1st Floor Mail: Unit #24 Alhambra, CA 91803-8862

Vendor #: 51258301

Dennis A. Tafoya Director

May 12, 2011

MOONHO C LEE OCEAN BLUE ENVIRONMENTAL SER. 925 W. ESTHER ST. LONG BEACH, CA 908131423

Dear MOONHO C LEE:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until April 30, 2012.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA DIRECTOR

OZIE L. SMITH

Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"



Certified Small Business Enterprise (SBE)

3/12/2010

Account #: 25830 Mrs. Matsumoto OCEAN BLUE ENVIRONMENTAL SERVICES, INC. 925 West Esther Street LONG BEACH, CA 90813

Dear Mrs. Matsumoto:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

The Port of Long Beach *

San Diego County Water Authority*

* There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 562112

SBE Certificate Effective Date: 3/10/2010 SBE Certificate Expiration Date: 3/10/2013

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan

SBE Administrator, Port of Long Beach



CITY OF LONG BEACH

Department of Financial Management Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

Certified Small Business Enterprise

Date: 09/03/2009

Vendor Account Number: 2196

JEWEL MATSUMOTO Ocean Blue Environmental Services 925 W. Esther St. Long Beach, CA, 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 562112 SBE Certificate Effective Date: 09/03/09 SBE Certificate Expiration Date: 08/04/12

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into www.planetbids.com/LongBeach/VendorProfile.cfm, and selecting the link to the "Small Business Certification Status".

Sincerely, Erik Sund Business Relations Bureau Manager

333 W. Ocean Blyd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014



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

PUBLISHED RATES EFFECTIVE MARCH 1, 2011

DEFINITIONS

Straight Time: Monday through Friday, from 8:00 AM to 5:00 PM

Overtime: Monday through Friday, before 8:00 AM and after 5:00 PM,

and all day on Saturdays

Premium Time: Sundays, Following Holidays and after 12 hours of work.

HOLIDAYS OBSERVED

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

Labor Day
Presidents Day
Memorial Day
Thanksgiving Day
December 24th

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, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

PAYMENT TERMS

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.



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

For City of Long Boach

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

CLASSIFICATION	STRAIGHT <u>TIME</u>	OVER- TIME	PREMIUM TIME
PROJECT MANAGER SUPERVISOR CHEMIST / INDUSTRIAL HYGIENIST LEAD TECHNICIAN	115.00 88.00 175.00 60.00	150.00 105.00 200.00 87.00 85.00	150.00 120.00 200.00 115.00 110.00
EQUIPMENT OPERATOR TECHNICIAN	57.00 53.00	76.00	100.00

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	WITH 20% DISCOUNT
2. CERTIFIED HAZARDOOS WASTE TRANSFORMED VENEZUE		
PICK UP TRUCK	10.00	8.00
UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS & LIFTGATE	45.00	36.00
GEAR TRUCK, LESS THAN ONE TON	12.00	9.60
GEAR TRUCK/STAKEBED W/LIFTGATE, ONE TON	20.00	16.00
GEAR TRUCK W/ LIFTGATE, 2-5 TON	45.00	36.00
GEAR TRUCK W/ LIFTGATE, OVER 5 TON	45.00	36.00
EMERGENCY RESPONSE UNIT - SMALL	158.00	126.40
CREW VAN	35.00	28.00
BOB CAT W/SOLID TIRES	55.00	44.00
VACUUM TRAILER - 20 BBL	55.00	44.00
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	105.00	84.00
VACUUM TRUCK - 120 BBL*	115.00	92.00
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	141.00	112.80
JETTER / VACTOR COMBO UNIT*	175.00	140.00
ROLL-OFF TRUCK*	105.00	84.00
ROLL-OFF TRUCK AND TRAILER*	115.00	92.00
DUMP TRUCK - 10 WHEEL*	105.00	84.00
25' BOX VAN*	105.00	84.00
END DUMP TRUCK - 24TON*	110.00	88.00
45' BOX VAN*	110.00	88.00
45' FLAT BED*	110.00	88.00
BACK HOE/EXTENDA HOE	90.00	72.00
25' EQUIPMENT TRAILER	35.00	28.00

[&]quot;*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME. AND FUEL SURCHARGE OF 20%

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT			WITH 20% DISCOUNT
SELF-CONTAINED BREATHING APPARATUS (30 MIN.) 6-PACK BREATHING AIR BOTTLES 5-MINUTE EGRESS AIR BOTTLE TRIPOD W/DOUBLE WINCHES	138.00 276.00 39.00 248.00	DAILY DAILY	110.40 220.80 31.20 198.40



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

MARCH 1, 2011 PUBLISHED RATES

	MARCH I, 2011 FOBLISHED IV	AILU		
	FULL BODY HARNESS W/ SHOCK ABSORBER	27.00	DAILY	21.60
	COPPUS BLOWER	160.00	DAILY	128.00
	4-GAS AIR MONITOR	303.00	DAILY	242.40
	PID METER	420.00		336.00
	MERCURY VAPOR ANALYZER	525.00		420.00
	OVA MONITOR	368.00		294.40
	DRAGGER PUMP		DAILY	25.60
	DRAGGER TUBES		EACH	12.80
	PERSONAL 4 GAS METER	250.00		200.00
4. TRAFFI	C CONTROL			WITH 20% DISCOUNT
				400.00
	ARROW BOARD	200.00		160.00
	PORTABLE DECON STATION W/ARROWBOARD	300.00		240.00
	BARRICADES W/ REFLECTORS, EACH		DAILY	25.60
	DELINEATOR/REFLECTIVE, EACH		DAILY	1.60
	NO TURN RIGHT OR LEFT SIGNS, EACH		DAILY	12.80
	TRAFFIC CONE/REFLECTIVE, EACH	2.00	DAILY	1.60
	TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.00	DAILY	29.60
5. CLEAN	ING EQUIPMENT			WITH 20% DISCOUNT
	AIR COMPRESSOR	27.00	HOURLY	21.60
	CHEMICAL DIAPHRAGM PUMP		DAILY	252.00
	DECONTAMINATION STATION		DAILY	172.00
			DAILY	180.80
	DIAPHRAGM PUMP			
	HYDROBLASTER		HOURLY	
	INTRISICALLY SAFE PUMP FOR FUEL TANKS	110.00		88.00
	STEAM MACHINE 1,000 PSI 22 GPM	68.00	HOURLY	
	STEAM MACHINE 3,500 PSI 6 GPM	53.00		
	PORTABLE TRASH PUMP	210.00		168.00
	AIR SCRUBERS PORTABLE	175.00		140.00
	HEPA FILTERS FOR SCRUBBERS	130.00		104.00
	2" TRANSFER HOSE - 30'	10.00		8.00
	3" CHEMICAL TRANSFER HOSE - 30'	15.00	DAILY	12.00
	55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	200.00	DAILY	160.00
	3 STALL DECONTAMINATION SHOWER	300.00	DAILY	240.00
6. PORTA	BLE STORAGE UNITS			WITH 20% DISCOUNT
	20-YARD BIN, OPEN TOP	26.00	DAILY	20.80
	20-YARD BIN, CLOSED TOP	30.00		24.00
	40-YARD BIN, OPEN TOP	26.00		20.80
	40-YARD BIN, CLOSED TOP		DAILY	25.60
	BIN LINERS		EACH	42.40
7. OIL SP	ILL EQUIPMENT			WITH 20% DISCOUNT
				
	RAPID BOOM DEPLOYMENT SYSTEM	500.00	DAILY	400.00

126.40

158.00 DAILY

BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM



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

MARCH 1, 2011 PUBLISHED RATES

BOOM 8"x12" (DEPLOYED)	2.00	DED ET/DAY	4.00
BOOM 4"x12" (DEPLOYED)	2.00	PER FT/DAY	1.60
	1.25	PER FT/DAY	1.00
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	135.00	HOURLY	108.00
22' x 8' SELF POWERED BARGE	90.00	HOURLY	72.00
19' TOOL SPILL BOAT W/90HP	90.00	HOURLY	72.00
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	60.00	HOURLY	48.00
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	45.00	HOURLY	36.00
12' PUNTS	26.00	HOURLY	20.80
12' PUNTS W/ 5HP MOTOR	30.00	HOURLY	24.00
GLOW STICKS FOR BOOM	6.00	EACH	4.80
SPLASH ZONE 2-PART SEALER	165.00	PER GALLON	132.00
25 LBS ANCHORS W/ 15' CHAIN	15.00	DAILY	12.00
15 LBS ANCHORS W/ 10' CHAIN	10.00	DAILY	8.00
24" BOEYS	15.00	DAILY	12.00
EMERGENCY RESPONSE TRAILER	473.00	DAILY	378.40
ROPE MOP SKIMMER	158.00	HOURLY	126.40
DRUM SKIMMER TDS-136 W/ POWER PACK	210.00	HOURLY	168.00
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	65.00	HOURLY	
SKIMMER TRAILER			52.00
	210.00	DAILY	168.00
ABSORBENT BOOM TRAILER	158.00	DAILY	126.40
ATV (ALL TERRAIN VEHICLE) W/TRAILER	275.00	DAILY	220.00

8. MATERIALS WITH 20% DISCOUNT

10 GALLON DOT DRUM, STEEL	50.00	EACH	40.00
15 GALLON DOT DRUM, POLY	50.00	EACH	40.00
16 GALLON DOT DRUM, STEEL	50.00	EACH	40.00
20 GALLON DOT DRUM, STEEL	53.00	EACH	42.40
30 GALLON DOT DRUM, POLY	53.00	EACH	42.40
30 GALLON DOT DRUM, STEEL	53.00	EACH	42.40
5 GALLON DOT DRUM	19.00	EACH	15.20
55 GALLON DOT DRUM, POLY	63.00	EACH	50.40
55 GALLON DOT DRUM, STEEL	58.00	EACH	46.40
85 GALLON DRUM, OVERPAK, STEEL	210.00	EACH	168.00
95 GALLON DRUM, OVERPAK, POLY	210.00	EACH	168.00
ACID SPILFYTER NEUTRALIZER PER QT	20.00	EACH	16.00
BASE SPILFYTER NEUTRALIZER PER QT	20.00	EACH	16.00
BATTERIES, 6V	19.00	EACH	15.20
BATTERIES, AA	21.00	PER BOX	16.80
BATTERIES, AAA	21.00	PER BOX	16.80
BATTERIES, C	32.00	PER CASE	25.60
BATTERIES, D	32.00	PER CASE	
BATTERIES, LITHIUM	21.00		16.80
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.00	PER GALLON	
BLEACH	5.00	PER GALLON	
CAUTION / BARRICADE TAPE	26.00	PER ROLL	20.80
CHEMICAL POLY TOTES	175.00	EACH	140.00
CHLOR-D-TECT Q4000	19.00		15.20
CITRI-CLEAN, 55 GALLON	840.00		672.00
			2



WITH 20% DISCOUNT

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

MARCH 1, 2011 PUBLISHED RATES

DIESEL FUEL (EQUIPMENT)	3.50	PER GALLON	2.80
DRUM LABEL	1.00	EACH	0.80
DRUM LINER	3.00		2.40
DUCT TAPE	7.00	PER ROLL	5.60
EAR PLUGS 200/BOX	105.00		84.00
FACE SHIELD	13.00		10.40
HAND CLEANER	8.00	CAN	6.40
HEPA VACUUM FILTER PROTECTORS	21.00		16.80
HEPA VACUUM REPLACEMENT BAGS	21.00		16.80
OIL SORBENT POM POMS	58.00	PER BALE	46.40
PH PAPER	19.00	PER BOX	15.20
PLASTIC BAGS	75.00		60.00
PLASTIC SHEETING	75.00	PER ROLL	60.00
RAGS, 50 LB BOX	68.00	PER BOX	54.40
ROPE 1/2 POLY, 100' ROLL	32.00	PER ROLL	25.60
ROPE 5/8 POLY, 100' SPOOL	37.00	PER ROLL	29.60
SAMPLE JARS - 1QT	13.00	EACH	10.40
SAND BAGS	4.00	EACH	3.20
SHRINK WRAP	30.00	ROLL	24.00
SIMPLE GREEN	13.00	PER GALLON	10.40
SODA ASH	7.00	PER GALLON	5.60
SORBENT BOOM W/ JELLING MATERIAL	420.00	PER BALE	336.00
SORBENT BOOM, 8"x10"	55.00	EACH	44.00
SORBENT PADS 18"x18"x1/4" (200/BALE)	90.00	PER BALE	72.00
SUPERFINE, 25 LB BAG	17.50	PER BAG	14.00
TRIWALL BOXES	158.00	EACH	126.40
VERMICULITE	30.00	PER BAG	24.00

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	105.00	EACH	84.00
BOAT HOOKS 3'-9' TELESCOPING	8.00	DAILY	6.40
BOBCAT SWEEPER ATTACHMENT	150.00	DAILY	120.00
BROOMS HAZ-MAT	11.00	DAILY	8.80
CHAIN W/ BINDERS	13.00	DAILY	10.40
CHEST WADERS	63.00	DAILY	50.40
14 PORTABLE GAS POWERED ABRASIVE SAW	150.00	DAILY	120.00
COM-A-LONG - 4000 LBS	7.00	DAILY	5.60
CONCRETE SAW	158.00	DAILY	126.40
CONCRETE SAW BLADE	53.00	EACH	· · · ·
CUTTING TORCH	152.00	DAILY	42.40
DEMO TOOLS	79.00	DAILT	121.60
DRUM SAMPLING ROD (GLASS)		_ · ·	63.20
DRUM VACUUM - 55 GALLON	8.00	EACH	6.40
EXPLOSION-PROOF FLASH LIGHT	121.00	DAILY	96.80
EXTENSION LADDER	27.00	DAILY	21.60
EYEWASH STATION	13.00	DAILY	10.40
	32.00	DAILY	25.60
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FORK LIFT	225.00	DAILY	180.00
FORK LIFT	194.00	DAILY	155.20



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

MARCH 1, 2011 PUBLISHED RATES

•			
GENERATOR, 10KV TRAILER MOUNTED	35.00	HOURLY	28.00
GENERATOR, 5500 WATTS	125.00	DAILY	100.00
HAND TOOLS	53.00	DAILY	42.40
HAND WASHING STATION	50.00	DAILY	40.00
HAZ-CAT KIT	21.00	PER TEST	16.80
HEPA VACUUM (DRY)	158.00	DAILY	126.40
HIP WADERS	53.00	DAILY	42.40
HUDSON SPRAYER	21.00	DAILY	16.80
JACK HAMMER 90 LBS	125.00	DAILY	100.00
LIFE JACKETS	16.00	DAILY	12.80
LIGHT STAND (2 BULBS)	37.00	DAILY	29.60
LIGHT TOWER (4 BULBS)	275.00	DAILY	220.00
MEALS ON SPILLS	8.00		6.40
MERCURY VACUUM	525.00	DAILY	420.00
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.00	DAILY	80.00
NON-SPARKING COLD CUTTER TIPS	30.00	EACH	24.00
PER DIEM ALLOWANCE ON TRAVEL	110.00	DAILY	88.00
PICKS "MINERS"	3.00	DAILY	2.40
PLUG & DIKE, 1 LB CAN	26.00	EACH	20.80
POLY SIPHON (POGO) PUMP	20.00	EACH	16.00
PORTABLE RESTROOM	50.00	DAILY	40.00
PORTABLE RESTROOM W/SINK	158.00		126.40
PROFILING FEE (PER WASTE STREAM)	79.00		63.20
RADIO 2-WAY, INTRINSICALLY SAFE	42.00		33.60
RAKES	5.00		4.00
SAMPLE COOLER	16.00		12.80
SAWZALL	84.00		67.20
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')	42.00	DAILY	33.60
SCAFFOLDING - TOWERS (5' x 5' x 10')	82.00	DAILY	65.60
SHOVELS/HAZ-MAT	11.00	DAILY	8.80
SKIL SAW	37.00	DAILY	29.60
STEEL SPIKES, 36"	6.00		4.80
TRUCK RAMPS (30,000 LBS)	300.00		240.00
VAPOR TIGHT DROP LIGHTS	158.00		126.40
VENTILATION FAN	121.00		96.80
WATER METER	263.00		210.40
WATER TANK TRAILER W/ PUMP	315.00	DAILY	252.00

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT
WITH SCBA
500.00 PER SET
400.00

LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA
158.00 PER SET
126.40

LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR
PURIFYING RESPIRATOR
68.00 PER SET

LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR
RAINGEAR SUIT WITH GLOVES, BOOTS,
HARDHAT AND SAFETY GLASSES
32.00 PER SET

WITH 20% DISCOUNT



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

DISPOSAL METHODS, LOCATIONS AND CONTACTS

<u>ITEM</u>	DESCRIPTION	METHOD	<u>T.S.D.F.</u>
1	OIL/FLOOR SWEEP ABSORBENT	RECYCLED	FILTER RECYCLING
2	ASBESTOS MATERIAL (BRAKEDUST)	LANDFILL	BFI
3	ASBESTOS MATERIAL (BUILDING)	LANDFILL	BFI
4	ASBESTOS MATERIAL (WITH FECAL IMPREGNATION)	LANDFILL	BFI
5	FURNISH 55 GAL. DRUMS OPEN TOP	NOT WASTE	
6	PAINT THINNERS W/RESIDUES	FUEL BLENDING	CROSBY & OVERTON
7	ASPHALT EMULSION - SEMI-SOLID	RECYCLED	FILTER RECYCLING
8	PETROLEUM RESIDUES IN ABSORBENT OR SAND	RECYCLED	FILTER RECYCLING
9	LEAD WASTE (BUILDING)	TREATMENT/FILL	CROSBY & OVERTON
10	SOLIDIFIED WATER BASE PAINT	RECYCLED	FILTER RECYCLING
11	WASTE OIL/RECYCLED (NON-CHLORINATED)	RECYCLED	INDUSTRIAL SERVICE OIL
12	OILY WASTE WATER	RECYCLED	CROSBY & OVERTON
13	SOLID SURCHARGE	RECYCLED	CROSBY & OVERTON
14	ANTI-FREEZE	RECYCLED	INDUSTRIAL SERVICE OIL

T.S.D.F. INFORMATION

CROSBY & OVERTON 1630 W. 17TH ST. LONG BEACH, CA 90813 (562) 432-5445

CONTACT: MR. BOB RITTER

BROWNING -FERRIS INDUSTRIES (BFI) ASUZA LANDFILL 1201 W. GLADSTONE AVE. AZUSA, CA 91702 (818) 334-6503 CONTACT: MR. RAFAEL GARCIA

STERICYCLE 2775 E. 26TH STREET VERNON, CA 90023 (323) 326-3000

CONTACT: MARGERAT MARCA

FILTER RECYCLING SERVICES, INC. P.O. BOX 449 COLTON, CA 92324 (909) 424-1630 CONTACT: MR. DAVID RAINS

INDUSTRIAL SERVICES OIL CO. INC. P.O. BOX 1158 DOWNEY, CA 90240 (562) 598-5577 CONTACT: MR. ALBERT SAFARIAN

MEDICAL WASTE SERVICES 7321 QUIMBY STREET PARAMOUNT, CA 90723 (888) 610-1311 CONTACT: TERRY SHAIN



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

REFERENCE LIST

1. Client: City of Long Beach

Address: 333 W. Ocean Blvd, Long Beach, CA 90802

Contact: Mr. Kurt Anholt Telephone: (562)577-5840

2. Client: Port of Los Angeles

Address: P.O. Box 151, San Pedro, CA 90733

Contact: Mr. Manuel Ramirez Telephone: (310) 732-3782

3. Client: City of Carson

Contact: Mr. Jack Fernandez Address: 701 E. Carson St. Telephone: (310) 864-9866

4. Client: Los Angeles County Department of Public Works

Address: 900 S. Fremont Ave., Alhambra, CA 91803

Contact: Ms. Vikki Valles Telephone: (626) 458-7393

5. Client: City of Garden Grove

Address: 13803 Newhope St., Garden Grove, CA 92843

Contact: Mr. Mark Ladney Telephone: (714)741-5382