001588

DEPARTMENT EXECUTE

Part II
Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

FOR

AS-NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

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AGREEMENT FOR
AS-NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Ocean Blue Environmental Services, Inc., a California corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 10, 2005, hereby agrees to provide services as described in the attached specifications for As-Needed Emergency Removal of Hazardous Material, including but not limited to Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Statement of Equipment Form; Exhibit F, Proposer Information Sheet; Exhibit G, Emergency Spills Daily Reporting Form; Exhibit H, Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual; and the CONTRACTOR'S Proposal, all attached hereto, and Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an aggregate amount not to exceed $350,000 per year (Maximum Contract Sum) or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill for work performed for each incident. Work performed shall be billed at the hourly and/or daily rates quoted in Form PW-2, Schedule of Prices.

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SIXTH: The CONTRACTOR will not be paid for: preparation time before leaving their headquarters or for any time after arriving at their headquarters from the Public Works jobsite; any work performed by an off-site worker or project manager, including office work, restocking, or profiling; or any uniforms, equipment, tools, or safety equipment not used on the job. All of the above costs, including costs for labor, overhead, profit, etc., are to be absorbed in the CONTRACTOR'S hourly and/or daily rates listed on Form PW-2, Schedule of Prices.

SEVENTH: Any equipment and/or materials used for the work for which a price is not quoted on Form PW-2, Schedule of Prices, shall be billed according to the CONTRACTOR'S published rate list, which shall be valid for the first one-year term of this Contract. The CONTRACTOR shall provide their published rate list annually at the time of Contract renewal, indicating charges for labor, equipment, and materials used for hazardous material/waste pickup.

EIGHTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall contain the following information: location(s) where work was performed and a detailed description of the work that was performed. Include the type(s) and quantity(ies) of hazardous/contaminated waste picked up; the name and telephone number of the Public Works Representative (PWR) who requested the work; date(s) the work was performed; COUNTY-assigned Contract number; a detailed statement of all labor, equipment, and materials used, verified by Public Works through the use of the Emergency Spills Daily Reporting Form (Exhibit G); the time of arrival and departure at jobsite; and copies of invoices for disposal and any laboratory fees. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

NINTH: Public Works will review each invoice submitted by the CONTRACTOR to determine whether the contract services performed and the materials and labor submitted are in compliance with the provisions of this Contract. All invoices will be approved or returned to the CONTRACTOR for correction.

TENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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ELEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager or his designated PWR are authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager and PWR are not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TWELFTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager, PWR, or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

THIRTEENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

FOURTEENTH: The Director shall adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost of living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in COUNTY employee salaries, no cost of living adjustment will be granted.

FIFTEENTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms and conditions herein, including, without limitation, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

SIXTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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SEVENTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

EIGHTEENTH: As part of the solicitation/evaluation process relative to this Contract solicitation, the COUNTY determined that Ocean Blue Environmental Services, Inc., was the highest evaluated proposer and that United Pumping Service, Inc., was the second highest evaluated proposer. Accordingly, the COUNTY intends, at its sole option, to utilize the following process for assignment of work. First, the COUNTY intends to assign work to Ocean Blue Environmental Services, Inc., but if it is not capable or available to perform the work within the COUNTY'S time frame, the COUNTY will assign work to United Pumping Service, Inc. Notwithstanding the foregoing, the parties understand and agree that this Contract is non-exclusive, that the COUNTY may enter into other contracts for the performance of the same or similar services, and that CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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IN WITNESS WHEREOF, the COUNTY Board of Supervisors, has ordered these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

By _____
Its Vice President

Moonho C. Lee
Type or Print Name

By _____
Its Secretary

Ron G Dane
Type or Print Name

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ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On December 19, 2005 before me Taneeya M. Twilligear,
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Moonho C. Lee and Ron G. Dare,
NAME(S) OF SIGNER(S)

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

Witness my hand and official seal.

SIGNATURE OF NOTARY

TANEEYA M. TWILLIGEAR
COMM. # 1528599
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 20, 2008

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)

_____, AND
TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER: _____

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

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Agreement For As-Needed Emergency Removal of Hazardous Material

Number of Pages 5 Date of Document _____

Signer(s) Other Than Named Above _____

14-0072 DPW Rev. 6/02

SCOPE OF WORK

AS-NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Gus Nakhoul of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: gnakhoul@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Manager and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager and/or PWR. The Contractor will be notified in writing when there is a change in Contract Manager and/or PWR.

B. Work Location

Throughout the County of Los Angeles.

C. Work Description

The work to be performed under these Specifications is the intermittent, as-needed removal and disposal of hazardous materials/wastes from Public Works facilities and/or its rights of way within the County. These hazardous materials usually have been deposited in or on Public Works facilities by a known or unknown third party. These materials usually must be contained, cleared, and removed immediately to protect the health and safety of the public. **No subcontracting will be allowed under this contract.**

Contractor shall remove hazardous material/waste, including biohazardous waste, from various locations throughout the County on an as-needed and generally emergency basis. The material/waste may be located in confined spaces such as underground storm drains, as well as in storm channels, on roads, or other Public Works facilities and/or rights of way. Conditions at the time of response may require work in stormwater to provide containment and cleanup.

Contractor shall make all arrangements for disposing of the hazardous material/waste collected, including any necessary laboratory tests. Only fully licensed and permitted disposal or recycling facilities may be used as disposal sites. The selection of the disposal facility shall be subject to the approval of Public Works. Contractor shall return a copy of the manifest from the disposal facility to the requesting/generating Public Works' division/facility.

D. Hours and Days of Service

In many instances, hazardous material/waste must be removed immediately from Public Works facilities. Contractor shall respond immediately for the containment, cleanup, and removal of hazardous material/waste upon request by an authorized PWR at any time, 24 hours a day, 7 days a week, including holidays. Failure to respond within the specified time may allow Public Works to drop the Contractor from this Contract upon written notification giving 30 days notice of such termination.

Normal working hours shall be 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done at Overtime rate. **Overtime rate (time and a half) will be paid only for work completed after normal work hours or during legal holidays and shall be for labor only.**

Holidays observed by the County:

New Years Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

E. Award of Work

1. Public Works will request work on an as-needed and generally emergency basis based on the complexity of the hazardous spill with public health and safety as the primary objective.

2. If more than one contract is awarded for these services, the appropriate PWR will assign the work beginning with the highest evaluated Contractor. In the event that there is an emergency and the highest evaluated Contractor selected is not capable or is not available to do the work within the County's time frame, the County will offer the work to the next highest evaluated Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

3. Due to the nature of this emergency work, the County does not guarantee that any or all contractors will receive work under this Contract. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under this Contract.

F. Utilities

The County will not provide utilities.

G. Equipment and Supplies

Contractor shall supply all equipment and supplies required for these services. Public Works' personnel and equipment will not be available for the removal of hazardous material/waste. Public Works will not be liable or held responsible for any damage by whatever means, or for theft of supplies or equipment from the jobsites.

H. Leasing or Rental of Equipment

The leasing or rental of equipment without an operator will not be considered subcontracting for the purposes of this Contract. The Contractor shall seek the approval of a PWR prior to any equipment rental.

Public Works will reimburse the Contractor for the cost of rented/leased equipment plus a 10 percent processing fee upon receipt of an invoice with attached rental/lease receipts for a particular job.

I. Storage Facilities

Public Works will not provide the Contractor with the use of Public Works' rights of way for overnight storage of hazardous material/waste nor as a transfer station. Contractor shall be responsible for providing any temporary storage facilities required prior to transporting hazardous material/waste to a suitable, legal disposal site. All hazardous material/waste placed in temporary storage facilities shall be identified, labeled, and removed from Public Works rights of way at the end of each work day.

J. Removal of Debris and Dump Sites

All debris derived from the services specified herein shall be removed from Public Works' property and legally disposed of on a permanent basis only at disposal facilities licensed to accept such waste materials. The County will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent handling charge upon the receipt of an invoice with attached dump tickets.

All transportation for hauling material/waste to disposal sites shall be billed at straight time rates (hauling and waste disposal shall be done during normal business hours).

K. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

L. Safety Requirements

1. General Jobsite Safety The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable CalOSHA, Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

   The Contractor's employees shall wear hard hats, suitable clothing, gloves, and footwear with slip resistant outer sole while at Public Works' jobsites.

2. Confined Spaces

   a. Due to the hazards associated with confined spaces, the Contractor shall comply with the California Labor Code; Title 8, Industrial Relations; Division 1, Department of Industrial Relations; Chapter 4, Safety; Division of Industrial Safety; Subchapter 7, General Industry Safety Orders; Group 16, Control of Hazardous Substances; Article 108, Confined Spaces. Personnel will be trained with applicable California regulations.

   b. Public Works protects its employees working in storm drain facilities, subdrain vaults, or any confined space area by following the procedures in the Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual (Exhibit H). The Contractor must follow Flood Maintenance Division's Confined Space Manual.

   c. Before beginning work, the Contractor shall provide Public Works with a copy of the Contractor's Injury Illness Prevention Program. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program.

M. Traffic Control

Contractor shall provide traffic control that conforms to the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones wherever work operations encroach upon public streets or highways, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. Contractor shall also ensure all work complies with the applicable Cal/OSHA regulations.

N. Permits/Licenses

Contractor shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/permits from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract including but not limited to a General Engineering Class A with HAZ and other licenses listed on Exhibit F, Proposer Information Sheet. All Contractor project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Emergency Response (Hazwoper) training and the required annual Hazwoper refresher course, as specified in 29 Code of Federal Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. Contractor's supervisor in charge on-site shall have a minimum of five years' experience in hazardous material/waste handling and possess other appropriate specialized training. Contractor shall provide proof and certify that all required licenses, permits, and training certifications are in full effect as necessary and/or upon Public Works' request. The Chemist item in the Schedule of Prices, requires a 4-year college degree in Chemistry/Biochemistry from an accredited school and a minimum five years of related experience in the field of Hazard Material removal and transportation or 40 hours certification from an accredited school in the same field along with 10 years of experience.

O. Responsibilities of the Contractor

Contractor shall:

1. Respond immediately to Public Works emergency requests for the removal of hazardous material/waste.

2. Perform any necessary cleaning of Public Works rights of way and/or facilities to restore them to a condition acceptable to the PWR.

3. Provide all labor, equipment, materials, tools, and supervision required to contain and remove hazardous material/waste.

4. Repair any damage to Public Works facilities resulting directly from the Contractor's negligence, including but not limited to pavement, fences, gates, etc.

5. Provide transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, if required.

6. Provide security for all equipment and material used at the jobsite during both working and nonworking hours.

7. Obtain all necessary City, County, State, and Federal permits and/or licenses for Contractor's activities, equipment, and operators (Exhibit F).

8. Immediately notify Public Works of any changes in the Contractor's insurance, permits, and licenses. Failure to do so may result in immediate termination of this Contract.

9. Utilize protective clothing and equipment as required by Cal/OSHA and/or other regulatory agencies.

10. Provide copies of hazardous waste manifests when required to transport, store, transfer, and/or dispose of hazardous material/waste. Contractor shall make all reasonable efforts to identify, from California Highway Patrol reports, other peace officers, other agency officials on-site, or from the Incident Commander, the originator of the hazardous material on the manifest. Unless specifically directed by the PWR, Contractor shall not name the County or Public Works as the Waste Originator. Public Works shall be named the Responsible Party only when all such efforts failed to identify the actual responsible party of the spill.

11. Provide interim storage of any hazardous material/waste which may not immediately be transported to an authorized disposal site. Hazardous material/waste shall not be stored on Public Works property.

P. <u>Responsibilities of Public Works</u>

The PWR will assist the Contractor by providing the necessary documents such as access permits, maps of Public Works facilities, opening and closing of security gates and doors, and inspecting the jobsites during cleaning and after completion. The PWR will work with the Contractor to document and agree on the daily use of resources to streamline invoice review/approval process. (See Exhibit G, Emergency Spills Daily Reporting Form).

Q. Alternative Equipment

While certain specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

Contractor may request, in writing, permission from the PWR to use equipment of a different size or type in place of the equipment specified. The PWR, before considering or granting such request, may require the Contractor to furnish, at its expense, evidence satisfactory to the PWR that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, the original equipment specified. If such permission is granted by the PWR, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results which, in the opinion of the PWR, are equal to, or better than, that which can be obtained with the equipment specified. The PWR shall have the right to withdraw such permission at any time that he/she determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of such permission by the PWR, the Contractor shall be required to use the equipment originally specified and shall, in accordance with the directions of the PWR, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment. Neither Public Works nor the Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment or for the withdrawal of such permission. Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the PWR to be in furtherance of the purposes of this special provision.

The approval for use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.

Nothing stated in this Section R shall relieve the Contractor of its responsibility for furnishing materials or producing finished work of the quality specified herein.

R. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shutdown an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

S. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $500 for Contractor's failure to respond to Public Works request for work within six hours.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement

or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for

services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract at the Director's sole and absolute discretion shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a written formal assignment agreement whereby the assignee agrees to assume all obligations in this Contract. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

U. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

V. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

W. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

X. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Y. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Z. Default and Termination

1. Default

a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of

default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the

default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.Z.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is

intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

AA. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

BB. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

CC. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

DD. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raisers charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall

not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. <u>Compensation for County Costs</u>

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

7. Contractor Pollution Liability insurance of at least $5 million covering gradual, sudden, and accidental contamination or pollution and include cleanup costs. Coverage will extend to include the transporting of pollutant(s) by the Contractor. If written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following completion of the work.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

P:\aspub\CONTRACT\CONTRACTING FORMS\RFP\EXHIBIT B-STANDARD-CONTRACT GEN REQ.doc

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME _____

ADDRESS _____

TELEPHONE _____

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER

REMARKS: _____

_____

_____

EXHIBIT F

PROPOSER INFORMATION SHEET

EMERGENCY REMOVAL OF HAZARDOUS MATERIALS

1. Name of Company:_____
2. Contact Person:_____
3. Address:_____
4. Telephone Number:_____
5. General Engineering Class A with HAZ License No.:_____
6. Contractor License No. (if any):_____
7. State of California Hazardous Waste Material Hauling License No.:_____
8. State of California Highway Patrol License No.:_____
9. Federal Environmental Protection Agency License No.:_____
10. Trauma Scene Waste Management Practitioner License No.:_____
11. Medical Waste Hauler Registration License No.:_____

A brief description of the Company's history:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT G

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
EMERGENCY SPILLS
DAILY REPORTING

CONTRACTOR'S NAME _____
JOB LOCATION _____
JOB DESCRIPTION _____

DATE OF REPORT _____
DATE WORK PERFORMED _____
STARTING TIME _____
FINISHING TIME _____
TRAVELING TIME _____

EQUIP NO.	EQUIPMENT DESPRIPTION	HOURS

LABOR		
NAME	TITLE	HOURS

MATERIAL	NO. UNIT	MATERIAL- DESCRIPTION	NO. UNIT

_____
CONTRACTOR'S REPRESENTATIVE (SIGNATURE)

_____
DEPARTMENT'S REPRESENTATIVE (PLEASE PRINT NAME)

_____
DEPARTMENT'S REPRESENTATIVE (SIGNATURE)

EXHIBIT H

FLOOD MAINTENANCE DIVISION'S

CONFINED SPACE ENTRY PERMIT AND CONFINED SPACE MANUAL

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INTRODUCTION

The intent of this Manual is to comply with the philosophy of good safety practice and the explicit requirements of safety orders and to exceed the CAL/OSHA Safety Orders where added protection is warranted.

This confined space manual is meant to supplement and expand the Department's G114 Safety Directive. All employees working in confined spaces shall be familiar with directive G114.

The policy concerning work in confined space is intended to:

1. Minimize exposure to hazardous atmospheric conditions.

2. Maintain continuous communications with workers inside confined spaces.

3. Require a "buddy" system for personnel proceeding through permit-required confined space.

4. Provide safety and emergency equipment and training in its use.

These Safety Instructions apply to all Flood Maintenance Division employees entering a confined space facility.

Note: This manual supersedes the 1994 version and its amendments.

Updated & revised 2002

POLICY

Employees assigned to inspect or work in a confined space facility shall be trained in the use of Respirators, Gas Monitoring Equipment, Confined Space training (8 Hour), Traffic Control (4 Hour minimum) and Hazpower training with annual refresher training as required by this Manual.

All rescue service personnel will be trained in Cardiopulmonary Resuscitation (CPR) and First Aid and that at least one member of the rescue team shall hold a current certificate in First Aid and CPR.

Non-Department personnel shall not be permitted in a confined space facility unless their entrance has been authorized by the on site Flood Control Construction Supervisor (FCCS).

CONFINED SPACE

Definition of a Confined Space:

1. Is large enough and so configured that an employee can bodily enter and perform assigned work; and

2. Has limited or restricted means for entry or exit; and

3. Is not designed for continuous occupancy.

   Examples:

   1. pump plants - sump area
   2. storm drains
   3. tunnels
   4. channel subdrains

Atmospheric Hazards possible in a Confined Space

An atmosphere, which exposes employees to a risk of death, incapacitation, injury or illness from one or more of the following:

1. Atmospheric Oxygen concentration below 19.5 percent or above 23.5 percent.

2. Atmospheric concentration of a substance in excess of its OSHA Permissible Exposure Limit (PEL):

   Examples:

   1. carbon monoxide
   2. hydrogen sulfide
   3. welding fumes
   4. paint vapors

3. Flammable gas, vapor or mist in excess of ten percent (10%)of its Lower Explosive Limit (LEL):

   Examples:

   1. methane (natural gas)
   2. propane
   3. fuel/solvent vapors

   4. Airborne combustible dust of a concentration that meets or exceeds its PEL, (obscures vision at a distance of approximately five feet or less).

   5. Any atmospheric condition recognized as immediately dangerous to life or health (IDLH).

"NON-PERMIT" CONFINED SPACE - DEFINITION

Confined space operations subject to CAL/OSHA regulations can be categorized into "Non-permit" and "Permit-required" confined space activities.

"Non-permit" confined space - A confined space that does not contain, or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm. The area can be entered without an attendant on hand to perform minor maintenance work provided the atmosphere has been tested prior to entry and the air testing results are recorded on a sign-in sheet.

Minor maintenance work includes routine inspection and maintenance tasks not expected to introduce airborne hazards.

Examples:

1. tightening a packing nut
2. working on electrical systems
3. test run engines
4. take leakage measurements
5. make valve adjustments

Facilities that meet the "Non-permit" space criteria:

Pump Plants/Pump stations-road underpass
Pressure reducing vaults
Injection well vaults
San Gabriel Dam Tunnel
San Gabriel Dam Silo
Catch basins

"NON-PERMIT" SIGN-IN SHEET

A "Non-permit" entry permit will authorize employee(s) to enter and perform routine maintenance as indicated on the "non-permit" sign-in sheet.

Work performed in a "Non-permit" confined space facility does not require an attendant.

Caution - When entering the facility the employee(s) must test or atmospheric conditions which consist of oxygen deficiency, flammable gas (LEL), hydrogen sulfide and carbon monoxide. Test results shall be recorded on the "Non-permit" sheet. All work assignments exceeding one (1) hour, require continuous test readings.

1. Pump plants/Underground and Pressure Reducing Vaults/Pump Plants at road underpasses

   Pump plants (engine room), underground pressure reducing vaults and pump plants at road underpasses are classified as "Non-permit" confined space facilities.

   Pump plants - In addition to work in the engine room, an employee(s) can proceed no lower than the catwalk level in the sump room when a stairway is available. Before descending into the sump area, the individual(s) must test for atmospheric conditions and perform continuous monitoring while in the sump area.

2. San Gabriel Dam Tunnel

   The tunnel is classified as a "Non-permit" confined space facility.

   In addition to performing maintenance tasks along the catwalk and upper landing (donut area), an employee can proceed down into the bay areas (between concrete penstock columns) for inspections.

   Caution - Continuous test readings are required while occupying the tunnel.

3. San Gabriel Silo

   The silo is classified as a "Non-permit" confined space facility.

4. Catch Basin

   A catch basin is classified as a "Non-permit" confined space facility.

"NON-PERMIT" SIGN-IN SHEET (CONT.)

When the vertical height exceeds 20 feet, a harness, lifeline and tripod must be used as fall protection during entry and exit from the catch basin.

"Non-Permit" entry permits have been prepared for:

1. Pump Plants
2. Vaults
3. San Gabriel Tunnel
4. San Gabriel Silo
5. Catch Basins

See appendix for copies of the prepared permits.

PERMIT-REQUIRED CONFINED SPACE - DEFINITION

"Permit-required" Confined Space - A confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere.

2. Contains a material that has the potential for engulfing an entrant.

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or a floor which slopes downward and tapers to a smaller cross-section.

4. Contains any other recognized serious safety or health hazard.

   Examples:

   Pump plant-sump cleanout
   Storm drains
   Channel sub drains
   Cogswell Dam discharge tunnel

Note:

These areas, which can expose an employee(s) to a risk of death, incapacitation or injury, must be entered with the aid of a crew trained to work in confined spaces as required in the individual permit.

Major maintenance work that would be expected to produce an atmospheric hazard in a facility mandates a "Permit-required" entry permit. Tasks would include painting, hotwork (welding), using an internal combustion engine, cleaning a pump plant sump, etc.

"PERMIT-REQUIRED SIGN-IN SHEET

A "Permit-required" entry permit will authorize personnel to enter a confined space to perform a high-risk task, provided all the provisions of the entry permit are followed.

Caution - When entering the facility the employees must test for atmospheric conditions. Test results shall be recorded on the "Permit-required" sheet. All work assignments require continuous test readings.

An attendant must be on duty outside the permit space.

Airflow requirements:

When painting or welding, 2000 cfm of air per man is required, or four (4) air changes per hour.

Work performed in a "Permit-required" confined space requires personnel to be trained in confined space entry and the use of gas monitoring equipment.

1. Pump Plants - Sump Area

   Pump plant sump areas are classified as "Permit-required" when performing tasks such as painting, hotwork (welding), removing debris from sump invert.

2. San Gabriel Dam Tunnel and Silo

   The tunnel and silo areas are classified as "Permit-required" when performing tasks such as sandblasting, painting and hotwork (welding).

"Permit-required" entry permits have been prepared for:

1. Pump Plants - Clean sump area

2. Various Facilities - hotwork (welding)
   - painting - to be developed

3. Storm Drains - inspections
   - cement work
   - major cleanout

4. Catch Basins - cement work

5. Cogswell Dam - Water Filtration System Chamber

See appendix for copies of the prepared permits.

STORM DRAIN INSPECTIONS

Storm drain inspections shall require a minimum of six crew members, qualified to work in confined space. The crew size is based on the criteria that each truck is equipped with a hand held CWIRS radio and/or cell phones which will be used by the attendant at each manhole shaft. It is the responsibility of the attendant to summons Emergency Medical assistance by following the confined space manual guidelines under Requiring Emergency Assistance.

Note: Continuous Inspections in storm drains less then 42 inches in diameter will be prohibited.

Before work is performed, provisions shall be made for ready entry and exit.

Entry supervisor must know hazards of the confined space, verify that all tests are conducted and all procedures and equipment are in place, and verify that rescue services are available.

A. Vehicles -

Vehicles shall be parked in the traffic lane in the direction of traffic – see Figure 1, Page 13.

Traffic control devices (arrow boards, high rise flag stands and cones) shall be positioned as needed to direct traffic around the work area in accordance with State of California Manual of Traffic Control Handbook.

B. Personal Equipment Requirements -

Each crew member entering a manhole shall be equipped with:

1. hard hat
2. full body harness
3. explosion proof flashlight
4. gloves
5. reflectorized orange vest or orange shirt*
6. rubber boots with anti-slip devices if necessary
7. one, 10-minute escape air pack
8. a gas monitor for every inspection team

*All members of the crew shall be required to wear either a traffic vest, orange coveralls or orange shirt.

Note: Reflectorized orange vests must be worn at night or low light conditions.

C. Monitoring for hazardous atmosphere -

Before the cover is removed, a test shall be performed to determine if there is an oxygen/LEL hazard. Once it is determined safe, the cover is removed. The manhole shaft shall be tested for an atmospheric condition and the test results recorded on the permit. Air tends to stratify in a confined space; be sure to measure at various levels (heights), not to exceed four 4 feet apart.

Test shall be taken in the following order:

a. oxygen content
b. flammable gas (LEL)
c. hydrogen sulfide
d. carbon monoxide

Note: If any one of the four elements test positive, or a hazardous material spill is suspected in the drain, entry is NOT permitted until such time the area becomes safe (see forced ventilation).

D. Safety Equipment -

Tripod equipped with a self-retracting lifeline shall be positioned above the manhole opening, used as fall protection during entry into and exiting, and including rescues.

E. No Smoking -

Smoking within ten 10 feet of the entrance to the manhole is prohibited.

F. Method of Inspection -

Two Hole Open Continuous Inspection:

Continuous inspection crew size consists of the following: One attendant and spotter located at each of the open manholes and a two-person inspection crew walking the drain.

Continuous Inspection –

A continuous inspection as shown in Figure 1, Page 13, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 2). Employees (A) & (F) - are stand-by attendants outside the manhole, ready to give assistance.

Attendants shall have a minimum of two, 30- to 60-minute SCBA's and a stretcher readily available.

The attendant may enter the manhole, but only after being relieved by another qualified employee who will perform the duties of an attendant.

Manholes (Nos. 1 and 2) are protected by traffic control devices.

Remove manhole (Nos. 1 and 2) covers and test for an atmospheric hazard.

Employees (B) (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1).

Employee (E) with appropriate safety equipment descends to invert of manhole (No. 2).

Note: After all employees have entered, employees (B) And (E) must disconnect the self-retracting cable and attach it to either the drop step or send it back up to the attendant. Self-retracting cable shall be used when entering and exiting the manhole shaft.

After employees (B) & (E) have made contact and the storm drain is declared safe, employees (C) & (D) proceed toward manhole (No. 2). The leading employee will carry the monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The atmosphere envelope shall be tested a distance of approximately 4 feet in the direction of travel. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified. They close manhole (No. 1) and proceed to manhole (No. 3) and the procedure is repeated to the completion of the job.

Three-Hole Open Continuous Inspection:

This continuous inspection crew size is established with eight employees. One attendant and spotter located at each of the three open manholes and the two-person inspection crew.

Spot inspections:

A spot inspection crew will consist of two employees provided that the entrant/inspector does not disconnect from the retractable lifeline and stays within the area of the manhole shaft to maintain communication. A non-entry rescue would be performed using the tripod.

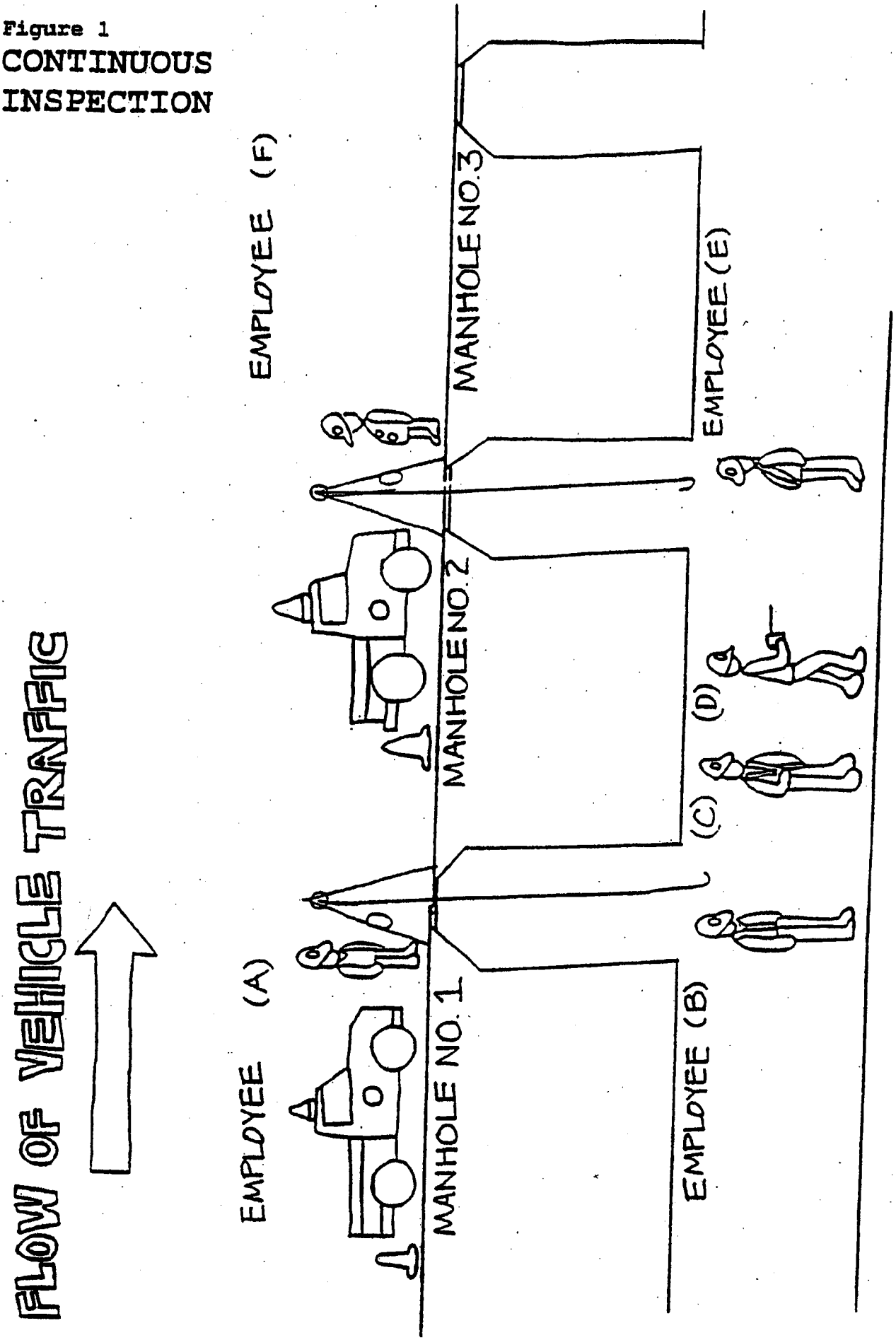
If the entrant/inspector needs to conduct spot inspection and must travel away from the manhole shaft or disconnect from the retractable lifeline, a three-man crew is required. The third employee serves as the standby/rescuer.

STORM DRAIN INSPECTIONS (CONT.)

The requirements of this section also pertain to the Underground Camera Crew. As long as the entrant does not disconnect from the retractable lifeline, only two employees are required.

Figure 1

CONTINUOUS INSPECTION



PERSONNEL ASSIGNMENT AND TRAINING - CONFINED SPACE

A Flood Control Construction Supervisor (FCCS) in each field yard will be assigned the responsibility of supervising a crew participating in confined space entries. The crew shall consist of a minimum of six (6) employees.

1. FCCS shall be adequately trained and knowledgeable with the following:

   a) General

      i. General hazards associated with confined spaces.

      ii. Specific hazards associated with the facility, location or operation.

      iii. Proper use and limitations of personal, protective equipment and other safety equipment.

      iv. Permit system and other procedural requirements.

      v. Proper response to emergencies.

      vi. Duties and responsibilities as a member of the confined space entry team.

      vii. Recognition of probable air contaminant overexposure symptoms to themselves and co-workers, and method(s) for alerting attendants.

   b) Atmospheric monitoring training

      i. Proper use of atmospheric monitoring instruments. This shall include zeroing and daily bump checks of the instrument.

   c) Respiratory protection training

      i. Use, maintenance and limitations of respirators.

2. The FCCS will have the responsibility of training each member of the confined space crew. Training will include the items in Article 1a, b & c.

   Note: Only physically fit employees who have been properly trained and do not exceed harness and tripod-weight limitations (310 lbs.) with equipment on shall be allowed to inspect and work in a confined space. Employees shall have good eyesight. Employees required to use respiratory protection shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. See Figure 2 Page A-4.2. (Respirators)

Employees should be screened for:

a. Claustrophobia - Fear of working in small/dark areas
b. Fear of insects, snakes and rats
c. Fear of wearing masks or hoods

3. The FCCS will have the responsibility to ensure that all safety equipment and materials designated for use and including:

   a. Weekly inspection of all safety equipment.

   b. Monthly report of all repairs made or needed on safety equipment.

   c. Daily Functional (Bump) Test, shall be performed prior to each day's use.
   A functional test is defined as a brief exposure of the monitor to a known concentration of gases for the purpose of verifying sensor and alarm operation and is not extended to be a measure of the accuracy of the instrument.

   If an instrument fails to operate properly following any functional "Bump" test, a full instrument calibration shall be performed prior to use.

   d. Calibration of air monitoring equipment shall be done twice a month, to ensure maximum accuracy.

PUMP PLANTS: SUMP CLEANING

Sump cleaning requires a minimum of one attendant and one standby employee when either utilizing a vactor truck or removing debris by manual labor. There is potential exposure to hydrogen sulfide (H2S) and other hazardous waste: therefore, the sump area has been classified a "Permit-required" confined space.

All entrants and attendants shall be confined space trained. A confined space permit for sump cleanouts shall be used from the confined space manual, authorizing entry into the sump.

ACCESS

Access to the sump is either by stairs or by a ladder. If the access is by a ladder more than 20 feet in length, a tripod and self-retracting lifeline shall be used as fall protection. If the ladder is more than 5 feet in length, a tripod must be nearby for rescue purposes. Any access to the sump by a ladder requires all entrants to wear a full body harness.

Access to the sump by stairs requires that a stretcher where applicable be on hand in case of an emergency. This will allow the injured employee to be carried up the stairs. No tripod is required as long as access is by stairs.

PERSONNEL

1. One employee will serve as the attendant at the top of the stairs or the ladder. They may also be stationed at the opening in the floor that the vactor truck is using as access to the sump. In the event of an emergency the attendant reacts accordingly:

   ACCESS BY STAIRS: If the entry to the sump is by stairs, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will shut down the vactor and call EMS by phone or radio. The operator then must return and assist the attendant.

   ACCESS BY LADDER: If the entry is by ladder, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will then shut down the vactor and call EMS by phone or radio. The attendant shall set up the tripod for the rescue of the injured employee. The attendant shall not leave the area of the tripod.

2. A second (standby) employee will be stationed at the bottom of the stairs, below the opening in the floor or at the base of the ladder. He monitors the gas meter and has a SCBA with him. The function of the standby is to monitor the entrances and be the visual communication between the entrants and the attendant. In case of emergency, he dons the SCBA and acts as a rescuer.

3. At least one of the entrants in the confined space shall be carrying a gas meter in the area that the work is being done. This would be at the end of the vactor hose or where the sump is being disturbed. All entrants shall be equipped with 10-minute escape packs.

PUMP PLANT PAINTING

This section applies to all Pump Plant Painting projects, and precautions that need to be taken before job begins. Flood Maintenance Division (FMD) shall be notified to arrange entry into all FMD facilities.

Exposures to high vapor concentrations can produce undesirable symptoms when painting. A Material Safety Data Sheet (MSDS) shall be reviewed before the job is to begin. A MSDS shall be on site during painting operation.

Note:

Not all pump plants have large bay doors to ventilate air inside a pump plant. Portable ventilator with flexible ducts may be required if it is determined that natural ventilation and/or fixed mechanical vents are not sufficient to aerate the work area. The on-site supervisor or Division's Safety Coordinator may notify Risk Management to assist with evaluating the need for ventilation.

The following are requirements that shall be followed by the painters during this operation:

1. Upon initial entry into the pump plant, applicable confined space entry procedures for pump plants must be followed and the atmosphere must be checked with a confined space gas (4 Gas) detector for the following gases: Oxygen content, flammable gas(LEL), Hydrogen sulfide, and Carbon Monoxide. This check shall be performed in all regions of the pump plant (for "pockets" of gas) especially around the entrance to the sump area by a trained employee.

2. If gas levels are within allowable levels, Oxygen content (between 19.5%- 23.5%), flammable gas (<10% LEL), hydrogen sulfide (<10ppm), and carbon monoxide (<35ppm), the gas detector may be removed if they are needed elsewhere. However, it is recommended that they be operating for the duration of the painting operation if possible.

3. Adequate ventilation is mandatory even if the gas detectors are running. Confined space gas detectors do not test for propylene Glycol or Texanol Ester Alcohol. Some pump plants such as the Cerritos pump plant have a combination of large bay doors and standard doors that, when open, will provide adequate "natural ventilation." If fixed mechanical air vents are present, they shall be turned on for the duration of the painting operation. If air vents have an "automatic" mode which would allow them to be left on after the painters leave, they should be left on so the pump plants are ventilated for subsequent entries.

SUBDRAIN INSPECTION & MAINTENANCE

This section applies to the many different types of sub-drain systems that Flood Maintenance is responsible for maintaining.

Cleanout Only

A Confined space permit for sub-drain vault clean out activities is not required when employees are cleaning a sub-drain with a vactor truck and not entering the sub-drain vault. The following procedural guideline shall be followed.

1. Remove bolts and lids.

2. Sample the air if the vault is not full of water this ensures there is not a high concentration of hydrogen-sulfide.

3. Use the vactor truck to remove sediment from the vault.

4. Replace the lids and bolts.

   Note: No employee may break the plane of the sub-drain lid without completing a Confined Space Permit for sub-drain vault clean out activities.

Cleanout and Maintenance

Entry into a sub-drain vault must be done for inspection and maintenance of the flap gates on a routine basis. Entry into a sub-drain vault is a "Permit-Required" confined space. Completion of the Confined Space Permit for sub-drain vault clean out activities is required prior to entry. A minimum of **two** employees will be required for sub-drain entry.

Provided that the entrant does not disconnect from the retractable lifeline and stays within the area of the opening. Two employees are needed for sub-drain entries, one entrant and one attendant. If the entrant disconnects from the retractable lifeline, a three-man crew will be required. The third employee serves as the standby/rescuer. There may also be the need for an employee to operate the vactor truck or a pump to remove the water.

There are different types, styles and configurations of sub-drains. The guidelines are as follows.

Water must be diverted from the sub-drain lid, an alignment scratch mark can be placed on the lid and ring to help align bolts holes when reinstalling the lid. The bolts and lids are removed.

Cleanout and Maintenance (cont.)

The vault is cleaned with a vactor tuck or it can be pumped out onto a water truck or both. A barrier around the manhole is placed to prevent water from entering the vault. When the vault is empty, the atmosphere shall be tested prior to the initial entry and tested continuously while occupied.

Note: All water removed from the vault shall be decanted back into the vault.

Due to the noise produced by the pumps and the vactor truck, hearing protection is required.

Note: The entrant must be on supplied air or a full minimum 30-minute SCBA and conduct a complete full inspection and pre-test of all equipment prior to entry.

Before the employee enters the sub-drain a Tripod must be set over the Manhole. The entrant shall be required to use a full body harness, a fully dawned 30-minute (minimum) SCBA and/or a 10-minute SCBA attached to a supplied air line. He then enters the sub-drain vault and is handed the tools needed. The entrant never removes himself from the fall arrest system as this is used in case of a rescue if needed.

When the work is completed, the entrant exits the sub-drain unhooks the fall arrest and removes the SCBA.

FORCED VENTILATION

Facilities which are not ventilated shall be tested for a hazardous condition before the space is opened (manholes, vertical shafts, subdrains, etc.).

Note: Tests should be taken at levels (heights) not to exceed 4 feet apart of the confined space before entering.

When a hazardous condition has been detected, entry is not permitted unless:

The area is purged with forced ventilation from a clean source of air and re-testing has demonstrated that the hazard has been eliminated. Continuous forced ventilation shall be supplied during the entire work shift. All personnel entering and/or working in the facility shall be equipped with a 10-minute self-contained escape air pack.

Important

The atmosphere within the facility shall be continuously tested.

SIMULATED RESCUE DRILLS

Confined Space

Every member of the crew including alternates who work in a confined space under a "permit-required" entry shall participate in making practice rescues at least once every six (6) months. Simulated rescue operations shall include removing mannequins or actual persons from a representative permit-required space.

A report on the simulated drill containing the following items shall be prepared and kept on file for a period of three years.

1. Description of simulated rescue drill
2. Location of drill
3. Time and date of drill
4. Employees involved in drill
5. Duration of drill
6. Type of equipment used

A. General Emergency Rescue Procedure (cont.)

3. Supervisor:

1) Notify the Department's radio operator of the injury and location of the emergency and request assistance from the Fire Department rescue unit. (The name of the injured should not be given in radio communication).

REQUIRING EMERGENCY ASSISTANCE

Each vehicle shall have a copy of the Directory of Physicians and Medical Facilities for Industrial Injury.

If the injury is a life-threatening situation, the victim could be taken to a non-listed medical facility.

When an injury occurs requiring medical assistance, it must be immediately reported to the radio operator who will call 911 and ask for assistance.

REQUIRING RADIO EMERGENCY ASSISTANCE

The following guidelines are to be used when reporting injuries to the radio operators. These procedures are to be used when calling the radio operators for emergency assistance.

If the radio call is after normal working hours, the Flood Dispatch Group may have to be used (System 2, Group 1) to reach an operator.

1) When calling the radio room, use the phrase "CODE 3" which stands for "Emergency, act immediately." This alerts the radio operators to give the call top priority.

2) Give the operators the radio number of the vehicle calling.

3) Give the area or city that the call is coming from.

4) Give the location, street address, and cross streets where help is needed.

5) Give the type of emergency and what type of services are needed. This may be the police, paramedics, fire department, or swift water rescue.

6) Inform the operator if any Department vehicles or employees are involved.

7) Be prepared to give necessary details about the incident.

8) Stay near the radio if possible to supply the operators with further information.

9) Contact the supervisor or the area yard.

Permits-Copies

PERMITS

The following type of permits are valid for use during the 2003 calendar year. Individual copies are included.

A. "Non-permit" Confined Spaces

1. Pump Plants
2. Injection Well Vaults
3. San Gabriel Tunnel
4. San Gabriel Silo
5. Catch Basins
6. Pressure Reducing Station
7. Cogswell Water Filtration System

B. "Permit-required" Confined Spaces

1. Pump Plants - sump activities
2. Various Facilities - hotwork (welding)
   - generic confined space permit
3. Storm Drains - continuous inspections
   - spot inspections
   - cement work and clean-out
4. Subdrain Vaults - cleanout
5. Catch Basins - cement work
6. CDS - sump cleanout
7. Debris Basin Tower - inspection

Each October the areas will be responsible to review their particular permits and make changes as necessary. These changes will be submitted to the Headquarters Division Safety Coordinator who will incorporate changes and validate the permits for another calendar year.

"Non-permit" sign-in sheets posted at permanent flood facilities are valid for a year, however, each month a new sign-in sheet shall be posted. A copy will be kept on file at the yard.

"Permit-required" entry permits will be issued on individual work assignments by the Construction Supervisor. A new permit is required for each new project.

Record Keeping

RECORD KEEPING

The following documents shall be maintained at the yards for a period of three years.

1. Sign-in sheets for both "Non-permit" and "Permit-required" areas.

2. Simulated rescue drills.

3. Records on all individuals who work in confined space facilities and had training in:

   a. Confined Space
   b. CPR and First Aid
   c. Hold current certification in CPR and First Aid
   d. Respiratory protection training in SCBA's
   e. Traffic control training
   f. Hazpower certification with annual refresher certificate

4. Maintenance records on safety equipment and air monitoring instruments.

5. Continuous readings taken during:

   a. storm drain inspections
   b. work assignments in "permit-required" spaces
   c. work assignments exceeding one(1) hour

   Note:

   Downloading the recorded readings in the monitors will be completed daily. The month prior's information will be stored on PC disks, on the first of every month.

   In an event of employee exposure to levels above Factory meter settings or (IDLH), and after all employees have been pulled out safely. The supervisor or attendant then must write on the entry permit (comment section) the time, location, and the names of exposed employees.

   A print out from the meter's day events shall be printed and attached to the permit for documentation of incident.

Mobile Equipment

MOBILE EQUIPMENT - FOR PERMIT REQUIRED CONFINED SPACE WORK

Two trucks shall be assigned to the storm drain inspection crew. Each truck will be equipped with an amber, rotating or oscillating warning light, traffic directional board, mobile radio and the following equipment:

1. Respirators

   a. One, 10-minute, self-contained escape air packs for each person entering a permit required confined space.

   b. Two, 30-minute minimum self-contained breathing apparatus (SCBA).

2. Monitoring Instruments

   Three audible/visual alarm meters for oxygen content/explosive gas (LEL)/hydrogen sulfide/carbon monoxide.

3. Traffic Delineators

   Ten traffic cones 28-inch (minimum).

4. Storm Drain Carts

   One storm drain cart.
   A cart for the purpose of transporting an employee through an area too small for the employee to stand erect.

5. Ladder - 20 ft. Extension (Optional)

   One fiberglass extension ladder per inspection crew. A wooden ladder may be used as a substitute for a fiberglass ladder, but at no time shall any metal ladder which can conduct an electrical current be used.

6. Tools

1 each	digging bar, 5 foot
2 each	hammer, striking 4 pounds brass/copper
2 each	lifters, catch basin grate
4 each	lifters, catch basin cover
2 each	lifters, manhole cover, manual
2 each	lifters, manhole cover, easy lift
2 each	picks, railroad with fiber glass handle
2 each	shovels, round point, long handle
1 each	socket set with deep sockets of various sizes

MOBILE EQUIPMENT - FOR PERMIT REQUIRED CONFINED SPACE WORK

7. Harness

   Full body harnesses with shoulder, front, and rear D-ring attachments for lifeline for all personnel entering a confined space.

8. Tripod with hoists

   One tripod equipped with a self-retracting lifeline and auxiliary equipment hoist.

9. First Aid Kit & Biohazard Kit

   a. One First Aid Kit.

      A monthly inspection shall be taken to determine what items need to be replenished.

   b. One blanket.

   c. One pair of splints or splint materials.

   d. One stretcher.

   e. Two, bottles of 32 oz. eye wash

10. Flashlights

    All personnel entering a permit-required confined space will be provided with an approved flashlight.

11. Anti-Slip Shoe Devices

    Twelve anti-slip shoe devices.

12. Hearing Protection

    Twelve ear plugs.

All equipment and tools shall remain with the vehicle(s) at all times.

Respirators

RESPIRATORS

A SCBA is self-contained to supply fresh breathing air on demand. A single tank of compressed air, carried on the back, provides the air, and a regulator controls the flow of air to the face mask. Exhaled air is released to the atmosphere.

A Self-Contained Breathing Apparatus (SCBA) is designed to protect the wearer with respiratory protection while working in hazardous atmospheres.

SCBA is designed to protect the wearer against eye irritation, oxygen deficiency and/or inhalation of toxic contaminants.

When engaged in rescue where protection against a hazardous atmosphere is needed, the employee(s) shall use a SCBA.

A. Major Components

1. MASK

   The mask provides full face protection plus a wide range of vision. It is made of soft rubber and is provided with numerous adjusting straps so that the wearer is assured of an airtight seal regardless of individual face configurations. The mask also contains a speaking diaphragm and an exhalation valve.

2. HARNESS

   The harness is provided with adjusting straps to provide personnel with a proper fitting apparatus and to hold the air cylinder rigid. It also provides a mounting for the regulator.

3. HOSES

   A high-pressure, semi-rigid hose is used to connect the cylinder to the regulator. The hose used to connect the mask to the regulator is of a flexible nature to allow freedom of movement.

4. REGULATOR

   The demand-type regulator serves two functions. It reduces the pressure entering from the cylinder to a workable pressure and it also regulates air to the wearer on demand.

5. AIR TANK

When a SCBA is used, the air pressure at the regulator shall not exceed the maximum air pressure specified by the manufacturer of the respirator.

Note:
The Confined space crew and back-ups shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. See Figure 2, Page A-4.2.

B. Inspection and Maintenance of Respirators

Respirators shall be inspected and sanitized after each use and inspected monthly. A record of the most recent inspection shall be maintained on the respirator or its storage container and shall include the inspector's identification, the date, and a respirator identification number. The following items shall be tested:

1. Exhalation Valve: This valve may be tested by visual inspection and by clearing the face mask, covering inhalation tube, and inhaling. If the mask is tight on the face and leakage is noted, the valve should be removed for closer inspection.

2. Pressure Regulator Diaphragm: Inspect by removing the back plate on the pressure regulator and removing the diaphragm. Place the diaphragm before a strong light and inspect for pinholes, punctures, or other openings. Replacement of the diaphragm is necessary if any of the above conditions are noted.

3. Inhalation Tube: Inspect for cracks, punctures, or other openings. This test may be made at the time the exhalation valve is tested.

4. Face Piece: Inspect entire mask for general condition, face shield, and all clamps for tightness.

5. Air Tank: Inspect tank fittings for leaks.

Figure 2

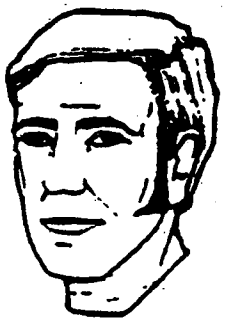
The shaded portions are your respirator seal areas. Facial hair is Not Permitted on these portions of the face.

Unacceptable

Full Beard

Goatee & Narrow Mustache

Goatee & Wide Mustache

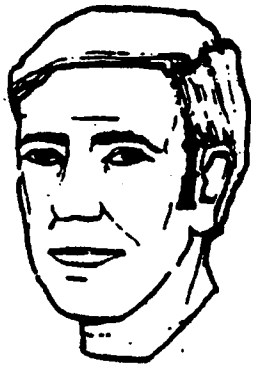


Extended Side Burns

Fu Manchu Mustache

Wide Mustache

Acceptable



C. Testing for Leaks

To test the complete assembly, open the cylinder control valve and the main line control valve on the regulator. Note the reading on both pressure gauges. Close the cylinder control valve and observe the regulator pressure gauges for a 3-minute period. If the pressure drops more than 100 psi in this period, inspect all fittings and hoses for leaks. Soapy water will aid in detecting leaks. Notify your immediate supervisor if a leak in the system or defective parts are noted.

D. Cleaning

1. Respirators shall be cleaned and sanitized at least monthly, but weekly for routinely used respirators.

2. Soap and water are the only materials needed to clean respirators.

3. Respirator equipment shall not be passed from one person to another until it has been cleaned and sanitized.

E. Storage

When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals.

C. Testing for Leaks

To test the complete assembly, open the cylinder control valve and the main line control valve on the regulator. Note the reading on both pressure gauges. Close the cylinder control valve and observe the regulator pressure gauges for a 3-minute period. If the pressure drops more than 100 psi in this period, inspect all fittings and hoses for leaks. Soapy water will aid in detecting leaks. Notify your immediate supervisor if a leak in the system or defective parts are noted.

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When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals.

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

Proposal

In Response to:

Request For Proposals File AS-0

"As-Needed Emergency Removal of Hazardous Material"

County of Los Angeles Department of Public Works
Lobby Cashier
900 South Fremont Avenue
Alhambra, CA 91803

Prepared By:

Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813

November 10, 2005

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

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OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

EDWARD A. LONG, R.E.A.

*Project Manager / **Chemist***, Ocean Blue Environmental Services, Inc. (1996 - present)

Responsible for various hazardous waste contracts, which entails coordination of supervisors and technicians on site remediation, emergency response, waste management, decontamination and demolition projects. Other emergency response tasks included clandestine drug lab cleanup. As Ocean Blue's Safety Manager, he verifies that our technical personnel are current on all safety regulations.

Supervisor / HazMat Incident Commander, Allwaste, Inc. (1995-1996)

Coordinated and supervised oil / chemical emergency response team, site clean up, industrial cleaning and other field activities. Managed Superfund site at Omega Chemical Company sampling and identifying over 4,000 drums of unknown hazardous waste. Also directed Health and Safety training and compliance for the Long Beach Transportation and Remediation office.

Emergency Response Operations Manager, Pacific Environmental (1980-1994)

While responsible for developing the emergency response division, responded to over 600 incidents. Also directed the activities of the field crews in industrial cleaning, clandestine drug labs, drum management, tank removals and plant closures. As the Health and Safety supervisor, developed the Injury and Illness Prevention Program in compliance with SB 198.

CERTIFICATIONS AND TRAINING

Certified Hazardous Materials Manager
Registered Environmental Assessor No. 03446
Certified HazMat Incident Commander
Trauma Scene Waste Practitioner
Field Chemist
Respirator Training Instructor
HAZPOWER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Supervisor Training
First Response Training
Confined Space Entry Qualified Person

STATE OF CALIFORNIA

California Environmental Protection Agency

Edward A. Long

has fulfilled the requirements for registration as a

REGISTERED ENVIRONMENTAL ASSESSOR
(REA)

James M. Strock
Secretary for Environmental Protection
California Environmental Protection Agency

Kirk C. Oliver, Senior Attorney
California Environmental Protection Agency

Date: October 1991

REA Number: REA-03446

University of Southern California

INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

EDWARD A. LONG

has satisfactorily completed a course in

Hazardous Materials: Handling and Disposal

on this day of

APRIL 26, 1991

Executive Director,
Institute of Safety and Systems Management

Director,
Southern California Educational Resource Center/NIOSH

California State University, Long Beach

University Extension Services

certifies that

Edward Long

has successfully completed the

Environmental Auditing Certificate Program Spring 1991

Robert J. Behm
Dean, University Extension Services

Lynn E. Hamick
Director, University Extension Services

University of Southern California

INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

EDWARD A. LONG

has satisfactorily completed a course in

Occupational Respiratory Protection

on this day of

APRIL 6, 1990

Executive Director
Institute of Safety and Systems Management

Chair,
Safety Science Department

Certificate of Completion

This is to certify that

Edward A. Long

has successfully completed an eight hour basic HazCat® Chemical Identification System Workshop as certified by HazTech Systems, Inc.

Location of Workshop

North Hollywood, California

Date of Completion

June 22, 1992

M. Kotowski & Associates
Chemical Identification Workshops
Santa Barbara, CA 805 • 968-4309

Certified HazCat Instructor

TORRANCE LOSS CONTROL CORPORATION

This Certifies That

EDWARD LONG

Has Successfully Completed a Course in

PERMIT REQUIRED CONFINED SPACES
&
EMERGENCY RESCUE

ACCREDITED MEMBER

CWPCA
ASSE
CHCM
WSO

TLC

DATE: MARCH 4, 1992

Fred Bonnet

FRED BONNET,CSE,CSM,CHCM
CHAIRMAN OF THE BOARD

© GOES 447

LITHO IN U S A

ABAG ASSOCIATION OF BAY AREA GOVERNMENTS

CERTIFICATE OF COMPLETION

Edward Long

has successfully completed a training seminar on

Practical Chemistry and the "Dirty Dozen"

March 31, 1992
at HAZMACON '92
Long Beach, California

Awarded 0.65 CEU's by the
ABAG Training Center

Suzanne R. Larson, Training Director

Robert J. Campbell, Instructor

Certificate Of Achievement

This is to certify that on AUGUST 29, 1979

ED LONG

satisfactorily completed I T Corporation
"Emergency Response Team Training"
for Proper Handling of Hazardous Material Spills.

William D. Kirg

President

CORPORATE OFFICE:
4115 N. MISSISSIPPI ST.
PORTLAND, OR 97217
PHONE: 503-282-6920

Edward A. Long

has completed the course

Shipyard Compentent Person/Entry Supervisor
OSHA1915.7 & OSHA 1910.146

conducted by

Marine & Environmental Testing, Inc.

Course Instructors

DATE: **September 9, 1995**

HOURS: **18 Hours**

LOCATION: **Long Beach, CA**

Keith Walsh and Associates, Inc.

Certificate of Completion

This Is To Certify That

EDWARD A. LONG

Has Completed 8 **Hours Of:**

DEPARTMENT OF LABOR 29CFR 1910.120 SUPERVISOR TRAINING

AUGUST 8, 1991
Date

CORONA, CALIFORNIA
Location

Keith Walsh
President

Office of Continuing Education
Illinois Institute of Technology

Certificate awarded to

EDWARD LONG

in recognition of successful completion of the seminar in

CERTIFIED HAZARDOUS MATERIALS MANAGER
SEPTEMBER 24, 25, & 26, 1991

1.8 Continuing Education Units (CEU'S)

Jeffery P. Perl, Ph.D., CHMM

Seminar Leader

Kathleen Lachowski

Director, IIT Office of Continuing Education

3M

Respirator Training

Respirator Training Instructor

COMPREHENSIVE TRAINING PROGRAM

EDWARD A. LONG

Has been trained on the proper protocol to be followed when fit testing 3M Brand respirators.

ITP-TC

© 3M 1994

HAZTEC SAFETY TRAINING SERVICES

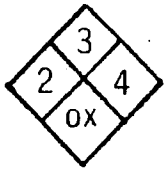
This Certifies that

EDWARD A. LONG

Has Successfully Completed a Twenty-Four Hour Course in

— HAZWOPER —

INCIDENT COMMANDER / ON-SCENE MANAGER



Date: JUNE 1,2,3, 1992

Fred Bonnet

Fred Bonnet,CSE,CSM
Certified Hazard Control Manager

© GOES 447

LITHO.IN U.S.A.

Hazardous Materials Training Subcommittee

Hazardous Materials Coordinating Committee

Los Angeles County Fire Department

This is to certify that

Ed Long

has completed

THE SEMS HAZMAT WORKSHOP

Tuesday, June 25, 1996

Deputy Fire Chief Jimmie Ryland
Chairperson, HMCC

Prem Notani-Sharma, DR.P.H.
HMTS, Chairperson

PACIFIC
ENVIRONMENTAL MANAGEMENT
CORPORATION

This is to Certify that

EDWARD A. LONG

HAS COMPLETED THE COURSE ENTITLED
"CLANDESTINE DRUG LAB SAFETY"

Given this 5th *day of* December, *19* 92

Jeff Lowe, Instructor

Edward A. Long, R.E.A.

© GOES 462-1/2

LITHO IN U.S.A.

Certificate of Attendance

awarded to

ED LONG

Has Completed the Course of

FIRST RESPONDER OPERATIONS LEVEL

DECEMBER 28, 1997

Ocean Blue Environmental Services Inc. 925 West Esther Street Long Beach, CA 90813

Stephen Harwell

Stephen Harwell

American Red Cross
We'll be there.

This recognizes that

Edward Long

has completed the requirements for

Preventing Disease Transmission

conducted by

Long Beach Red Cross Chapter

Date completed **07/07/2000**

The American Red Cross recognizes this certificate as valid for **n/a** year(s) from completion date.

LAW ENVIRONMENTAL, INC.

This is to certify that

Edward A. Long

has successfully completed the 40-hour course
"Health & Safety for Hazardous Waste Operations"
as required by OSHA 29CFR 1910.120 on

December 4, 1987

Jack Peng, Ph.D., C.I.H.

Jeff Gold

California Trucking Association

certifies that

Edward A. Long

has completed a seminar on

How To Set Up A Basic Fleet Safety Program
And
Compliance With OSHA Safety Program Regulations

August 21, 1990
Date

Thomas C. Schumacher
Thomas C. Schumacher
Executive Vice President

Certificate of Completion

Recognizing the completion of all requirements in

8 HOURS OF TRAINING RELATING TO: 29 CFR 1910.120, CONFINED SPACE ENTRY
LOCKOUT TAGOUT, HAZARDOUS MATERIAL IDENTIFICATION, CHEMICAL HAZARD COMMUNICATION

Be it known that:

EDWARD LONG
552-96-0052

is hereby awarded this certificate which attests to this achievement.

JANUARY 20, 1995

Date

SAFETY AND COMPLIANCE DIRECTOR

RICH LONG

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Edward Long

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

BCC10-BL

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OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

RON G. DARE

Project Manager, Ocean Blue Environmental Services, Inc. (1997 - present)

Responsible for various hazardous waste contracts, which entails coordination of supervisors and technicians on site remediation, emergency response, waste management, decontamination and demolition projects. Other emergency response tasks included clandestine drug lab cleanup.

Project Manager, Laidlaw Environmental Services, Inc. (1996-1997)

Responsible for various hazardous waste contracts, which entailed coordination of supervisors and technicians on site remediation, emergency response, waste management, decontamination and demolition projects. Other emergency response tasks included clandestine drug lab cleanup.

Supervisor, I. T. Corporation/Laidlaw Environmental Services (1981-1991)

Supervised various oil and chemical spills on land and over water. Other supervised projects include plant decontamination, tank cleaning, industrial cleaning, line cleaning, asbestos abatement, PCB decontamination, low-level radioactive decontamination, chemical packaging and well installation, monitoring and sampling.

EDUCATION

Montana Technical Institute, Industrial Safety and Mechanics 1994-1996

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Supervisor Training
First Response Training
Confined Space Entry Qualified Person
Field Chemist Training
Hazardous Materials Transportation Skills Training
Driver Function Specific Training
Excavation Training
24-Hour Hazardous Material Technician Training
Controlled Substance and Alcohol Testing Training for Supervisors

Safety Management Systems

Certificate awarded to

Ron Dare

has successfully completed

40 Hour HAZWOPER

40 Hours of Hazardous Waste Operations and Emergency Response Training as required by the Code of Federal Regulations 29, 1910.120 and the California Code of Regulations Title 8, 5192 on this day: **August 23, 1996**

Instructor Gil Prieto

Safety Management Systems 5405 Alton Parkway, Irvine, CA 92714, (714) 490-3816

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Ron Dare

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

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Long Beach, CA 90813

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Fx: (562) 624-4127

EDMUND E. ACOSTA

Project Manager, Ocean Blue Environmental Services, Inc. (1996 - present)

Responsible for various hazardous waste contracts, which entails coordination of supervisors, drivers and technicians on transportation, industrial cleaning, site remediation, emergency response, waste management, decontamination and demolition projects. Other emergency response tasks included clandestine drug lab cleanup. As Ocean Blue's Transportation Manager, he verifies that our fleet of vehicles is well maintained and ready to respond to emergencies.

Project Manager, M.P. Services, Inc. (1993 - 1996)

Started the Long Beach branch office. Was responsible for the entire L.A./Orange Counties operation, including business development and maintenance of large refinery, marketing and manufacturing clients. The operation included transportation, industrial cleaning, emergency response and demolition jobs.

Transportation Supervisor, Pacific Environmental (1991-1993)

Responsible for refinery, marketing and marine accounts. Interfacing with clients from beginning of projects until completion, he became responsible for client development.

Vacuum Truck Supervisor, Crowley Environmental (1980-1987)
Responsible for setting up vacuum truck service and client development; delegated jobs for the vacuum trucks; managed oil spill operations, drilling rig change-overs, over the water transfers, and tank cleanings; supervised cleaning crews. Responsible for hauling hazardous waste to class 1 landfills.

CERTIFICATIONS AND TRAINING

HAZPOWER 40-Hour Course
HAZWOPER 8-Hour Refreshers
First Response Training
Supervisor Training
Confined Space Entry Qualified Person Course
Preventing Disease Transmission Class
Medic First Aid, CPR and Basic Life Support Courses

PACIFIC
ENVIRONMENTAL MANAGEMENT
CORPORATION

This is to Certify that

EDMUND E. ACOSTA

THROUGH A COMBINATION OF WORK EXPERIENCE AND CLASSROOM TRAINING
MEETS THE REQUIREMENTS SET FORTH IN 29 CFR 1910.120
"HEALTH & SAFETY FOR WASTE OPERATIONS AND EMERGENCY RESPONSE"

Given this 7th *day of* October, *19* 92

Edward A. Long, R.E.A.
Operations Manager

Kurt Slingsby
General Manager

© GOES 462-1/2

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Ed Acosta

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

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OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

SCOTT P. TRACY

President & General Manager, Ocean Blue Environmental Services, Inc. (1994 - present)

Co-founder of Ocean Blue Environmental Services, Inc. As the president and general manager, responsible for the operations of the company. Responsible for interfacing with clients and government agencies, such as the U.S. Coast Guard, Environmental Protection Agency and California Fish & Game.

Supervisor / Project Manager, Advanced Cleanup Technologies, Inc. (1992-1994)

Coordinated and supervised oil / chemical emergency response team. Supervised oil and chemical marine spills. Interfaced and coordinated response activities with agencies. Responsible for processing hazardous waste disposal, including the profiling and manifesting of drummed waste. As Hazardous Material Officer he was responsible for correctness of all paper work associated with the packaging, transportation, and disposal materials that Advanced is contracted to remove during emergency response operations and waste management programs.

Marine Pollution Supervisor, A.M. Pumping Inc. (1991)

Coordinated and supervised marine oil spill emergency response teams. Supervised staff of twenty.

U.S. Coast Guard, Long Beach CA (1987-1991)

Pollution Investigator - Conducted and supervised the investigations of more than 250 pollution incidents for violations of federal environmental laws such as Clean Water Act, CERCLA, and RCRA.

Federal On Scene Coordinator's Representative - Worked in cooperation with state and other federal agencies in the initial response and mitigation of oil and chemical spill incident.

CERTIFICATIONS AND TRAINING

HAZPOWER 40-Hour Course
HAZWOPER 8-Hour Refreshers
First Response Training
Supervisor Training
Confined Space Entry Qualified Person Course

CHEMICAL SAFETY ASSOCIATES, INC.

C S A

presents this certificate to

SCOTT P. TRACY

for successfully completing

EMERGENCY RESPONDER — 40 HOUR TRAINING

Instructor

April 2-6, 1990

Training Date

President

Leslie D. Putnam

Instructor

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Scott Tracy

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

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ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

RICO D. RUIZ

Project Manager, Ocean Blue Environmental Services, Inc. (1998 - present)

Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors. Projects include on-site remediation, emergency response, waste management, decontamination and demolition. Other emergency response tasks include clandestine drug lab cleanup.

Lead Technician, Laidlaw Environmental Services, Inc. (1994-1998)

Coordinated and supervised technicians on projects for a variety of contracts. Projects included on-site remediation, emergency response waste management, decontamination and demolition. Cleanup Tech Level II for DTSC Drug Lab contract. Duties included packing, labeling, manifesting and transporting waste to Treatment, Storage and Disposal Facilities.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Field Chemist Training
PCB, Asbestos and Hazardous Materials Handling Course
Hazardous Materials Transportation Skills
First Response Training
Preventing Disease Transmission Class (Red Cross)
Medic First Aid and CPR Training and Basic Life Support Courses
Supervisor Training
Confined Space Entry Qualified Person
Excavation Safety Training

A D A ENVIRONMENTAL SERVICES

DEPARTMENT

CERTIFICATE OF TRAINING

This is to certify

RICARDO RUIZ

has satisfactorily completed

40 Hour Hazardous Waste Operations and Emergency Response
(40 Hour HAZWOPER)

in accordance with 29 CFR 1910.120.

08/19/94
Date

LAIDLAW ENVIRONMENTAL SERVICES, INC.

Rene A. Ricks

Rene A. Ricks
Regional Health & Safety Manager

Environmental Safety Training

2485 West 14TH St. Oakland CA, 94607
Phone: (510) 834-8426 Fax: (510) 834-8427

This is to certify that

Ricardo Ruiz

Has successfully completed 8 hour of Hazardous Waste Training
In accordance with 29 CFR.1910.120 & CCR Title 8 section 5192

Training Dates: December 11, 2004

Expiration: December 11, 2005

Certificate Number: OBES-121104

Training Director: Roger Lowe

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

DONALD K. OSTRAND

Project Manager, Ocean Blue Environmental Services Inc. (November 1998 - present)

Operations Manager for the San Diego branch. Generates, supervises and maintains business contacts. Clients include the San Diego Unified Port District. Manages government and private industry contracts including emergency response, hazardous material management, lab packing, remediation, demolition, decontamination, underground storage tank removal, and dredging activities.

Senior Project Manager, Philip Services Corporation (March 1998 - November 1998)

Managed San Diego area service contracts, including $2.8 million San Diego Unified Port District contract, San Diego Gas and Electric and San Diego Community College District. Duties included project estimating, project accounting, managed all phases of environmental waste management.

Project Manager, Laidlaw Environmental Services Incorporated (1994 - 1998)

Was responsible for aerospace, government and private industrial accounts. Services included soil remediation, decontamination, facility demolition, asbestos surveys and abatement, tank cleaning, storm drain clean out, lab packing.

Operator/Supervisor United States Pollution Control Incorporated (1990 - 1994)

Coordinated and supervised waste removal for governmental installations in 14 western states. Constructed and sampled monitoring wells and vapor extraction systems. Operated and maintained fly-ash batch plant. Served as project field supervisor for underground tank removal, contaminated soil excavation, soil washing and demolition. Operated heavy equipment including rubber tire and track loaders, rubber tired backhoes, track hoes and bulldozers.

CERTIFICATIONS AND TRAINING

HAZPOWER 40-Hour Course
HAZWOPER 8-Hour Refreshers
First Response Training
Supervisor Training
Confined Space Entry Qualified Person Course
Medic First Aid and CPR Training and Basic Life Support Courses

USPCI
A Subsidiary of
Union Pacific Corporation

This is to certify that

DONALD OSTRAND

has successfully completed 40 hours of
HEALTH AND SAFETY TRAINING

Covering the following topics:

Introduction to Regulations
Medical Monitoring
Principles of Safety
Basic Chemistry
Properties of Hazardous Materials
Health Hazards
Hazard Communication
Personal Protective Equipment
Respiratory Protection
Drum Handling and Sampling
Monitoring Instruments
Confined Spaces
Spill Response
Site Control
Health and Safety Plans
UST'S
Drill Rig Safety
CPR
First Aid

And also successfully completed the following as indicated:

☒ A medical exam which satisfies the requirements of 29 CFR 1929.120(f)

☒ Three days of supervised field training

JULY 8-12, 1991
Dates

Steve Minshall
Instructor

STEVE MINSHALL, CIH, CSP

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Donald Ostrand

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

BCC10-BL

©E-Z LEGAL FORMS®

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

MARIA C. LEE

Chief Executive Officer, Ocean Blue Environmental Services, Inc. (1994 - present)

Co-founder of Ocean Blue Environmental Services, Inc. As the CEO, responsible for all aspect of running the company, including finance, accounting, sales, operations, human relations, long range planning, contracts administration, bids and proposals. Also as the Chairperson of the Board, responsible to the stockholders the effective and efficient allocation of their investments and investigate and take corrective action against unfavorable variance against the company plan. Responsible for obtaining and maintaining superior financial performance of the company.

Administrator, Advanced Cleanup Technologies, Inc. (1993 - 1994)

As the administrator of Advanced Cleanup Technologies, Inc., provided administrative, financial and accounting support to the president and vice president of the company. Also provided accounting support to Spill Control Manufacturing & Supplies, Inc., a wholly owned corporation by owners of Advanced Cleanup Technologies, Inc. Responsible for the accounts payable, billing, accounts receivable, collection and financial reporting.

Administrator, TRW, Inc. (1983 - 1989)
As administrator, provided financial analysis and business management support to an 1,000+ employee organization. Managed allocation of the organization's resources (manpower, capital, indirect expenses, R&D, etc.).

As a project control administrator, provided business management support to large engineering design projects. Responsible to scheduling, budget management, and change notice proposals.

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

MOONHO C. LEE

Supervisor, Ocean Blue Environmental Services, Inc. (1994 - present)

Coordinates and supervises oil spill emergency team and waste management team. Responsible for logistics for large spill projects. Interfaces and coordinates response activities with agencies, customers, subcontractors and vendors.

Project Manager/Chief Financial Officer, Advanced Cleanup Technologies, Inc. (1992-1994)

As a project manager, coordinated and supervised large spills such as ARCO Four-Corner spill in Newhall ($6.5M) and Bush Oil spill in Ventura ($700K). Coordinated manpower, scheduling and purchasing for spills.

As the CFO, was responsible for all aspects of finance and accounting, including long-range financing. Worked closely with president on the company's operations, such as contracts administration, bids and proposals.

Finance Manager, Pillsbury Madison & Sutro (1989-1992)

As head of the firm's Los Angeles accounting department, provided financial and accounting support to a very large (200+ attorneys and $80 million in revenue) law office. Responsible for preparation and analysis of monthly Profit & Loss, Balance Sheet, and Cash Flow statements, as well as all aspects of the accounting department. Supervised a staff of sixteen employees.

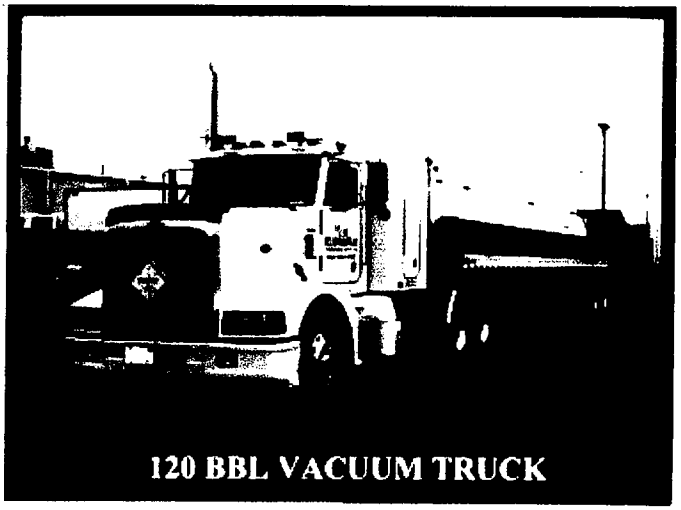
Senior Financial Analyst, TRW Inc. (1983-1989)

Provided financial analysis and business management support to an 800+ employee organization. Managed allocation of the organization's resources (manpower, capital, indirect expenses, R&D, etc.). Supervised 14 business analysts.

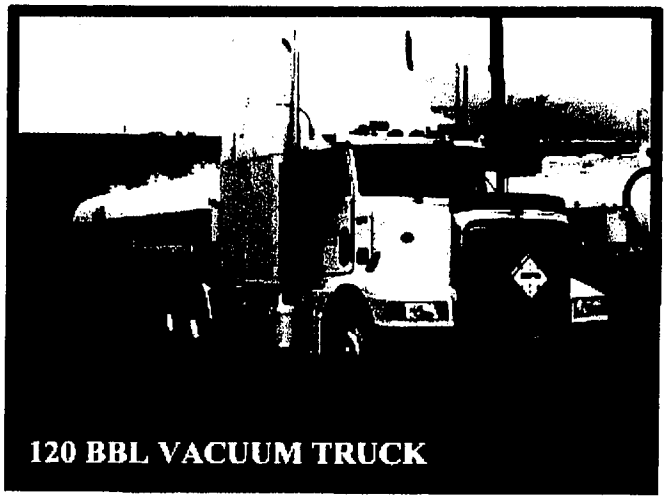
EDUCATION

University of California, San Diego; Bachelor's Degree, 1982.
Major: Management Science. Minors: Mathematics and Sociology.

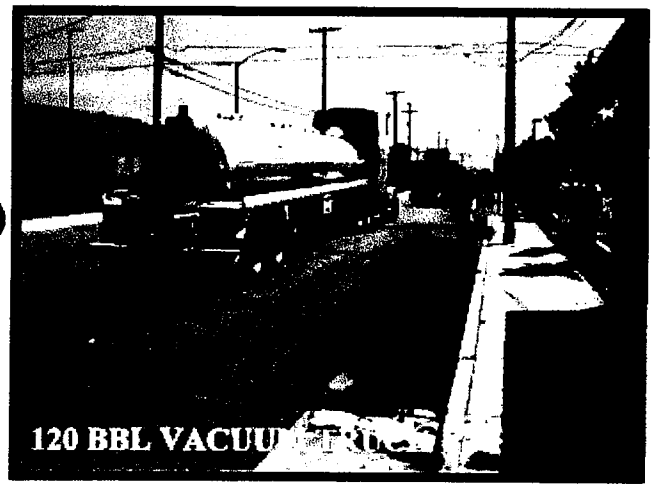
OCEAN BLUE TRUCKS



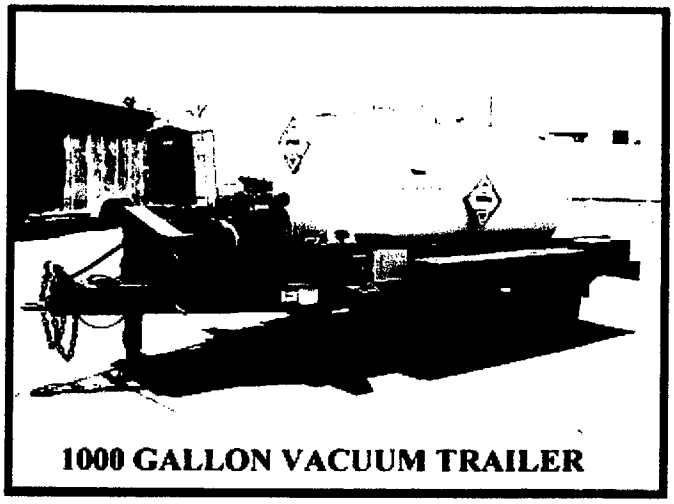
120 BBL VACUUM TRUCK



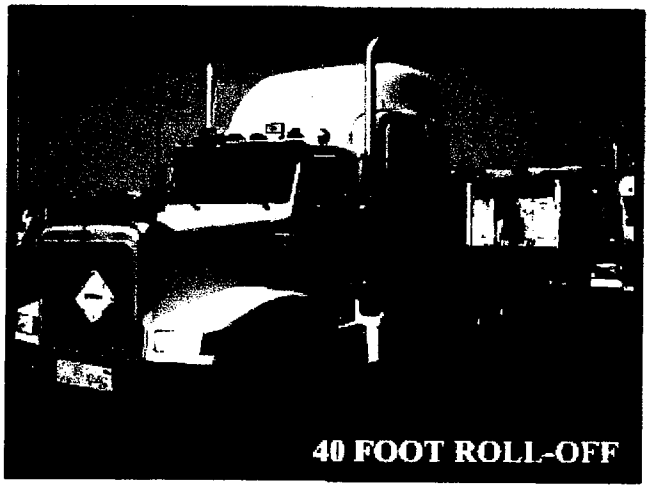
120 BBL VACUUM TRUCK



120 BBL VACUU



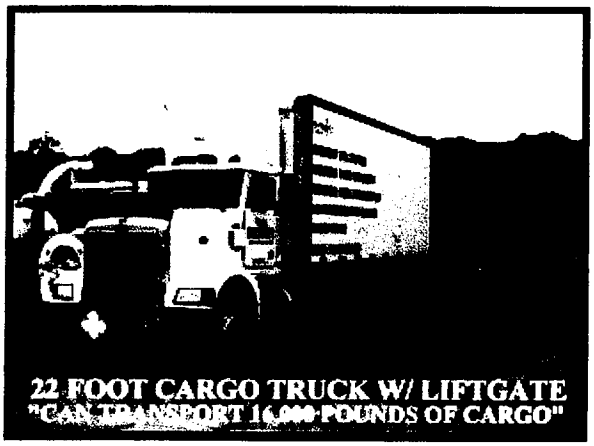
1000 GALLON VACUUM TRAILER



40 FOOT ROLL-OFF

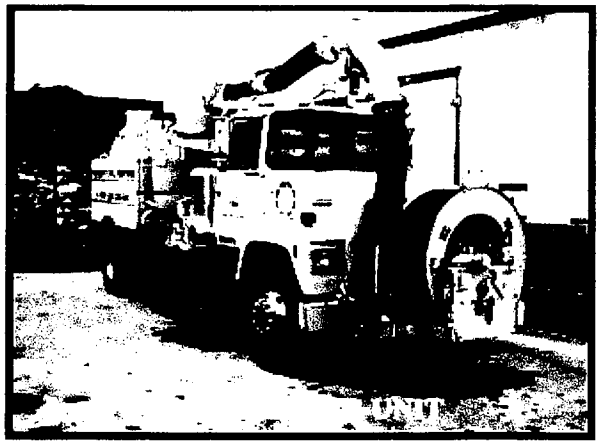
BOB TAIL ROLL-OFF TRUCK

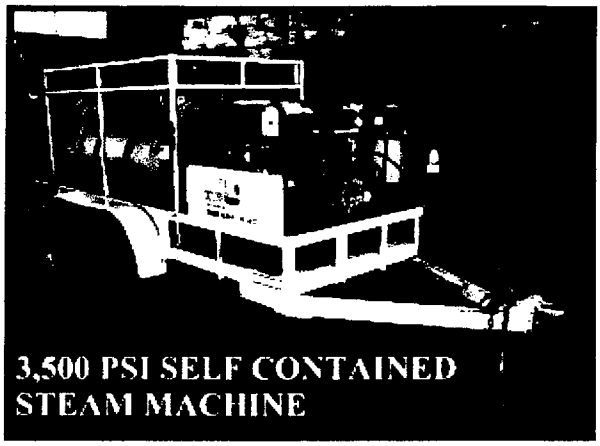
OCEAN BLUE'S EQUIPMENT



22 FOOT CARGO TRUCK W/ LIFTGATE
"CAN TRANSPORT 16,000 POUNDS OF CARGO"

LARGE EMERGENCY RESPONSE UNIT
"USED FOR CHEMICAL SPILLS"





3,500 PSI SELF CONTAINED
STEAM MACHINE

F-550 CREW CAB GEAR TRUCK

TRAUMA SCENE UNIT

Statement of Equipment **TRADE SECRET** Exhibit E

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

ADDRESS 925 W. ESTHER STREET, LONG BEACH, CA 90813

TELEPHONE (562) 624-4120 OR (800) 990-9930

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
4 X 4 UTILITY TRUCK	FORD	F350	2000	101
UTILITY TRUCK	FORD	F250	1995	102
UTILITY TRUCK	FORD	F250	1996	104
4 X 4 UTILITY TRUCK	FORD	F350	2002	105
4 X 4 UTILITY TRUCK	DODGE	2500	1998	106
4 X 4 UTILITY TRUCK	DODGE	3500	2003	107
4 X 4 UTILITY TRUCK	DODGE	3500	2003	109
4 X 4 UTILITY TRUCK	DODGE	3500	2003	110
12' BOX VAN WITH LIFTGATE	FORD	F550	2002	201
12' STAKEBED WITH LIFTGATE	FORD	F450	1992	202
12' BOX VAN WITH LIFTGATE	FORD	F550	2002	203
14' STAKEBED WITH LIFTGATE	FORD	F550	1999	204
14' STAKEBED WITH LIFTGATE	FORD	F550 4-DOOR	1999	205
14' STAKEBED WITH LIFTGATE	FORD	F550	1999	206
VACUUM TRUCK BOBTAIL W/ROPER	PETERBILT	70 BBL	1990	301
JETTER / GUZZLER COMBO UNIT	FORD / VACTOR	L8000 / 810E-GAS	1988	JV1

TRADE SECRET

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
24' BOX VAN	PETERBILT	377	1989	402
VACUUM TRUCK POWER UNIT	PETERBILT	377	1990	501
VACUUM TRUCK / ROLLOFF POWER UNIT	PETERBILT	379	2000	502
VACUUM TRUCK POWER UNIT	PETERBILT	377	1991	503
VACUUM TRUCK POWER UNIT	PETERBILT	377	1991	504
VACUUM TRUCK POWER UNIT	PETERBILT	377	1989	505
VACUUM TRUCK POWER UNIT	PETERBILT	377	1989	506
ROLL-OFF TRUCK BOBTAIL	PETERBILT	377	1989	601
ROLL/OFF TRAILER "ROCKET LAUNCHER"	AMERICAN CARRIER		1997	T502
ROLL-OFF PULL TRAILER	KNIGHT		1986	T601
VACUUM TRAILER	THOMPSON	120 BBL	1997	T701
VACUUM TRAILER - STAINLESS STEEL	THOMPSON	120 BBL	1997	T702
VACUUM TRAILER	THOMPSON	120 BBL	1981	T703
VACUUM TRAILER	PETRO	20 BBL	1994	T704
VACUUM TRAILER	THOMPSON	120 BBL	1999	T705
VACUUM TRAILER	THOMPSON	20 BBL	1987	T706
45' BOX VAN	TRAILMOBILE		1986	DV1
45' FLATBED TRAILER	RAVEN		1985	FR1
TRAUMA RESPONSE UNIT	FORD	F250	1998	TR 1
EMERGENCY RESPONSE TRUCK	FORD	F350	1990	ER 1
EMERGENCY RESPONSE TRUCK	ISUZU	5 TON BOX VAN	1993	ER 2
EMERGENCY RESPONSE TRUCK	ISUZU	3 TON - NPR	1997	ER 3
EMERGENCY RESPONSE TRUCK	FORD	F550	1999	ER 4

TRADE SECRET

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
STEAM MACHINE	ADVANCE PRESSURE SYSTEMS	1000 PSI, 22 GPM	1995	ST1
PRESSURE WASHER WITH TANK	STEAM-X	3500 PSI, 5305A	2005	PW15
PRESSURE WASHER WITH TANK	STEAM-X	3500 PSI, 5305A	2005	PW16
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	3500 PSI, 5305A	1996	PW1
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	3500 PSI, 5305A	1996	PW2
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	3500 PSI, 5305A	1997	PW3
LIGHT TOWER	COLEMAN		1996	LT1
AIR COMPRESSOR	INGERSOLL-RAND	P185WJD	1998	AC1
AIR COMPRESSOR	SULLAIR	185DP0PE2	2000	AC2
CONTAINMENT BOOM TRAILER	CARSON		1994	20
SORBENT BOOM TRAILER	CARSON		1997	30
RESPONSE TRAILER	CARSON		1997	40
SKIMMER TRAILER	CARSON		1997	50
EQUIPMENT TRAILER	CARSON		2001	60
SPILL RESPONSE TRAILER	CARSON		2000	70
SPILL RESPONSE TRAILER	CARSON		2002	71
WATER TRAILER	CARSON		2001	WT1
ARROW BOARD	HSI		1995	AB1
14' SPILL CONTROL BOAT	BOSTON WHALER		1978	SC1
WORK/TOW BOAT 22'	BOSTON WHALER		1984	SC2
WORK/BOOM BOAT 17'	BOSTON WHALER		1997	SC3
14' PUNTS / SKIFFS	LIVINGSTONE		2000	QTY - 5

TRADE SECRET

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
1" DIAPHRAGM PUMP	WILDON			QTY - 4
2" DIAPHRAGM PUMP	WILDON			QTY - 3
3" DIAPHRAGM PUMP	WILDON			QTY - 2
2" CHEMICAL DIAPHRAGM PUMP	WILDON			QTY - 2
2" TRASH PUMP	HONDA			QTY - 2
3" TRASH PUMP	HONDA			QTY - 4
MERCURY VACUUM	HAKO			
1" HIGH PRESSURE PUMP	HONDA			QTY - 2
40 CU. YD. BIN	ACE		1998	QTY - 6
20 CU. YD CLOSED TOP	ACE		1998	QTY - 4
TRIPOD W/2 WINCHES	MILLER / DBI			QTY - 6
PNEUMATIC MUCKING WINCH	GAST			QTY - 2
FULL BODY HARNESSES	DBI			QTY - 30
SCBA	SURVIVE AIR			QTY - 9
5 MINUTE ESCAPE BOTTLES	SURVIVE AIR			QTY - 25
BLOWER	COPPUS	CP-20		QTY - 2
24" VENTILATION FAN	TEMPEST			QTY - 2
4-GAS METERS	EAGLE / GASTECH			QTY - 12
ORGANIC VAPOR ANALYZER	FOXBORO	128		
FORKLIFT	HEISTER			
SKIMMER, FLOW CONTROL	SKIM-PAK/DOUGLAS	4200-SH		QTY - 2
SKIMMER, ROPE MOP	ABASCO	A14-G		
SKIMMER, DRUM	ELASTEC	TDS-136/D-10		
ATV 4X4	HONDA	RANCHER	2005	
CONTAINMENT BOOM	KEPNER	12,000 FT		

REMARKS: Some equipment does not have serial numbers.

EXHIBIT F

PROPOSER INFORMATION SHEET

EMERGENCY REMOVAL OF HAZARDOUS MATERIALS

1. Name of Company: Ocean Blue Environmental Services, Inc.
2. Contact Person: Moonho Lee
3. Address: 925 West Esther Street, Long Beach, CA 90813
4. Telephone Number: (562) 624-4120
5. General Engineering Class A with HAZ License No.: 709140
6. Contractor License No. (if any): 709140
7. State of California Hazardous Waste Material Hauling License No.: 3354
8. State of California Highway Patrol License No.: 111486
9. Federal Environmental Protection Agency License No.: CAD983608258
10. Trauma Scene Waste Management Practitioner License No.: 066
11. Medical Waste Hauler Registration License No.: 3354

A brief description of the Company's history:

Ocean Blue Environmental Services, Inc. was founded in 1994 to be a full service environmental services company specializing in servicing the municipalites.

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

PERMITS AND LICENSES

TRADE SECRET

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

Los Angeles County – Local SBE, Vendor #51258301

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 – 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

Los Angeles Department of Health Services – Sewage Cleaning Vehicle Licenses

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

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

American Red Cross – Preventing Disease Transmission (passed by all technical employees)

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

Field Chemist / Environmental Assessor – Ed Long, REA #03446 and 25 years of related experience (please see his resume under Tab #5)

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **709140** Entity CORP

Business Name OCEAN BLUE ENVIRONMENTAL SERVICES INC

Classification(s) A HAZ

Expiration Date 07/31/2007

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

Dennis A. Tafoya
Director

October 15, 2004

MOONHO C. LEE
OCEAN BLUE ENVIRONMENTAL SER.
925 W. ESTHER ST.
LONG BEACH, CA 90813

Vendor #: 51258301

Dear MOONHO C. LEE:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until June 30, 2006 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period 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 regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

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

State of California Department of Consumer Affairs

Witness my hand and seal this day,

July 5, 1995

Issued July 3, 1995

Signature of Licensee

Signature of License Qualifier

Registrar of Contractors

709140

License Number

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.

13L-24 (REV. 4-91) 91 02972

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY

CONTRACTORS STATE LICENSE BOARD

State of California Department of Consumer Affairs

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 examination.

Qualifier: MOONHO CHARLES LEE

License No.: 709140

Business Name: OCEAN BLUE ENVIRONMENTAL SERVICES INC

WITNESS *my hand and official seal this*
11TH *day of* OCTOBER 1995

Denis R Phillips
Registrar of Contractors

HR-36 (12-91)

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

Department of Toxic Substances Control

Alan C. Lloyd, Ph.D.
Agency Secretary
Cal/EPA

8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

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, 2006

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) 255-4368.

(AUTHORIZED SIGNATURE)

AUG 15 2005

(DATE)

Printed on Recycled Paper

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
170947	111486	8/3/2005		9/30/2006
CHP CARRIER NUMBER	LOCATION	☐ Duplicate	☐ Replacement	
CA 119128		☐ Initial	☑ Renewal	

LICENSEE NAME AND PHYSICAL ADDRESS *(only if different from below)*

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

LICENSEE NAME AND MAILING ADDRESS

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

925 W. ESTHER STREET
LONG BEACH CA 90813

ATTENTION: MOONHO C. LEE

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

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 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 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) 327-3310.

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- ☐ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- ☐ (HMPIH) Poison Inhalation Hazard materials in bulk packagings subject to Division 14.3, CVC.
- ☐ (HRCQ) Highway Route Controlled Quanity radioactive materials subject to Division 14.5, CVC.

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

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
P. O. Box 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 Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER). This is an automated file pertaining to motor carriers operating in the State of California.

MISTER 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.

Your assigned Carrier Number, CA 119128, 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-axle 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 119128

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

Thank you for your cooperation.

CALIFORNIA HIGHWAY PATROL

hereby awards this

Certificate of Achievement

to

OCEAN BLUE ENVIRONMENTAL SERVICES, INC

925 WEST ESTHER ST
LONG BEACH, CA 90813

4 Consecutive Satisfactory Ratings
Since SEPTEMBER 30, 1994

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program to be conducted by the California Highway Patrol. That program, known as the Biennial Inspection of Terminals (BIT) Program, requires all motor carriers operating trucks from terminals located in California to undergo an inspection of each operational terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive 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.

COMMISSIONER
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

1-17-01

CHP 341 (11-93) OPI 062

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER PERMIT BRANCH MS G875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153

04/14/2005

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

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
Motor Carrier Permit Branch
P.O. Box 932370
Sacramento, CA 94232-3700

Valid From:	06/01/2005	**Valid Through:**	05/31/2006
CA#:	**0119128**		

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

THE CARRIER NAMED ON THIS PERMIT, HAVING MADE WRITTEN APPLICATION TO THE DEPARTMENT OF MOTOR VEHICLES FOR A PERMIT TO OPERATE AS A MOTOR CARRIER OF PROPERTY AS DEFINED IN VEHICLE CODE SECTION 34601, AND HAVING MET THE REQUIREMENTS AND PAID THE APPROPRIATE FEES, IS GRANTED A PERMIT OF THE FOLLOWING CLASSIFICATION:

For Hire
Full Year
Corporation

Pmt Date:	04/13/2005	Office #:	154
Account #:	30319	Tech ID:	JG
Sequence #:	0009	Amt Paid:	$710.00

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

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

September 23, 1994

SCOTT TRACY PRESIDENT
OCEAN BLUE ENVIRONMENTAL SVC
4119 COLORADO ST
LONG BEACH, CA 90814

This is to acknowledge that the ENVIRONMENTAL PROTECTION AGENCY (EPA) has received a notification of hazardous waste activity (EPA FORM 8700-12) 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 RCRA.

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: OCEAN BLUE ENVIRONMENTAL SVC
LOCATION ADDRESS: 925 W ESTHER ST
LONG BEACH, CA 90813

WASTE ACTIVITY: TRANSPORTER

HAZARDOUS WASTE CODES SUBMITTED ON THE NOTIFICATION:
NONE

U.S. Department
of Transportation
Federal Highway
Administration

400 Seventh St. S.W.
Washington, D.C. 20590

JULY 10, 1997

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 vehicle.

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 as an interstate motor carrier of migrant workers, this regulation requires you 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

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

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2004-2007

Registrant: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
ATTN: STEWART ROSEMAN
925 W. ESTHER STREET
LONG BEACH, CA 90813-0000

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: 061604552042MO **Issued:** 06/16/04 **Expires:** 06/30/07

Record Keeping Requirements for the Registration Program

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

(1) A copy of the registration statement filed with RSPA; 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, DHM-60 Research and Special Programs Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

T-6P861 (REV 5/01) (COS T0048D 4/05)

COUNTY OF LOS ANGELES

00713

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

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

3030 JUL
754608

VEH NO.
4AT8043
30

EXPIRATION DATE
JUNE 30, 2006

ISSUE DATE
AUG 31, 2005

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED
00925 ESTHER ST LB 90813

COUNTY OF LOS ANGELES
By

MARK J. SALADINO
COUNTY TAX COLLECTOR

J. TYLER MCCAULEY
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

T-6P861 (REV 5/01) (COS T0048D 4/05)

COUNTY OF LOS ANGELES

00710

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

X OCEAN BLUE ENVIRONMENTAL SER
OCEAN BLUE ENVIRONMENTAL SER
HD-2448
925 W ESTHER ST
LONG BEACH CA 90813

3030 JUL
754605

VEH NO.
4BX9351
30

EXPIRATION DATE
JUNE 30, 2006

ISSUE DATE
AUG 31, 2005

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED
00925 W ESTHER ST LB 90813

COUNTY OF LOS ANGELES
By

MARK J. SALADINO
COUNTY TAX COLLECTOR

J. TYLER MCCAULEY
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

T-6P861 (REV 5/01) (COS T0048D 4/05)

COUNTY OF LOS ANGELES

00696

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

X OCEAN BLUE ENVIRONMETNAL SER
OCEAN BLUE ENVIRONMENTAL SER
ACOSTA ED
925 W ESTHER STREET
LONG BEACH CA 90813

3030 JUL
701337

30

EXPIRATION DATE
JUNE 30, 2006

ISSUE DATE
AUG 31, 2005

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED
00925 W ESTHER STREET LBH 90813

COUNTY OF LOS ANGELES
By

MARK J. SALADINO
COUNTY TAX COLLECTOR

J. TYLER MCCAULEY
COUNTY AUDITOR

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

76P861 (REV 5/01)

COUNTY OF LOS ANGELES

(COS - T004BD - 4/05)

00711

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

X OCEAN BLUE ENVIRONMENTAL SER
OCEAN BLUE ENVIRONMENTAL SER
HD-2451
925 W ESTHER ST
LONG BEACH CA 90813

3030 JUL
754606

EXPIRATION DATE
JUNE 30, 2006

VEH.NO.
4AT8990
30

ISSUE DATE
AUG 31, 2005

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED
00925 W ESTHER ST LB 90813

COUNTY OF LOS ANGELES
By

MARK J. SALADINO
COUNTY TAX COLLECTOR

J. TYLER MCCAULEY
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

76P861 (REV 5/01)

COUNTY OF LOS ANGELES

(COS - T004BD - 4/05)

00712

PUBLIC HEALTH LICENSE

See Reverse Side

Issued to:

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

3030 JUL
754607

EXPIRATION DATE
JUNE 30, 2006

VEH.NO.
4AT8044
30

ISSUE DATE
AUG 31, 2005

SEWAGE CLEANING VEHICLE

LOCATION OF BUSINESS BEING LICENSED
00925 W ESTHER ST LB 90813

COUNTY OF LOS ANGELES
By

MARK J. SALADINO
COUNTY TAX COLLECTOR

J. TYLER MCCAULEY
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

STATE OF CALIFORNIA – HEALTH AND WELFARE AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF HEALTH SERVICES
MEDICAL WASTE MANAGEMENT PROGRAM
1616 CAPITOL AVENUE, 2nd FLOOR - MS 7405
P.O. BOX 997413
SACRAMENTO, CA 95899-7413
Phone: 916-449-5671

April 5, 2005
ID Number **TSW 66**

Mr. Moonho Lee
Ocean Blue Environmental
925 W. Esther Street
Long Beach, CA 90813

Dear Mr. 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 Health Services
Medical Waste Management Program

DEPARTMENT OF HEALTH SERVICES

Ocean Blue Environmental

Registration No.
066

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Expiration Date
May 1, 2006

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: 4/5/2005

Chief, Waste Management Section

STATE OF CALIFORNIA – HEALTH AND WELFARE AGENCY

PETE WILSON, Gover

DEPARTMENT OF HEALTH SERVICES
601 NORTH SEVENTH STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 327-6904/Fax: 323-9869

Date: January 15, 1997

MEDICAL WASTE TRANSPORTER

VERIFICATION AND CONDITIONS

This is to verify that the registered hazardous waste hauler below has notified the Department of Health Services, Medical Waste Management Program, of its intent to transport medical waste.

Hazardous Waste Hauler Registration Number: 3354

Company name/address/phone: Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813
(310) 624-4120

The above-named hauler shall be subject to all applicable provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 6, of the California Health and Safety Code and the conditions set forth on the following page.

Vernon Reichard

Vernon Reichard, Supervisor
Medical Waste Management Program

1-16-97
Date

American Red Cross
We'll be there.

This recognizes that

Edward Long

has completed the requirements for

Preventing Disease Transmission

conducted by

Long Beach Red Cross Chapter

Date completed **07/07/2000**

The American Red Cross recognizes this certificate as valid for **n/a** year(s) from completion date.

American Red Cross
We'll be there.

This recognizes that

Moonho Lee

has completed the requirements for

Preventing Disease Transmission

conducted by

Long Beach Red Cross Chapter

Date completed **07/07/2000**

The American Red Cross recognizes this certificate as valid for **n/a** year(s) from completion date.

Note: Above certificates are samples of what was issued to all Ocean Blue technical employees after taking and passing this course.

STATE OF CALIFORNIA

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

REGISTERED

WASTE TIRE HAULER

OCEAN BLUE ENVIRONMENTAL SVCS INC
925 W Esther St
Long Beach CA 90813

VEHICLE LICENSE PLATE NUMBER: **9A21766**

DECAL SERIAL NUMBER: **05-04415**

ISSUE DATE: December 28, 2004

EXPIRATION DATE: December 31, 2005

CIWMB TPID NUMBER: 1003834

ISSUED BY:

EXECUTIVE DIRECTOR

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

ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

State of California
Department of Fish & Game
Office of Spill Prevention & Response

Certificate of Financial Responsibility

No.: 30753-00-004

Expires: September 30, 2006

Facility Owner or Operator

[illegible] ENVIRONMENTAL SERVICES

has met the financial responsibility requirements set forth in Government Code Section 8670.37.53 as it applies to the operation of:

(Name and [illegible] of Facility)

[illegible] MOBILE TRANSFER UNIT

199[illegible] TANK CAP[illegible] [illegible]2369

The holder of this certificate is [illegible] Code of Regulations [illegible] 2797, implementing the financial responsibility requirements [illegible] Act (Act), see California Government Code Sections [illegible] subject to the conditions on the reverse of this certificate. For the purpose [illegible] of financial responsibility is conclusive evidence that the person [illegible] responsible [illegible] marine facility.

Date Issued: October 1, 2005

№ 10455

Administrator, Office of Spill Prevention & Response
Department of Fish & Game

STATE OF CALIFORNIA

California Environmental Protection Agency

Edward A. Long

has fulfilled the requirements for registration as a

REGISTERED ENVIRONMENTAL ASSESSOR
(REA)

James M. Strock
Secretary for Environmental Protection
California Environmental Protection Agency

Kirk C. Oliver, Senior Attorney
California Environmental Protection Agency

Date: October 1991

REA Number: REA-03446

University of Southern California

INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

EDWARD A. LONG

has satisfactorily completed a course in

Hazardous Materials: Handling and Disposal

on this day of

APRIL 26, 1991

Executive Director,
Institute of Safety and Systems Management

Director,
Southern California Educational Resource Center/NIOSH

California State University, Long Beach

University Extension Services

certifies that

Edward Long

has successfully completed the

Environmental Auditing Certificate Program Spring 1991

Robert J. Behm

Dean, University Extension Services

Lynn E. Hamilton

Director, University Extension Services

University of Southern California

INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

EDWARD A. LONG

has satisfactorily completed a course in

Occupational Respiratory Protection

on this day of

APRIL 6, 1990

Executive Director
Institute of Safety and Systems Management

Chair,
Safety Science Department

Certificate of Completion

This is to certify that

Edward A. Long

has successfully completed an eight hour basic HazCat® Chemical Identification System Workshop as certified by HazTech Systems, Inc.

Location of Workshop

North Hollywood, California

Date of Completion

June 22, 1992

M. Kotowski & Associates
Chemical Identification Workshops
Santa Barbara, CA 805 • 968-4309

Certified HazCat Instructor

TORRANCE LOSS CONTROL CORPORATION

This Certifies That

EDWARD LONG

Has Successfully Completed a Course in

PERMIT REQUIRED CONFINED SPACES

&

EMERGENCY RESCUE

ACCREDITED MEMBER

CWPCA
ASSE
CHCM
WSO

TLC

DATE: MARCH 4, 1992

Fred Bonnet

FRED BONNET,CSE,CSM,CHCM
CHAIRMAN OF THE BOARD

ABAG ASSOCIATION OF BAY AREA GOVERNMENTS

CERTIFICATE OF COMPLETION

Edward Long

has successfully completed a training seminar on

Practical Chemistry and the "Dirty Dozen"

March 31, 1992
at HAZMACON '92
Long Beach, California

Awarded 0.65 CEU's by the
ABAG Training Center

Suzanne R. Larson, Training Director

Robert J. Campbell, Instructor

Certificate Of Achievement

This is to certify that on AUGUST 29, 1979

ED LONG

satisfactorily completed I T Corporation
"Emergency Response Team Training"
for Proper Handling of Hazardous Material Spills.

William S. King

President

CORPORATE OFFICE:
4115 N. MISSISSIPPI ST.
PORTLAND, OR 97217
PHONE: 503-282-6920

Edward A. Long

has completed the course

Shipyard Compentent Person/Entry Supervisor
OSHA1915.7 & OSHA 1910.146

conducted by

Marine & Environmental Testing, Inc.

Course Instructors

DATE: **September 9, 1995**

HOURS: **18 Hours**

LOCATION: **Long Beach, CA**

Keith Walsh and Associates, Inc.

Certificate of Completion

This Is To Certify That

EDWARD A. LONG

Has Completed 8 *Hours Of:*

DEPARTMENT OF LABOR 29CFR 1910.120 SUPERVISOR TRAINING

AUGUST 8, 1991
Date

CORONA, CALIFORNIA
Location

Keith Walsh
President

Office of Continuing Education
Illinois Institute of Technology

Certificate awarded to

EDWARD LONG

in recognition of successful completion of the seminar in

CERTIFIED HAZARDOUS MATERIALS MANAGER
SEPTEMBER 24, 25, & 26, 1991

1.8 Continuing Education Units (CEU'S)

Jeffery P. Perl, Ph.D., CHMM

Seminar Leader

Kathleen Lachowski

Director, IIT Office of Continuing Education

3M

Respirator Training

Respirator Training Instructor

COMPREHENSIVE TRAINING PROGRAM

EDWARD A. LONG

Has been trained on the proper protocol to be followed when fit testing 3M Brand respirators.

ITP-TC

© 3M 1994

HAZTEC SAFETY TRAINING SERVICES

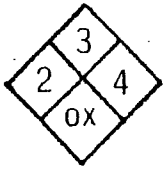
This Certifies that

EDWARD A. LONG

Has Successfully Completed a Twenty-Four Hour Course in

— HAZWOPER —

INCIDENT COMMANDER / ON—SCENE MANAGER



Date: JUNE 1,2,3, 1992

Fred Bonnet

Fred Bonnet,CSE,CSM

Certified Hazard Control Manager

© GOES 447

LITHO IN U S A

Hazardous Materials Training Subcommittee

Hazardous Materials Coordinating Committee

Los Angeles County Fire Department

This is to certify that

Ed Long

has completed

THE SEMS HAZMAT WORKSHOP

Tuesday, June 25, 1996

Deputy Fire Chief Jimmie Ryland
Chairperson, HMCC

Prem Notani-Sharma, DR.P.H.
HMTS, Chairperson

PACIFIC
ENVIRONMENTAL MANAGEMENT
CORPORATION

This is to Certify that

EDWARD A. LONG

HAS COMPLETED THE COURSE ENTITLED
"CLANDESTINE DRUG LAB SAFETY"

Given this 5th *day of* December, *19* 92

Jeff Lowe, Instructor

Edward A. Long, R.E.A.

© GOES 462-1/2

LITHO IN U.S.A.

Certificate of Attendance

awarded to

ED LONG

Has Completed the Course of

FIRST RESPONDER OPERATIONS LEVEL

DECEMBER 28, 1997

Ocean Blue Environmental Services Inc. 925 West Esther Street Long Beach, CA 90813

Stephen Harwell

Stephen Harwell

American Red Cross
We'll be there.

This recognizes that

Edward Long

has completed the requirements for

Preventing Disease Transmission

conducted by

Long Beach Red Cross Chapter

Date completed **07/07/2000**

The American Red Cross recognizes this certificate as valid for **n/a** year(s) from completion date.

LAW ENVIRONMENTAL, INC.

This is to certify that

Edward A. Long

has successfully completed the 40-hour course
"Health & Safety for Hazardous Waste Operations"
as required by OSHA 29CFR 1910.120 on

December 4, 1987

Jack Peng, Ph.D., C.I.H.

Jeff Gold

California Trucking Association

certifies that

Edward A. Long

has completed a seminar on

How To Set Up A Basic Fleet Safety Program
And
Compliance With OSHA Safety Program Regulations

August 21, 1990
Date

Thomas C. Schumacher
Thomas C. Schumacher
Executive Vice President

Certificate of Completion

Recognizing the completion of all requirements in

8 HOURS OF TRAINING RELATING TO: 29 CFR 1910.120, CONFINED SPACE ENTRY
LOCKOUT TAGOUT, HAZARDOUS MATERIAL IDENTIFICATION, CHEMICAL HAZARD COMMUNICATION

Be it known that:

EDWARD LONG
552-96-0052

is hereby awarded this certificate which attests to this achievement.

JANUARY 20, 1995

Date

SAFETY AND COMPLIANCE DIRECTOR

RICH LONG

Training Certificate

THIS IS TO CERTIFY THAT

Mr. Edward Long

Has successfully completed Environmental Safety Professionals, Inc.

8-Hour Hazardous Waste Operations
And
Emergency Response Refresher Training

Presented on the 4th day of December, 2004

Instructor
Mr. Walt Dauglash, I.H., CHMM, REA

BCC10-BL

©E-Z LEGAL FORMS®

Proposers Financial Statements are on file with the Contracting Services Section of Administrative Services Division

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2005

PRODUCER
Stephens & Long
6037 Geary Blvd.
San Francisco, CA 94121
415-221-2716

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813
562-624-4120

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Ins. Co.	
INSURER B: Steadfast Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO 5245888-01	08/03/05	08/03/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS 90	BAP 5245891-01	08/03/05	08/03/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	SEO 5245893-01	08/03/05	08/03/06	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B		OTHER Contractors Pollution Liab.	PEC 5245887-01	08/03/05	08/03/06	$1,000,000 Each Claim $1,000,000 All Claims	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See attached additional insured addendum.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
PO Box 1460
Alhambra, CA 91802

Attn: Ocie Ransfer

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Certificate Addendum

Certificate Holder, its political subdivision, agencies, entities, or organizations for which the L.A. County Board of Supervisors is the governing body, their agents, officers and employees are named as an additional insured as respects work performed on their behalf by the named insured under the general liability policy. This coverage is primary and non-contributory with any other insurance maintained by or in force for the county or the department.

SG

POLICYHOLDER COPY

STATE COMPENSATION INSURANCE FUND

P.O. BOX 807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2005

GROUP:
POLICY NUMBER: 1403322-2005
CERTIFICATE ID: 117
CERTIFICATE EXPIRES: 07-01-2006
07-01-2005/07-01-2006

COUNTY OF LOS ANGELES
DEPT OF PUBLIC WORKS
PO BOX 7508
ALHAMBRA CA 81802-7508

SG

JOB: 25 EMPLOYEES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

AUTHORIZED REPRESENTATIVE

Dianne C. Oki
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER	LEGAL NAME
OCEAN BLUE ENVIRONMENTAL SERVICES 925 W ESTHER ST LONG BEACH CA 90813	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

(REV.3-03)

PRINTED: 06/17/2005 P0410

THIS DOCUMENT HAS A BLUE PATTERNED BACKGROUND

SCIF 10265

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

ADDITIONAL INFORMATION

Attached are a few of the letters of recommendation that Ocean Blue Environmental Services, Inc. has received.

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Nov 9 , 200 5	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: As Needed Removal of Hazardous Materials

DECLARANT INFORMATION

3. NAME OF DECLARANT: Moonho C. Lee

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: Vice President /CFO

PROPOSER INFORMATION

6. Proposer's full legal name:	Ocean Blue Environmental SErvices, Inc.
7. Proposer's fictitious business name or dba (if any):	N/A
8. The Proposer's form of business entity is (CHECK ONLY ONE):	
☐ Sole proprietor	
☒ A corporation:	Corporation's principal place of business: 925 W. Esther St. Long Bch
	State of incorporation: California
	President/CEO: Scott P. Tracy / Maria Lee
	Secretary: Scott P. Tracy
☐ A general partnership:	Names of partners:
☐ A limited partnership:	Name of general partner:
☐ A joint venture of:	Names of joint venturers:
☐ A limited liability company:	Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Maria C Lee	Title CEO	Phone (562)624-4120	Fax (562)624-4127
Street 925 W. Esther St.	City Long Beach	State CA	Zip 90813
Name(s) Scott P. Tracy	Title President	Phone (562)624-4120	Fax (562)6244127
Street 925 West Esther St.	City Long Beach	State CA	Zip 90813
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

11. CHECK ONE:
☒ (1) I am making these representations on my personal knowledge;
OR
☐ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent:	Mh C Lee
Type name and title:	Moonho C. Lee Vice President/ CFO

FORM PW-2

SCHEDULE OF PRICES

FOR

AS-NEED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Rented equipment, laboratory fees, and dump fees will be paid on an actual cost basis plus a 10% processing/handling fee provided receipts are provided. These costs shall not be included in the Proposal price.

ITEM NO.	DESCRIPTION	RATE	UNIT	ESTIMATED ANNUAL UNIT	TOTAL
1.	LABOR RATES (Hourly rate is computed from the time Contractor leaves the yard to the time Contractor returns from Public Works facility or a project site.)				
a.	Project Manager or Supervisor	$ 65.00	/hr	X 250 hrs	$ 16,250
b.	Confined Space Laborer	$ 36.00	/hr	X 200 hrs	$ 7,200
c.	Technician/Equipment Operator	$ 36.00	/hr	X 800 hrs	$ 28,800
d.	Chemist	$ 30.00	/hr	X 50 hrs	$ 1,500
e.	Industrial Hygienist	$ 30.00	/hr	X 50 hrs	$ 1,500
				SUBTOTAL ITEM NO. 1	$ 55,250
2.	DAILY EQUIPMENT RATE				
a.	Steam Cleaning Machine	$ 40.00	/hr	X 100 hrs	$ 4,000
b.	Gear Truck	$ 35.00	/hr	X 300 hrs	$ 10,500
c.	Pickup Truck	$ 1.00	/hr	X 200 hrs	$ 200
d.	Crew Van	$ 1.00	/hr	X 100 hrs	$ 100
e.	20-ft. Stake Bed w/Lift Gate	$ 2.00	/hr	X 50 hrs	$ 100
f.	Four-Gas Air Monitor	$ 74.00	/day	X 25 days	$ 1,850
g.	SCBA	$ 50.00	/day	X 25 days	$ 1,250
h.	Tripod with Double Winches	$ 75.00	/day	X 25 days	$ 1,875
i.	5 to 10 Minutes Egress Bottle	$ 5.00	/day	X 25 days	$ 125
j.	Emergency Response Unit	$ 350.00	per spill	X 25 spills	$ 8,750
				SUBTOTAL ITEM NO. 2	$ 28,750
3.	VEHICLES/EQUIPMENT WITH OPERATOR				
a.	70 BBL Vacuum Truck with Operator	$ 55.00	/hr	X 200 hrs	$ 11,000
b.	120 BBL Vacuum Truck with Operator	$ 70.00	/hr	X 200 hrs	$ 14,000
				SUBTOTAL ITEM NO. 3	$ 25,000
				TOTAL PROPOSED ANNUAL PRICE (TOTAL OF ITEM NOS. 1-3)	$ 109,000

LEGAL NAME OF PROPOSER: Ocean Blue Environmental Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: Mah C. Lee		
TITLE OF AUTHORIZED PERSON: Vice President / C.F.O		
DATE: 11/9/05	STATE CONTRACTOR'S LICENSE NUMBER: 709140	LICENSE TYPE: General "A" w/Haz
PROPOSER'S ADDRESS: 925 W. Esther St. Long Beach, CA. 90813		
PHONE: (562) 624-4120	FAX: (562) 624-4127	MOONHOLEE@AOL.COM

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	Ocean Environmental Services, Inc.		
Company Address:	925 W. Esther St.		
City:	Long Beach,	State: Ca	Zip Code: 90813
Telephone Number:	(562) 624-4120		
(Type of Goods or Services):	As Needed Emergency Removal of Hazadous Material		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Moonho C. Lee	Vice President
Signature:	Date: 11/9/2005

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: **As-Needed Emergency Removal of Hazardous Material**

TRADE SECRET

SERVICE BY PROPOSER OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

PROPOSAL DATE: NOVEMBER 9, 2005

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	142	153	144	135	145	719	130
2. Total dollar amount of Contracts (in thousands of dollars)	5,569	8,500	6,601	6,947	5,716	33,333	5,429
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	0	2	0	3	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	32	6	6	0	44	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

MOONHO C. LEE
Name of Proposer or Authorized Agent (print)

Signature

11/09/05
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Moonho C. Lee

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Vice President and CFO

of Ocean Blue Environmental Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Moonho C. Lee Date 11/9/2005

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Ocean Blue Environmental Services, Inc.
Address	925 West Esther Street, Long Beach CA 90813
Internal Revenue Service Employer Identification Number	33-0625817

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☒	YES
		☐	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☒	YES
		☐	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☒	YES
		☐	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒	YES
		☐	NO

Authorized representative Moonho C. Lee	
Signature	Date 11/09/2005

INTENTIONALLY OMITTED

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Ocean Blue Environmental Services, Inc.

My County (WebVen) Vendor Number: 51258301

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 36

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	1
Hispanic/Latino	0	1	2	0	26	0
Asian or Pacific Islander	0	0	1	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	1	0	3	0	0	1

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	49 %
Women	0 %	51 %	0 %	0 %	0 %	0 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
County of Los Angeles	Yes	Yes	Yes	No	7/18/05

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Vice President/CFO	11/9/2005

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

Dennis A. Tafoya
Director

October 15, 2004

MOONHO C. LEE
OCEAN BLUE ENVIRONMENTAL SER.
925 W. ESTHER ST.
LONG BEACH, CA 90813

Vendor #: 51258301

Dear MOONHO C. LEE:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until June 30, 2006 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period 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 regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-0912 / FAX (213) 626-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA
Director

July 19, 2005

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East 1st Floor
Mail Unit: #24
Alhambra, CA 91803-8862

Ms. Maria C.Lee, CEO/Co-Owner
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

CBE Program I.D.#: 70087
Status: MBE/WBE

Dear Ms. Lee:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until July 18, 2007.

The County of Los Angeles Office of Affirmative Action reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes in ownership or control of the firm during this certification period, you are required to notify this office immediately.

You should also register your business with the County's Vendor Registration website (WebVen) at http://camisvr.co.la.ca.us/webven to participate in the County's online access to County open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have any questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

Ozie L. Smith
Senior Deputy Compliance Officer

DAT:OLS

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title Vice President & CFO
Firm Name Ocean Blue Environmental Services	Date Novembre 9, 2005

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer:

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Ocean Blue Environmental Services, Inc

Company Name

925 West Esther Street Long Beach 90813

Address

33-0625817

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(x)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

11/9/2005

Date

Moonho C. Lee CFO/VP

Name and Title (please type or print)

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

JANUARY 1, 2005 PUBLISHED RATES

1. HAZARDOUS WASTE-TRAINED PERSONNEL

CLASSIFICATION	HOURLY RATE STRAIGHT TIME	OVER-TIME	PREMIUM TIME
PROJECT MANAGER	110.00	142.00	142.00
HEALTH & SAFETY MANAGER	74.00	95.00	95.00
SUPERVISOR	84.00	100.00	100.00
CHEMIST / INDUSTRIAL HYGIENIST	79.00	100.00	100.00
LEAD TECHNICIAN	52.00	76.00	101.00
EQUIPMENT OPERATOR	48.00	69.00	92.00
TECHNICIAN	48.00	69.00	92.00

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
UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS	37.00
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	42.00
CREWCAB STAKEBED TRUCK W/ LIFTGATE	32.00
20' STAKEBED W/ LIFTGATE	35.00
GEAR TRUCK W/ LIFTGATE	35.00
EMERGENCY RESPONSE UNIT - LARGE	236.00
EMERGENCY RESPONSE UNIT - SMALL	158.00
CREW VAN	26.00
VACUUM TRAILER - 20 BBL	55.00
VACUUM TRUCK - 70 BBL*	90.00
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	89.00
VACUUM TRUCK - 120 BBL*	100.00
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	131.00
JETTER / VACTOR COMBO UNIT*	152.00
ROLL-OFF TRUCK*	89.00
ROLL-OFF TRUCK AND TRAILER*	100.00
DUMP TRUCK - 10 WHEEL*	89.00
END DUMP TRUCK - 24TON*	89.00
45' BOX VAN*	89.00

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

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Street
Long Beach, CA 90813

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

JANUARY 1, 2005 PUBLISHED RATES

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	131.00	DAILY
6-PACK BREATHING AIR BOTTLES	263.00	DAILY
5-MINUTE EGRESS AIR BOTTLE	37.00	DAILY
TRIPOD W/DOUBLE WINCHES	236.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	26.00	DAILY
COPPUS BLOWER	152.00	DAILY
4-GAS AIR MONITOR	289.00	DAILY
PID METER	420.00	DAILY
MERCURY VAPOR ANALYZER	525.00	DAILY
OVA MONITOR	368.00	DAILY
DRAGGER PUMP	32.00	DAILY
DRAGGER TUBES	16.00	EACH

4. TRAFFIC CONTROL

ARROW BOARD	194.00	DAILY
BARRICADES W/ REFLECTORS, EACH	32.00	DAILY
DELINEATOR/REFLECTIVE, EACH	2.00	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	16.00	DAILY
PERSONNEL SAFETY VEST / REFLECTIVE, EACH	3.00	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.00	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.00	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	26.00	HOURLY
CHEMICAL DIAPHRAGM PUMP	315.00	DAILY
DECONTAMINATION STATION	215.00	DAILY
DIAPHRAGM PUMP	226.00	DAILY
HYDROBLASTER	79.00	HOURLY
INTRISICALLY SAFE PUMP FOR FUEL TANKS	110.00	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	68.00	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	53.00	HOURLY
TRASH PUMP	210.00	DAILY

6. PORTABLE STORAGE UNITS

250 GALLON PORTABLE WATER TANK	16.00	DAILY
500-BBL OPEN TOP PORTABLE TANK**	37.00	DAILY
500-BBL FRAC TANK**	37.00	DAILY
10-YARD BIN, OPEN TOP	26.00	DAILY
10-YARD BIN, CLOSED TOP	26.00	DAILY
20-YARD BIN, OPEN TOP	26.00	DAILY
20-YARD BIN, CLOSED TOP	26.00	DAILY
40-YARD BIN, OPEN TOP	26.00	DAILY
40-YARD BIN, CLOSED TOP	32.00	DAILY
BIN LINERS	53.00	EACH

"**" DENOTES ADDITIONAL CHARGE FOR STORAGE TANK DELIVERY AND PICKUP

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7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	210.00	DAILY
22' BOOM RESPONSE TRAILER W/ BOATS/MOTORS/SUPPLIES	368.00	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	158.00	DAILY
BOOM 8"x12" (DEPLOYED)	2.00	PER FT/DAY
SPILL CONTROL BOAT - 14' W/25HP - OUTBOARD	47.00	HOURLY
12' PUNTS	26.00	HOURLY
GLOW STICKS FOR BOOM	6.00	EACH
EMERGENCY RESPONSE TRAILER	473.00	DAILY
PUNT TRAILER	210.00	DAILY
45' BOX VAN EQUIPMENT FOR EMERGENCY RESPONSE	1,260.00	DAILY
ROPE MOP SKIMMER	158.00	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	210.00	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	42.00	HOURLY
SKIMMER TRAILER	210.00	DAILY
ABSORBENT BOOM TRAILER	158.00	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	275.00	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	50.00	EACH
15 GALLON DOT DRUM, POLY	50.00	EACH
16 GALLON DOT DRUM, STEEL	50.00	EACH
20 GALLON DOT DRUM, STEEL	53.00	EACH
30 GALLON DOT DRUM, POLY	53.00	EACH
30 GALLON DOT DRUM, STEEL	53.00	EACH
5 GALLON DOT DRUM	19.00	EACH
55 GALLON DOT DRUM, POLY	63.00	EACH
55 GALLON DOT DRUM, STEEL	58.00	EACH
85 GALLON DRUM, OVERPAK, STEEL	184.00	EACH
95 GALLON DRUM, OVERPAK, POLY	205.00	EACH
BATTERIES, 6V	19.00	EACH
BATTERIES, AA	21.00	PER BOX
BATTERIES, AAA	21.00	PER BOX
BATTERIES, C	32.00	PER CASE
BATTERIES, D	32.00	PER CASE
BATTERIES, LITHIUM	21.00	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.00	PER GALLON
BLEACH	5.00	PER GALLON
CAUTION / BARRICADE TAPE	26.00	PER ROLL
CHLOR-D-TECT Q4000	19.00	EACH
CITRI-CLEAN, 55 GALLON	840.00	PER DRUM
DIESEL FUEL (EQUIPMENT)	3.00	PER GALLON
DRUM LABEL	1.00	EACH
DRUM LINER	3.00	EACH
DUCT TAPE	7.00	PER ROLL
EAR PLUGS 200/BOX	105.00	PER BOX
FACE SHIELD	13.00	EACH
HAND CLEANER	8.00	CAN

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HEPA VACUUM FILTER PROTECTORS	21.00	EACH
HEPA VACUUM REPLACEMENT BAGS	21.00	EACH
MANIFEST FORMS	2.00	EACH
OIL SORBENT POM POMS	58.00	PER BALE
PH PAPER	19.00	PER BOX
PLASTIC BAGS	75.00	PER BOX
PLASTIC SHEETING	75.00	PER ROLL
RAGS, 50 LB BOX	68.00	PER BOX
ROPE 1/2 POLY, 100' ROLL	32.00	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	37.00	PER ROLL
SAMPLE JARS - 1QT	13.00	EACH
SAND BAGS	4.00	EACH
SHRINK WRAP	30.00	ROLL
SIMPLE GREEN	13.00	PER GALLON
SODA ASH	7.00	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	420.00	PER BALE
SORBENT BOOM, 8"x10"	47.00	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	74.00	PER BALE
SUPERFINE, 25 LB BAG	17.50	PER BAG
TRIWALL BOXES	158.00	EACH
VERMICULITE	25.00	PER BAG

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	105.00	EACH
BOAT HOOKS 3'-9' TELESCOPING	8.00	DAILY
BROOMS HAZ-MAT	11.00	DAILY
CHAIN W/ BINDERS	13.00	DAILY
CHEST WADERS	63.00	DAILY
COM-A-LONG - 4000 LBS	7.00	DAILY
CONCRETE SAW	158.00	DAILY
CONCRETE SAW BLADE	53.00	EACH
CUTTING TORCH	152.00	DAILY
DEMO TOOLS	79.00	DAILY
DRUM SAMPLING ROD (GLASS)	8.00	EACH
DRUM VACUUM - 55 GALLON	121.00	DAILY
EXPLOSION-PROOF FLASH LIGHT	27.00	DAILY
EXTENSION LADDER	13.00	DAILY
EYEWASH STATION	32.00	DAILY
FORK LIFT	194.00	DAILY
GENERATOR, 1800 WATTS	74.00	DAILY
GENERATOR, 5500 WATTS	158.00	DAILY
HAND TOOLS	53.00	DAILY
HAZ-CAT KIT	21.00	PER TEST
HEDGE TRIMMERS	4.00	DAILY
HEPA VACUUM (DRY)	158.00	DAILY
HIP WADERS	53.00	DAILY
HUDSON SPRAYER	21.00	DAILY
LIFE JACKETS	16.00	DAILY
LIGHT STAND (1 BULB)	21.00	DAILY

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LIGHT STAND (2 BULBS)	37.00	DAILY
LIGHT TOWER (4 BULBS)	275.00	DAILY
MACHETES	5.00	DAILY
MEALS ON SPILLS	7.00	EACH
MERCURY VACUUM	525.00	DAILY
NON-SPARKING COLD CUTTER	158.00	DAILY
PER DIEM ALLOWANCE ON TRAVEL	110.00	DAILY
PICKS "MINERS"	3.00	DAILY
PLUG & DIKE, 1 LB CAN	26.00	EACH
POLY SIPHON (POGO) PUMP	20.00	EACH
PORTABLE RESTROOM	158.00	DAILY
PORTABLE TOILET W/ SINK, EYEWASH STATION	200.00	DAILY
PROFILING FEE (PER WASTE STREAM)	79.00	EACH
RADIATION MONITOR	263.00	DAILY
RADIO 2-WAY, INTRINSICALLY SAFE	42.00	DAILY
RAKES	5.00	DAILY
SAMPLE COOLER	16.00	DAILY
SAWZALL	84.00	DAILY
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')	42.00	DAILY
SCAFFOLDING - TOWERS (5' x 5' x 10')	82.00	DAILY
SHOVELS	5.00	DAILY
SHOVELS/HAZ-MAT	11.00	DAILY
SKIL SAW	37.00	DAILY
SQUEEGEES	7.00	DAILY
STEEL SPIKES, 36"	6.00	DAILY
VAPOR TIGHT DROP LIGHTS	158.00	DAILY
VENTILATION FAN	121.00	DAILY
WATER METER	263.00	DAILY
WATER TANK TRAILER W/ PUMP	315.00	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	473.00	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	158.00	PER SET
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

11. DISPOSAL FEES

EMPTY DRUM DISPOSAL	37.00	PER DRUM
TRANSPORTATION TO TSDF	47.00	PER DRUM
NON-RCRA SOLIDS (OILY DEBRIS)	131.00	PER DRUM