

AGREEMENT FORAS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

THIS AGREEMENT, made and entered into this 8 day of January 2005, 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., hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: The Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28th day of October 2004, hereby agrees to provide services as described in the attached specifications for As-Needed Non-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, Proposer Information Sheet; Exhibit F, List of Public Works Facilities; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: This Contract's initial term shall be for a period of one year commencing upon January 8, 2005. 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 Interim Director of Public Works, 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 Interim 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. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FOURTH: Contractor shall bill for the work performed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices. The Contractor will be paid for actual travel time from its headquarters to the first jobsite, between each jobsite, and from the last County Public Works jobsite visited to its headquarters, but will not be paid for preparation time before leaving their headquarters or for any time after arriving at their headquarters from the last County Public Works jobsite. No overtime will be paid on this Contract. All costs for labor, overhead, profit, etc., are to be absorbed in the Contractor's hourly rates and unit prices as quoted in Form PW-2, Schedule of Prices.

County will review each invoice submitted by the Contractor to determine whether the contract services performed, 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.

FIFTH: County will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. Copies of invoices for disposal and any laboratory fees shall be included. Invoices shall contain the following information: (1) location(s) where work was performed; (2) date(s) work was performed; (3) County Public Works Representative Name; (4) type(s) and quantity(ies) of hazardous/contaminated waste picked up by location; (5) total quantity of hazardous/contaminated waste picked up by location; (6) the hours expended and the basic cost for labor and equipment for pickup of hazardous waste by location, including time of leaving Contractor's headquarters to time returning; (7) copies of invoices for disposal and any laboratory fees; and (8) County-assigned Contract number.

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

One copy of each invoice (including the Contractor's disposal site and laboratory invoices) shall also be submitted to:

County of Los Angeles
Department of Public Works
Attention Mario Linan
Administrative Services Division
P.O. Box 1460
Alhambra, CA 91802-1460

The County shall not be billed for any work performed by an off-site project manager, including, but not limited to office work. The Contractor shall not bill the County for any equipment, tools, or safety equipment not used on the job, or for any employee uniforms. All of the above costs are to be absorbed in the Contractor's hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: 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.

SEVENTH: Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is 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.

EIGHTH: Contractor shall not perform or accept work requests from the Contract Manager 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.

NINTH: The rates of compensation set forth in Form PW-2, Schedule of Prices, shall be adjusted 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 Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustment will be granted.

TENTH: In the event that terms and conditions which may be listed in the Contractor's Proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

ELEVENTH: Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

TWELFTH: 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.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Interim 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 
Interim Director of Public Works

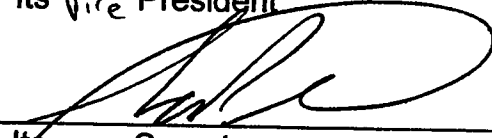
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

By 
Its Vice President

By 
Its Secretary

State of California
County of Los Angeles

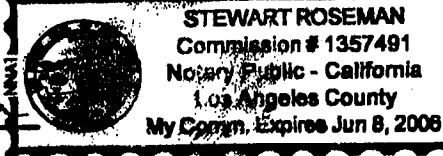
On 12/29/04 before me Stewart Roseman, Notary Public
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Scott P. Tracy + Monna C. Lee
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.

Stewart Roseman
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)
Secretary, AND
Vice President
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Ocean Blue Environmental
Services, Inc.

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 LACDPW Non-EIR contract

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

SCOPE OF WORK

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Mario Linan of Administrative Services Division, who may be contacted at (626) 458-7167, Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor shall be notified in writing when there is a change in the Contract Manager.

B. Work Location

County facilities and projects that Public Works is working on located within the County.

C. Work Experience

Contractor and Contractor's operation Supervisors/Managers shall have a minimum of five years of experience in performing non-hazardous/hazardous material removal services.

D. Work Description

Public Works, as part of its own operations, generates and takes possession of abandoned hazardous and contaminated non-hazardous wastes which require proper removal, transportation, and disposal. These materials are segregated and temporarily stored at various locations throughout the County. Normally, any needed laboratory tests can be obtained prior to pickup of the materials. Public Works wishes to execute an agreement with a qualified Contractor for the legal pickup, transportation and disposal of these types of materials. Contractor shall perform a "roundup" of materials at multiple sites every quarter. The materials shall be disposed of in a manner that complies with all Federal, State, County, and city laws and/or ordinances.

Many Public Works equipment shops and yards have a clarifier. Work will include cleaning these clarifiers periodically.

Additionally, work may consist of removing, transporting, and disposing of waste materials from various sites, facilities, or storm drains located in the County. The waste material may include and consist of contaminated soil. The removal of this waste material will be scheduled on an as-needed basis as requested by the Public Works Contract Manager. In addition, Contractor shall ensure that its employees are trained and equipped with all the required safety equipment

needed to work in confined space (storm drain) areas. Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (CalOSHA) and Public Works safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

Contractor shall pick up all hazardous waste stored at the various locations, as requested by Public Works after the start of this Contract. Thereafter, waste materials are to be picked up at least every 90 days and/or "more often" when notified by Public Works. Prior to the 90-day pickup, the Public Works Contract Manager will submit an inventory list of the waste material to determine the total cost to remove, transport, and dispose of the waste materials. The Contractor shall be required to dispose of the containers, as well as the waste materials. The Contractor is required to meet with the Public Works Contract Manager prior to the 90-day pickup at their own expense to schedule pickups. The Contractor shall be able to remove and transport contaminated soil.

Public Works also performs environmental investigations and remediations where petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water are generated. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled. Removal may also include the loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins. All of these materials are to be recycled, unless unique disposal situations preclude recycling. In addition to Public Works facilities and jobsites, this work may be performed at other County facilities and project jobsites.

The Contractor shall pickup all non-hazardous/hazardous soil and water at various locations as requested by Public Works. Pickups will be performed on an individual location basis or may be combined so that pickups are performed at numerous locations. Prior to pickup, the Public Works Contract Manager will provide the Contractor with an inventory list of materials, which will include the amount of materials to be removed and their containment method. In most cases, Public Works will provide analytical laboratory results performed by a California State certified laboratory.

The Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used. The selection of the recycling or disposal facility shall be approved by Public Works for each job. When applicable, copies of all relevant paperwork

such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weighmaster certificates, and facility acceptance certificates, are to be returned to the Public Works Contact Manager or his designated representative requesting the work.

E. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 6 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work after normal working hours. Work hours may be altered, when necessary, with the approval of the Director.

F. Laboratory Testing

For any hazardous materials or materials generated from environmental investigations or remediations, laboratory testing shall be performed by a qualified California State-licensed laboratory if it is mutually agreeable to both parties.

G. Disposal and Recycling Sites

Contractor is to provide Public Works Contract Manager with a list of all the disposal and/or recycling sites prior to pickup. Prior to the transport of any material outside of the County, the cost and disposal/recycling site(s) must be provided by the Contractor and approved by Public Works.

H. Utilities

The County will not provide utilities.

I. Equipment

The Contractor shall supply all equipment required for these services. Public Works will not be liable or responsible for any damage by whatever means, or for theft of material or equipment from the site.

J. Storage Facilities

The County will not provide storage facilities for the Contractor's equipment or supplies.

K. Removal of Debris

All debris derived from the hazardous and/or non-hazardous material removal services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

L. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable CalOSHA, Hazardous Waste Operations and Emergency Response Standard (Hazwoper), California Code of Regulations, and Public Works safety requirements while at Public Works' jobsites.

Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet CalOSHA and California Code of Regulations requirements are required.

M. Disputes

Any disputes between the County and Contractor regarding the performance of services reflected in this Contract shall be resolved by the Director.

Cancellation of this Contract may result should the following occur:

1. Contractor's charges consistently exceed quoted prices without reasonable cause.
2. Contractor's employee(s) is (are) discourteous, combative, or argumentative and issues continue unresolved.
3. Specified time frames quoted are consistently not met.
4. Projects are not completed as specified.
5. Contractor's employees display careless and substandard work.
6. Inaccurate invoices, billing, manifests, or related paperwork.
7. Contractor performs operations in an unsafe manner.

N. Responsibilities of the Contractor

The Contractor shall:

1. Pickup and dispose of any and all hazardous wastes or materials which may have accumulated at Public Works facilities throughout the County after award of this Contract on a quarterly basis and whenever requested by the Public Works Contract Manager.
2. Provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Public Works Contract Manager for the "as needed" pickups.

3. Contact the facility representative at least 24 hours prior to pickup to specify the exact date and an approximate time that the Contractor shall be at the facility for the pickup. For pickup of materials generated from environmental projects, Public Works will contact the facility's representative for pickup times and dates.
4. Provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials. If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of Public Works facilities and/or project jobsites to restore them to a condition acceptable to the Public Works Contract Manager at the Contractor's expense.
5. Repair any damage to Public Works facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc.
6. Provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required.
7. Utilize protective clothing and equipment as required by CalOSHA, Hazwoper, or other regulating agencies.
8. Provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials.
9. Pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Public Works facilities or project jobsites shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the most economical method of disposal. Recycling or reuse of the material shall be the preferred method of disposal whenever economically feasible.
10. Dispose or recycle the containers in which the hazardous wastes were stored. Most hazardous wastes will be stored in 55 gallon barrels or smaller containers, except in the case of the underground storm drains, where the Contractor has the option to use a 5,000 gallon vacuum truck. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out.
11. Provide all labor and necessary equipment to perform safe confined space entries and clean clarifiers periodically.

12. Provide at all times throughout this Contract, an operations Supervisor/Manager with a minimum of five years experience in the provision of the requested services.
13. Field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible.
14. Provide advice, assistance, and information regarding state agencies and their procedures when requested of by the Public Works Contract Manager.

O. Responsibilities of Public Works

Public Works will be responsible for:

1. Providing an estimate of the quantity and type of hazardous and/or contaminated non-hazardous materials or wastes to be removed every 90 days.
2. Providing an estimate of the quantity of non-hazardous or hazardous soil and/or water to be removed on an as-needed basis. Public Works will provide laboratory analytical data for this material when available.
3. Designating a Contract Manager to contact the Contractor for the as needed pickup.
4. Providing on-site inspection during and after completion of the work, and approving the Hazardous or Non-hazardous Waste Work Order and Manifest.

P. Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes that most likely will be picked up from Public Works facilities or projects:

1. Antifreeze/Coolant
2. Fuels/Lubricants
 - a. Diesel or Diesel and Water
 - b. Gasoline or Gasoline and Water
 - c. Diesel and Emulsion
 - d. Automatic Transmission Fluid
 - e. Grease Lubricant
 - f. Motor Oil
 - g. Electrical Insulating Oil

3. Paints
 - a. Water based Paint
 - b. Oil based Paint
4. Pesticides
 - a. Herbicides
 - b. Insecticides
5. Asbestos Waste Products
 - a. Asbestos and Water (Vehicle Brake Washings)
 - b. Asbestos Pipe Scrap
 - c. Pipe and Roof Shingles
 - d. Tile
 - e. Insulation
6. Asphalt Products
 - a. Asphalt Cement
 - b. Emulsion
 - c. Road oil
7. Thinners
 - a. Paint Thinner
 - b. Lacquer Thinner
8. Cleaning solvents for engine degreasing
9. Brake Fluid
10. Acid
11. Miscellaneous size waste batteries
12. Cathode Ray Tubes (CRT's)
13. Fluorescent Tubes
14. Thermometers containing Mercury
15. Contaminated containers and solids

Q. Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from Public Works facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethylbenzene, xylenes, methyl tertiary butyl ether, trichloroethylene, and tetrachloroethylene.
3. Metals including: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, fluoride, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.
4. Pesticides, herbicides, perchlorate, and polychlorinated biphenyls (PCBs).

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. 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 and other licenses listed on Exhibit E. Contractor shall provide proof and certify that all required licenses, permits, and training certifications are in full effect as necessary and/or upon request by Public Works. The field Chemist/Environmental Assessor item in Form PW-2, Schedule of Prices, requires either: 1) a 4-year college degree in Chemistry/Biochemistry and a minimum five years of related experience in the field of Hazard Material removal and transportation; 2) 40 Hours certification from an accredited school in the same field along with 10 years of experience; or 3) certification as a Registered Environmental Assessor (REA) and a minimum of five years of related experience.

P:\ASPUB\CONTRACT\NEW FORMS\EXHIBIT A-SCOPE OF WORK-REVA

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, 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 Flood Control District, 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, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

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. **Director to Interpret Contract**

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, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

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 any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished 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. 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.

I. 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.

J. Safety Requirements

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

K. 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.

L. 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.

M. Transportation

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

N. 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.

O. 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.

P. 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.

Q. 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:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - 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;

- The parties are not under any compulsion to contract;
 - 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;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - 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 from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. 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.

B. 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 Section 3.U, 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.

C. 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.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or

gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. 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.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, 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.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its 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.

E. 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 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 subcontract or formal assignment, as applicable. 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.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. 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 of 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).

H. 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, gender, or national origin, 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.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant 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.

K. Governing Laws

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

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

M. Notice of Delay

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. 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.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

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:
2. The Contractor shall develop all publicity material in a professional manner.
3. 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.
4. 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.

R. 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 fails to perform the work within the time specified herein or any extension thereof; or

- ii. 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 10 calendar 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 as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar 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 Section 3, Paragraph R.4, 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.

2. Default for Insolvency

The County may cancel 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. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. 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.

5. 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 Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

- a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.
- b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.
- c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. 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.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. 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.

V. 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.

W. 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 estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. 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.

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.

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. Compensation for County Costs

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 for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. 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. Environmental Impairment Liability insurance which ensures liability for environmental impairment including clean-up costs, and endorsed for "Sudden and Accidental" contamination or pollution unless such coverage is endorsed on the General Liability Policy. Such coverage shall be in the amount of not less than \$5,000,000 per occurrence, and in the aggregate.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. 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.

B. 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.

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

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. 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).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its 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.

G. 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.

SECTION 6

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 proposed 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 for a specified period of time not to exceed three years, 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 will 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 will 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 7

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 the lesser number is a recognized industry standard and is approved as such by the County. 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 8

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.

EXHIBIT E

PROPOSER INFORMATION SHEET

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

Name of Company: Ocean Blue Environmental Services, Inc.	
Contact Person: Moonho C. Lee	
Address: 925 W. Esther St.	
City: Long Beach	State: CA Zip 90813
Telephone Number: (562) 624-4120	FAX Number: (562) 624-4127
Email address: Moonholee@aol.com	
General Engineering License Class "A" with HAZ endorsement: 709140	
LA County Vendor Number: 51258301	
Contractor License Number: 709140	
State of California Hwy Patrol Hazardous Materials Transportation License Number: 311486	
Federal EPA License Number: CAD983608258	
State of California Hazardous Waste Material Hauling License Number: 3354	
Medical Hauler's License Number: 3354	Red Cross "Preventing Disease Trans." All technical employees took class.
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 municipalities.	

LIST OF PUBLIC WORKS FACILITIES

Public Works is providing a list of facilities and sites where hazardous wastes/clarifiers may be located/stored. Service at additional sites or locations may be required as the need arises. The following is Public Works current, non-exhaustive, list:

<u>Name</u>	<u>Address</u>	<u>City</u>
Central Yd West	1525 Alcazar St.	Los Angeles
Central Yd East	2275 Alcazar St.	Los Angeles
Hansen Yd	10179 Glenoaks Blvd.	Sun Valley
Pickens Yd	4628 Briggs St.	La Crescenta
Saticoy Yd	13346 Saticoy St.	North Hollywood
Santa Clara Yd	21014 Golden Triangle	Saugus
Longden Yd	160 East Longden Ave.	Irwindale
Eaton Yd	2986 New York Dr.	Pasadena
Imperial Yd	5525 E Imperial Hwy.	South Gate
83rd Street Yd	5520 W 83rd St.	Los Angeles
South Yd	1129 E 59th St.	Los Angeles
Avalon P.P.	20101 Galway St.	Carson
Belmont, Proj 501	222 Claremont Ave.	Long Beach
Dominguez Gap P.P.	500 W Del Amo Blvd.	Lakewood
Hamilton Bowl P.P.	1910 Gaviota St.	Long Beach
Seaside P.P.	600 S Golden Shores	Long Beach
Project 451	1436 W 9th St.	Long Beach
Cerritos Yd	12015 Shoemaker Ave.	Santa Fe Springs
Athens Yd	10246 S Normandie Ave.	Los Angeles

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
Athens Subyard	5016 W 133rd St.	Hawthorne
Athens Subyard	1523 W 107th St.	Los Angeles
Malibu WW Yd	23533 Civic Center Way	Malibu
East Yd	2849 S Myrtle Ave.	Irwindale
Lancaster Yd	419 W Avenue J	Lancaster
North Yd	45712 Division St.	Lancaster
Maintenance Dist 1	14747 E Ramona Blvd.	Baldwin Park
Road Div 514	3916 Dunsmore Ave.	La Crescenta
Road Div 518	161 N Valencia St .	Glendora
Road Div 518	118 Pony Express Ct.	San Dimas
Road Div 119/519	5213 N Encinita Ave.	Temple City
Road Div 116/416	14959 E Proctor Ave.	La Puente
Road Div 117/417/517	19865 E Walnut Dr.	Walnut
Altadena Shop	252 W Mountain View	Altadena
Maintenance Dist 3	5530 W 83rd St.	Los Angeles
Road Div 232	4055 W Marine Ave.	Lawndale
Road Div 432	24309 Walnut St.	Lomita
Road Div 233/433	5530 W 83rd St.	Los Angeles
Road Div 336	3637 Winter Cyn Rd.	Malibu
Road Div 339/539	29773 W Mulholland Hwy.	Agoura
Maintenance Dist 4	11282 S Garfield Ave.	Downey
Road Div 141/241	2120 E 90th St.	Los Angeles

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
Aloe P.P.	2020 Zoe Ave.	Huntington Park
Bartolo Drain P.P.	N. side of Slauson Ave./ Rio Hondo Channel	Pico Rivera
Boone-Olive P.P.	Behind 579 Washington St.	Marina Del Rey
Century Freeway P.P.	N. of Century Fwy & E. of LA River	Paramount
Cerritos P.P.	1100 Deforest Ave.	Long Beach
Claretta Drain P.P.	W/bank of Coyote Creek south of 226th St.	Long Beach
Big Dalton Dam & Reservoir	2600 Big Dalton Cyn Rd.	Glendora
Cogswell Dam & Reservoir	West Fork Rd, San Gabriel Cyn.	Monrovia
Compton Creek P.P.	19115 S. Reyes Ave.	Dominquez
Cordova Walk P.P.	141 Rio Alto Canal	Long Beach
Road Div 146/446	9521 E Beverly Blvd.	Pico Rivera
Road Div 446A	13671 Telegraph Rd.	Whittier
Road Div 142	4304 Eugene St.	Los Angeles
Road Div 145/445	12641 S Paramount Blvd.	Downey
Maintenance Dist 5	38126 N Sierra Hwy.	Palmdale
Road Div 551	4859 W Avenue L-12	Quartz Hill
Road Div 553	17931 Sierra Hwy.	Canyon Country
Road Div 557A	27500 Angeles Forest Hwy.	Palmdale
Road Div 555	17341 E Avenue J	Lancaster
Road Div 556	27624 Parker Road	Castaic
Road Div 557	38126 Sierra Hwy.	Palmdale

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
Road Div 558	8505 E Avenue T	Little Rock
Road Div 559	35100 San Francisquito Cyn.	Saugus
Road Div 559A	Mount Wilson Road	Mount Wilson
San Gabriel Dam	9700 N. San Gabriel Cyn. Rd.	Azusa
Central Yard Whse	1537 Alcazar	Los Angeles
17th Street P.P.	LA River south of PCH	Long Beach
Alamitos Bay P.P.	5425 Ocean Blvd.	Long Beach
Alondra Boulevard P.P.	Alondra Blvd. @ UPRR	Paramount
Appian Way P.P.	5871 Appian Way	Long Beach
Arena P.P.	199 E. El Segundo Blvd.	El Segundo
Doris P.P.	Intersection of Doris & Sharynne	Torrance
East Toledo P.P.	5799 E Toledo St.	Long Beach
El Dorado P.P.	7200 Spring St.	Long Beach
El Segundo P.P.	231 Center St.	El Segundo
Electric Ave P.P.	314 Brooks Ave.	Venice
Garnet Avenue P.P.	4229 Garnet Ave.	Cypress
Alhambra HQ	900 S. Fremont Ave.	Alhambra
Hamilton Bowl West P.P.	1912 Walnut Ave.	Long Beach
Hill Street PP950	W. Hill St.	Long Beach
Ivy Street P.P.	232 E. Whittier Blvd.	Montebello
Johnson Street P.P.	817 N. Meadows St.	Manhattan Beach
Lakewood P.P.	At end of Chambers Court	Lakewood

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
Los Altos P.P.	6560 Anaheim Rd.	Long Beach
Lynwood P.P.	Located under 105 Freeway just West of LA River	Lynwood
Manhattan Beach P.P.	1611 Manhattan Beach Blvd.	Manhattan Beach
Market Street P.P.	Located on Market Street at LA River on East side	Long Beach
Naples P.P.	5104 E. Second St.	Long Beach
Oxford P.P.	433 Admiralty Way	Los Angeles
Paramount P.P.	6301 72nd St.	Long Beach
Poplink P.P.	670 Rea Drive	Montebello
Rose Avenue P.P.	298 1/2 Ocean Front Walk	Venice
Walteria Lake P.P.	23500 Hawthorne Ave.	Torrance
West Long Beach P.P.	1450 W. 9th St.	Long Beach
West Neapolitan P.P.	11 Neapolitan Lane	Long Beach
West Toledo P.P.	5601 W. Toledo St.	Long Beach
Wilmington P.P. (Unit 2)	675 Pacific Coast Hwy.	Los Angeles
Wilmington P.P. (Unit 3)	City of Carson	Carson
Baldwin Park Yd	14514 Central Ave.	Baldwin Park
W. Hollywood Yd	8752 El Tovar Place	West Hollywood
Alamitos Yd	881 Iroquois Ave.	Long Beach
Rio Hondo	Montebello	Montebello
Malibu Mesa Treatment Plant	3863 Malibu Country Dr.	Malibu
Malibu Treatment Plant	3620 Vista Pacifica	Malibu

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
Trancas Treatment Plant	6338 Paseo Canyon Dr.	Malibu
Trail K Pump Station	43666 Trail K	Lake Hughes
Lancaster (New)	260 E K-8	Lancaster
Topanga Yard	3800 S. Topanga	Topanga
Compton Airport	901 W. Alondra Blvd.	Compton
Whiteman Airport	12653 Osborne St.	Pacoima
El Monte Airport	4233 Santa Anita Ave.	El Monte
Brackett Field	1615 McKinley Ave.	La Verne
Fox Airfield	4555 W. Avenue G	Lancaster
Morris Dam & Reservoir	San Gabriel Canyon	Azusa
Kagel Canyon Tank Retrofits	Sited at 34.3 degrees North, 118 degrees West	Sylmar
Kagel Canyon Tank Retrofits	Dexter Park, 11053 North Trail	Sylmar
Dominguez Gap Barrier Part 2B	Dominquez Channel	Carson
RD 518A	5150 Mount Baldy Road	Claremont
RD 518B	Glendora Mountain Road	Glendora
RD 555A	45122 70th Street East	Lancaster
RD 558A	22201 Big Pines Hwy.	Wrightwood
Walnut Creek Inlet Channel	Amar Road and Francisquito	Baldwin Park
Devil's Gate Dam & Reservoir	1065 La Canada-Verdugo Rd.	Pasadena
Irwindale Basin Spreading Headworks	4600 Irwindale Ave.	Irwindale
Puddingstone Dam & Reservoir	1000 Block San Dimas Ave.	San Dimas

List of Public Works Facilities-Exhibit F

<u>Name</u>	<u>Address</u>	<u>City</u>
San Dimas Dam & Reservoir	3331 San Dimas Canyon Rd.	La Verne
Santa Anita Dam & Reservoir	2230 N. Santa Anita Ave.	Monrovia
Santa Clarita Yard	21190 Centre Pointe Pkwy.	Santa Clarita
Fountain Springs Pump Station	21418 Fountain Springs Rd.	Diamond Bar
La Mirada Pump Station	16107 E. Alicante Rd.	La Mirada
Lake Hughes Treatment Plant	17201 Elizabeth Lake Rd.	Lake Hughes
Valencia/Commerce Centre Pump Station	28550 Commerce Centre Dr.	Valencia
Lancaster J8/Division Storage Are	43205 N. Division St.	Lancaster

Used Oil Recycling Centers

<u>Name</u>	<u>Address</u>	<u>City</u>
83rd St Yd	5520 W 83rd St.	Los Angeles
Altadena Shop	252 W. Mountain View	Altadena
Maintenance Dist 1	14747 E Ramona Blvd.	Baldwin Park
Central Yd	12015 Shoemaker Ave.	Santa Fe Springs
Hansen Yd	10179 Glenoaks Blvd.	Sun Valley
Maintenance District 4	11282 S. Garfield Ave.	Downey
Malibu Yd	23533 W Civic Center Way	Malibu
Marina del Rey	13483 Fiji Way	Marina del Rey
Maintenance District 5	38126 N. Sierra Hwy.	Palmdale
Road Division 553	17931 Sierra Hwy.	Canyon Country



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 Non-Emergency Removal of
Hazardous Materials”**

Los Angeles County Department of Public Works
Lobby Cashier
900 South Fremont Avenue
Alhambra, CA 91803-1331

Prepared By:

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

October 28, 2004



925 West Esther Street
Long Beach, CA 90813

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

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925 West Esther Street
Long Beach, CA 90813

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Fx: (562) 624-4127

October 28, 2004

Mr. Mario Linan, Contracts Manager
Administrative Services Division
Los Angeles County Department Of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

RE: As-Needed Non-Emergency Removal of Hazardous Material

Dear Mr. Linan:

Enclosed is Ocean Blue Environmental Services, Inc.'s (Ocean Blue) proposal in response to Los Angeles County Department of Public Works' "Request for Proposals for As-Needed Non-Emergency Removal Of Hazardous Material" including Addendum 1 issued 10/20/04.

As the current contractor on this contract, Ocean Blue has shown not only to meet the minimum requirements, but also consistently meet the Department's full expectations. Ocean Blue strongly urges the Department's proposal committee to contact Paul Goldman and Gerald Goodman of Los Angeles County Department of Public Works, as well as others from the reference list, to discuss the quality of our service.

The following individuals are authorized to make representations for Ocean Blue. They can all usually be reached at our main facility: 925 W. Esther St., Long Beach, CA 90813. Please feel free to call them at (562) 624-4120.

Name	Title	Cellular Phone	Home Number
Moonho Lee	Vice Pres. & CFO	(562) 755-2297	(310) 540-8532
Maria Lee	CEO/Chair	(562) 755-4699	(310) 540-8532
Scott Tracy	Pres./Gen. Manager	(310) 629-6246	(562) 621-1609

Sincerely,

Moonho C. Lee
Vice President & Chief Financial Officer



925 West Esther Street
Long Beach, CA 90813

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

BACKGROUND

Ocean Blue Environmental Services, Inc. is very grateful for the relationship we have developed with the Los Angeles County Department of Public Works (LACDPW) over the past nine years. Ocean Blue is a full service environmental management company specializing in meeting the hazardous waste management requirements of government entities, as seen on this list of our current municipal contracts:

- **Los Angeles County Department of Public Works** - As-Needed Non-Emergency Removal Of Hazardous Material (Hazardous Waste Management) (single source) – since 1995
- **Los Angeles County Department of Public Works** - As-Needed Emergency Removal Of Hazardous Material (Emergency Spill Response) – since 1996
- **Los Angeles Harbor Department** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services (single source) – since 1998
- **CalTrans** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 1995
- **City of Carson** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services (single source) – since 1998
- **City of Garden Grove** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services (single source) – since 1999
- **City of Signal Hill** – Hazardous Waste Management and Emergency Spill Response (single source) – since 1997
- **City of Glendale** – Hazardous Waste Management – since 2001
- **City of Westminster** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 2003
- **City of Signal Hill** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 1997
- **City of West Hollywood** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 1999
- **City of Anaheim** – Emergency Spill Response – since 2004
- **San Diego International Airport** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 2003
- **Port of San Diego** – Hazardous Waste Management, Emergency Spill Response and Site Remediation Services – since 1999
- **United States Coast Guard** – Basic Order Agreement – since 1997



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WORK EXPERIENCE TO MEET MINIMUM REQUIREMENTS

Ocean Blue Environmental Services, Inc. (Ocean Blue) is a full-service environmental company that has performed non-hazardous and hazardous material removal services for over ten years. Ocean Blue's wide range of services include: assessing, identifying, characterizing, manifesting, lab packing and over-packing hazardous materials; removing bulk and drummed waste whether in solid or liquid form; soil remediation; transportation, recycling and disposal of wastes; confined space entry and emergency response.

During the past nine years, Ocean Blue has been honored to demonstrate the ability to perform all the work described in the Scope of Work (RFP Exhibit "A") by being the single-source provider for Los Angeles County Department of Public Works on this very contract "As-Needed Non-Emergency Removal Of Hazardous Material." The following is a list of jobs we have performed for Los Angeles County Department of Public Works over the years. Please see the flowcharts and work plans (under Tab #6) for details.

1. 90-Day Hazardous Waste Pick-Up (Quarterly Round-Up)
2. Clarifier Cleaning
3. Environmental Investigations and Remediation
4. Storm Drain Decontamination
5. Emulsion Tank Cleaning
6. Emulsion Tank Removal: Lead, Asbestos & Creosote Abatement
7. Marina Del Rey Waste Management
8. Abandoned Waste Pick-Up at County Yards
9. Abandoned Waste Pick-Up on County Roads or Property
10. E-waste (Televisions and Computer Monitors) Recycling
11. Homeless Camp Cleaning
12. Asbestos Pipe Removal
13. Lead Contaminated Highway Guardrails Disposal
14. Septic Tank Pumping
15. Storm Septor Cleaning



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RESUME OF THE FIRM



925 West Esther Street
Long Beach, CA 90813

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

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Ocean Blue Environmental Services, Inc. (OCEAN BLUE) has provided the following services to hundreds of clients – please see the attached Client List for a current sample.

Waste Management

OCEAN BLUE's waste management program provides our clients with the peace of mind that highly trained and experienced professionals are handling their generated waste. This program provides:

- 90-day self-generated waste management
- Waste identification and segregation
- Sampling and analysis
- Waste consolidation
- Labpacking services
- Waste tire removal
- Waste minimization programs
- Computerized manifesting and waste tracking
- Transportation
- Disposal/recycling options

OCEAN BLUE's waste management programs are tailored to the specific needs and requirements of the customer.

Emergency Response / Abandoned Waste / Blood-borne Pathogen Incidents

OCEAN BLUE holds emergency response service contracts with a large variety of clients. The following is a list of government clients that we have performed these services for:

- City of Anaheim
- City of Signal Hill
- City of Garden Grove
- City of Westminster
- City of Carson
- City of Bell Gardens
- City of El Segundo
- City of Palmdale
- City of Lynwood
- Irvine Ranch Water District
- Los Angeles County Department of Public Works
- County of Los Angeles Sanitation Districts
- CalTrans
- Port of Los Angeles
- Port of San Diego
- San Diego International Airport

On an average day, OCEAN BLUE performs three emergency responses, making OCEAN BLUE one of the most experienced and well-equipped emergency responders in Southern California. Our personnel have experience responding to spills on both land and water. Through the utilization of the most modern emergency response equipment and highly trained personnel, OCEAN BLUE can respond quickly and professionally to a wide variety of emergency and non-emergency spill situations. OCEAN BLUE has personnel and equipment on stand-by to identify, package and transport abandoned waste.

Remediation

OCEAN BLUE has extensive experience in the direct implementation of various remediation programs and regularly provides the following methods of remediation:

- Dig and haul
- Internal combustion units
- Thermal oxidizing units

We use both traditional remediation methods and innovative techniques to remove various contaminants - including petroleum hydrocarbons, heavy metals, polychlorinated biphenyls, chlorinated solvents, non-chlorinated solvents and mercury.

Transportation

OCEAN BLUE owns and operates its own fleet of transportation vehicles. Our professional drivers are highly qualified and experienced in the waste transportation industry. In addition, our vehicles comprise one of the most modern and well-maintained transportation fleets in the environmental business. OCEAN BLUE's fleet includes the following vehicle types:

- Emergency Response Units
- Vacuum Trucks
- Vactor / Jetter Trucks
- Box Vans
- Roll-off Trucks
- Flatbeds
- Stake-bed Trucks
- Utility Trucks

OCEAN BLUE is licensed, permitted and insured to transport the following waste:

- Solid and liquid hazardous waste
- Medical and biological waste
- Waste tires

Confined Space

With years of field experience and the most current safety equipment available, OCEAN BLUE provides clients with a safe, cost-effective, confined space program. The National Institute for Occupational Safety and Health (NIOSH) estimates that millions of private industry workers may be exposed to various hazards while working in confined spaces. Confined space entries may possess one or all of the "big three" confined space hazards - oxygen deficiency, toxic materials, and fire/explosion conditions; in fact, most injuries occur

during rescue. OCEAN BLUE has established a safety program in accordance to 29 CFR 1926.21, 29 CFR 1910.146 and NIOSH 80-106 for identifying and evaluating confined spaces to determine acceptable entry conditions. All field personnel provided by OCEAN BLUE are fully trained for work in confined space and in atmospheres immediately dangerous to life and health.

Decontamination

Decontamination involves the orderly controlled removal of contaminants. OCEAN BLUE uses the appropriate processes and technologies required to successfully accomplish the decontamination needs of our clients. We have successfully decontaminated plating process lines, air scrubber systems, equipment, hazardous waste storage facilities and entire manufacturing plants contaminated with mercury, PCBs, lead, pesticides and hazardous chemicals.

Demolition

OCEAN BLUE provides full demolition and decommissioning services. OCEAN BLUE's decommissioning process involves the complete removal of all building structures and equipment. All on-site hazardous substances are properly packaged and efficiently managed in full compliance with applicable regulations. Our abatement professionals are experienced with the identification, decontamination and removal of all types of environmentally sensitive substances, and will develop a recycling plan for building materials to be disposed.

Industrial Cleaning

Industrial cleaning involves the routine maintenance of equipment and facilities that a client often finds itself inadequately staffed or equipped to perform. These projects typically arise on an annual or biannual basis and require personnel accustomed to working in personal protective equipment, due to the unusual conditions generally found in these types of projects. OCEAN BLUE offers its clients a qualified, experienced workforce equipped with top of the line equipment necessary to perform:

- Tank cleaning
- Underground vault cleaning
- Sump and clarifier cleaning

Disposal

OCEAN BLUE is a full hazardous waste management service company. Our service is our main concern, and our profits are derived from providing excellent service to our clients, not from disposal fees. OCEAN BLUE is not owned by, nor owns a TSDF, and does not have an agreement with any TSDF to exclusively deliver waste to a specific site. Since we are not limited to any specific TSDF, we can help our clients choose the disposal or recycling facilities that best fit their needs. In choosing an appropriate TSDF, OCEAN BLUE considers the following:

- Client's disposal requirements
- Disposal facility compliance and financial stability
- Disposal methods offered
- Pricing
- Facility inspection and audit results

OCEAN BLUE recommends the following disposal hierarchy in order of preference:

- Recycling
- Treatment
- Incineration
- Landfill

Underground Storage Tanks

OCEAN BLUE offers a turnkey underground storage tank (UST) program. This program includes:

- Tank removal permitting
- Site investigation to determine tank and associated piping location
- Removal and cleaning of tanks
- Tank disposal
- Remediation of contaminated soil in the case of leaking tanks
- UST site closure report

Labpack Services

OCEAN BLUE is arguably one of the largest drum labpacking companies in Southern California. We labpack / loose pack approximately 200 drums a week. Our Field Chemists are extensively trained in identifying, segregating and classifying all types of hazardous wastes. OCEAN BLUE has the capability to handle any size labpack project. All drums are accurately inventoried and drum inventory sheets will be available for inspection by representatives of the generator at any time. All drum labeling, marking and manifesting are done in full compliance with current EPA, DOT and State regulations.

PCB Services

Safe management of Polychlorinated Biphenyls (PCBs) can be complex and time-consuming. In an atmosphere where one error can result in severe penalties and/or future liabilities, it's comforting to know that a skilled, well-trained company is at your call to simplify the process and help to ensure that your PCBs are managed properly. OCEAN BLUE offers customers full PCB waste management. Our personnel are trained in the proper handling, labeling and manifesting of PCB waste, which also includes:

- Transformer draining and removal
- Spill site cleanup
- Transportation
- Disposal

Storm Drain Services

OCEAN BLUE offers the following storm drain services:

- Video inspections
- Manual steam cleaning
- Guzzler / Jetter cleaning
- MPDES storm water run-off management support



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RESUMES OF PRINCIPALS



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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 aspects of running the company: finance, accounting, sales, operations, human relations, long range planning, contracts administration, bids and proposals. In charge of maintaining a high quality staff. As the Chairperson of the Board, responsible to the stockholders for the effective and efficient allocation of their investments and investigate and take corrective action against any unfavorable variances against the company plan. Responsible for obtaining and maintaining superior financial performance of the company.

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

Responsible for billing, accounts payable, and accounts receivable, collection and financial reporting. Provided administrative, financial and accounting support.

Administrator, TRW, Inc. (1983 - 1989)

As administrator, provided financial analysis and business management support to a 1,000+ employee organization. Managed allocation of the organization's resources (manpower, capital, indirect expenses, R&D, etc.). As project control administrator, provided business management support to large engineering design projects. Responsible for scheduling, managing budgets and preparing change notice proposals.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Confined Space Entry Training
Preventing Disease Transmission Class (Red Cross)
Basic Life Support Courses
Medic First Aid
CPR Training



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SCOTT P. TRACY

Project Manager / President / General Manager, Ocean Blue Environmental Services (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. Maintains contracts with several shipping companies at the Los Angeles and Long Beach ports. Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors on-site remediation, waste management, decontamination, emergency response and demolition projects.

Project Manager, Advanced Cleanup Technologies, Inc. (1992-1994) Coordinated and supervised emergency response activities and agencies.

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

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Confined Space Entry Qualified Person Course
Certified HazMat Incident Commander
Trauma Scene Waste Practitioner
First Response Training
Supervisor Training
Field Chemistry Courses
Medic First Aid and CPR Training
Basic Life Support Courses



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RESUMES OF MANAGING EMPLOYEES



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MARIA C. LEE

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

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*Project Manager / President / General Manager, Ocean Blue Environmental Services
(1994 - present)*

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

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

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

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MOONHO C. LEE

Supervisor / Vice President / CFO, Ocean Blue Environmental Services (1994 - present)

Supervises 90-day Round-ups for Los Angeles County Department of Public Works. Manages logistics on large spills. Coordinates response activities with agencies, customers, subcontractors and vendors. Coordinates and supervises oil spill emergency team and waste management team. As Vice President and Chief Financial Officer, responsible for administration, contracts, accounting and financial management.

Project Manager & CFO, Advanced Cleanup Technologies (1992-1994)

Coordinated resources for spills. Responsible for finance, accounting and contracts.

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 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

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Preventing Disease Transmission Class (Red Cross)
Medic First Aid and CPR Training and Basic Life Support Courses
Supervisor Training
Confined Space Entry Qualified Person



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RESUMES OF ON-SITE SUPERVISORS



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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; U.S. Coast Guard, Environmental Protection Agency, 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.

Hazardous Material Officer: 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.



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EDWARD A. LONG, R.E.A.

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

Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors on-site remediation, waste management, decontamination, emergency response and demolition projects. Specialized in identifying (using haz-cat procedures) unknown chemicals and chemical packaging services. 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
HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Supervisor Training
First Response Training
Confined Space Entry Qualified Person



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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 decontamination, demolition, industrial cleaning, site remediation, emergency response, waste management and transportation projects. Additionally, 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

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



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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
Preventing Disease Transmission Class (Red Cross)
Field Chemist Training
Hazardous Materials Transportation Skills Training
Driver Function Specific Training
Excavation Training
24-Hour Hazardous Material Technician Training
Mold Inspection, Testing and Abatement Training
Controlled Substance and Alcohol Testing Training for Supervisors



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DONALD K. OSTRAND

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

Operations Manager for Ocean Blue's San Diego branch. Generates, supervises and maintains business contacts. Clients include the Port and Airport of San Diego. 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

HAZWOPER 40-Hour Course
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First Response Training
Supervisor Training
Confined Space Entry Qualified Person Course
Preventing Disease Transmission Class (Red Cross)
Medic First Aid and CPR Training
Basic Life Support Courses



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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



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MOONHO C. LEE

Supervisor / Vice President / CFO, Ocean Blue Environmental Services (1994 - present)

Supervises 90-day Round-ups for Los Angeles County Department of Public Works. Manages logistics on large spills. Coordinates response activities with agencies, customers, subcontractors and vendors. Coordinates and supervises oil spill emergency team and waste management team. As Vice President and Chief Financial Officer, responsible for administration, contracts, accounting and financial management.

Project Manager & CFO, Advanced Cleanup Technologies (1992-1994)

Coordinated resources for spills. Responsible for finance, accounting and contracts.

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 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)

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University of California, San Diego; Bachelor's Degree, 1982
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CERTIFICATION OF EQUIPMENT MAINTENANCE

Ocean Blue Environmental Services hereby certifies that its equipment is in good efficient working order and shall be maintained during the term of the awarded agreement.

Certified by:

A handwritten signature in black ink, appearing to read "Moonho C. Lee", written over a horizontal line.

Moonho C. Lee, CFO

STATEMENT OF EQUIPMENT

TYPE OF EQUIPMENT	MANUFACTURER	MODEL / QTY	YEAR	O.B. #
4 X 4 UTILITY TRUCK	FORD	F350	2000	101
4 X 4 UTILITY TRUCK	DODGE	2500	2003	104
4 X 4 UTILITY TRUCK	FORD	F350 SUPER DUTY	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	107A
4 X 4 UTILITY TRUCK	DODGE	3500	2003	109
4 X 4 UTILITY TRUCK	DODGE	3500	1999	109A
4 X 4 UTILITY TRUCK	DODGE	3500	2000	110
SUPER DUTY 12' STAKEBED W/ LIFTGATE	FORD	F-SUPER DUTY	2003	201
SUPER DUTY 12' STAKEBED W/ LIFTGATE	FORD	F-SUPER DUTY	1992	202
CUBE VAN W/ LIFTGATE	FORD	F550	2002	203
SUPER DUTY 14' STAKEBED W/ LIFTGATE	FORD	F550	1999	204
SUPER DUTY 14' STAKEBED W/ LIFTGATE	FORD	F550 4-DOOR	1999	205
SUPER DUTY 14' STAKEBED W/ LIFTGATE	FORD	F550	1999	206
VACUUM TRUCK BOBTAIL	PETERBILT	70 BBL	1990	301
JETTER / GUZZLER COMBO UNIT	FORD / VACTOR	L8000 / 810E-GAS	1988	JV1
24' BOX VAN	PETERBILT	377	1989	402
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	377	1990	501
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	379	2000	502
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	377	1991	503

STATEMENT OF EQUIPMENT

TYPE OF EQUIPMENT	MANUFACTURER	MODEL / QTY	YEAR	O.B. #
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	377	1991	504
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	377	1989	505
VACUUM TRUCK / ROLL/OFF POWER UNIT	PETERBILT	377	1989	506
ROLL-OFF TRUCK BOBTAIL	PETERBILT	377	1989	601
ROLL/OFF TRAILER "ROCKET LAUNCHER"	AMERICAN CARRIER		2003	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		1993	ER 2
EMERGENCY RESPONSE TRUCK	ISUZU	N P R	1997	ER 3
EMERGENCY RESPONSE TRUCK	FORD	F550	1999	ER 4
EMERGENCY RESPONSE TRUCK	FORD	F550	2003	ER 5

STATEMENT OF EQUIPMENT

TYPE OF EQUIPMENT	MANUFACTURER	MODEL / QTY	YEAR	O.B. #
STEAM MACHINE, 22 GPM	ADVANCE PRESSURE SYSTEM	1000 PSI	1995	ST1
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	3500 PSI	1996	PW1
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	5305A	1996	PW2
PRESSURE WASHER WITH TANK	SANDY EQUIPMENT	5305A	1997	PW3
AIR COMPRESSOR	INGERSOLL-RAND	P185WJD	1998	AC1
AIR COMPRESSOR	SULLAIR	185DP0PE2	2000	AC2
LIGHT TOWER	COLEMAN		1996	LT 1
RESPONSE TRAILER	CARSON		1997	ESR 40
SKIMMER TRAILER	CARSON		1997	ESR 50
EQUIPMENT TRAILER	CARSON		2001	ESR 60
SPILL RESPONSE TRAILER	CARSON		2000	ESR
SORBENT BOOM TRAILER	CARSON		1997	B T 30
CONTAINMENT BOOM TRAILER	CARSON		1997	B T 21
CONTAINMENT BOOM TRAILER	CARSON		1998	B T 21
WATER TRAILER	CARSON		2001	WT1
ARROW BOARD	HSI			AB1
SPILL CONTROL BOAT	BOSTON	WHALER	1978	SC1
14' PUNTS / SKIFFS	LIVINGSTONE	QTY - 5	2000	
1" DIAPHRAGM PUMP	WILDON	QTY - 4		
2" DIAPHRAGM PUMP	WILDON	QTY - 2		
3" DIAPHRAGM PUMP	WILDON	QTY - 2		

STATEMENT OF EQUIPMENT

TYPE OF EQUIPMENT	MANUFACTURER	MODEL / QTY	YEAR	O.B. #
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			
40 CU. YD. BIN	ACE	QTY - 6	1998	BN1 - BN6
20 CU. YD CLOSED TOP	ACE		1998	BN7
TRIPOD W/2 WINCHES	MILLER / DBI	QTY - 6		
PNEUMATIC MUCKING WINCH	GAST	QTY - 2		
FULL BODY HARNESSSES	DBI	QTY - 30		
SCBA	SURVIVE AIR	QTY - 9		
5 MINUTE ESCAPE BOTTLES	SURVIVE AIR	QTY - 25		
BLOWER	COPPUS	CP-20		
24" VENTILATION FAN	TEMPEST			
4-GAS METERS	EAGLE / GASTECH	QTY - 12		
ORGANIC VAPOR ANALYZER	FOXBORO	128		
FORKLIFT	HEISTER			
SKIMMER, FLOW CONTROL	SKIM-PAK/DOUGLAS	4200-SH		
SKIMMER, ROPE MOP	ABASCO	A14-G		
SKIMMER, DRUM	ELASTEC	TDS-136/D-10		
CONTAINMENT BOOM	KEPNER	12,000 FEET		
NOTE: ALL LISTED EQUIPMENT IS OWNED AND OPERATED BY OCEAN BLUE ENVIRONMENTAL SERVICES				



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Fx: (562) 624-4127

SAFETY RECORD

Ocean Blue Environmental Services has earned an excellent safety record since the inception of the company in 1994 by ensuring that our personnel are fully trained, experienced and equipped for working in all environmental conditions. Ocean Blue has never had a fatality and only 44 lost workdays since our inception over ten years ago. Please see our Contractor's Industrial Safety Record (Form PW-4 under Tab #9) for the details since 1999.

We are proud to say that Ocean Blue has never had a recordable incident while working for Los Angeles County. This clean record includes our work on both the Emergency and Non-Emergency Hazardous Materials Contracts for the Department of Public Works over the past nine years, as well as various assignments for the Department of Sanitation over the last three years.



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

Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors on-site remediation, waste management, decontamination, emergency response and demolition projects. Specialized in identifying (using haz-cat procedures) unknown chemicals and chemical packaging services. 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
HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Supervisor Training
First Response Training
Confined Space Entry Qualified Person



925 West Esther Street
Long Beach, CA 90813

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

MOONHO C. LEE

Supervisor / Vice President / CFO, Ocean Blue Environmental Services (1994 - present)

Supervises 90-day Round-ups for Los Angeles County Department of Public Works. Manages logistics on large spills. Coordinates response activities with agencies, customers, subcontractors and vendors. Coordinates and supervises oil spill emergency team and waste management team. As Vice President and Chief Financial Officer, responsible for administration, contracts, accounting and financial management.

Project Manager & CFO, Advanced Cleanup Technologies (1992-1994)

Coordinated resources for spills. Responsible for finance, accounting and contracts.

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 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

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Preventing Disease Transmission Class (Red Cross)
Medic First Aid and CPR Training and Basic Life Support Courses
Supervisor Training
Confined Space Entry Qualified Person



925 West Esther Street
Long Beach, CA 90813

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

SCOTT P. TRACY

*Project Manager / President / General Manager, Ocean Blue Environmental Services
(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. Maintains contracts with several shipping companies at the Los Angeles and Long Beach ports. Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors on-site remediation, waste management, decontamination, emergency response and demolition projects.

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

Coordinated and supervised emergency response activities and agencies.

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

HAZWOPER 40-Hour Course
HAZWOPER 8-Hour Refreshers
Confined Space Entry Qualified Person Course
Certified HazMat Incident Commander
Trauma Scene Waste Practitioner
First Response Training
Supervisor Training
Field Chemistry Courses
Medic First Aid and CPR Training
Basic Life Support Courses



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
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 decontamination, demolition, industrial cleaning, site remediation, emergency response, waste management and transportation projects. Additionally, 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

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



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
Preventing Disease Transmission Class (Red Cross)
Field Chemist Training
Hazardous Materials Transportation Skills Training
Driver Function Specific Training
Excavation Training
24-Hour Hazardous Material Technician Training
Mold Inspection, Testing and Abatement Training
Controlled Substance and Alcohol Testing Training for Supervisors



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

EXHIBIT E

PROPOSER INFORMATION SHEET

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

Name of Company: Ocean Blue Environmental Services, Inc.	
Contact Person: Moonho C. Lee	
Address: 925 W. Esther St.	
City: Long Beach	State: CA Zip 90813
Telephone Number: (562) 624-4120	FAX Number: (562) 624-4127
Email address: moonholee@aol.com	
General Engineering License Class "A" with HAZ endorsement: 709140	
LA County Vendor Number: 51258301	
Contractor License Number: 709140	
State of California Hwy Patrol Hazardous Materials Transportation License Number: 111486	
Federal EPA License Number: CAD983608258	
State of California Hazardous Waste Material Hauling License Number: 3354	
Medical Hauler's License Number: 3354	Red Cross "Preventing Disease Trans." All technical employees took class.
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 municipalities.	



925 West Esther Street
Long Beach, CA 90813

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

PERMITS AND LICENSES

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

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 – Control #165413
Department of California Highway Patrol – License #111486
Department of California Highway Patrol – CHP Carrier #119128

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

U. S. Environmental Protection Agency – ID #CAD983608258

U. S. Department of Transportation – ID #USDOT696231

U. S. Department of Transportation – Hazardous Materials Certificate of Registration
(2004-2007) Reg. #061604552042MO

Los Angeles Department of Health Services – Sewage Cleaning Vehicle Licenses (active while
county-wide renewal billing delays are being resolved)

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 24 years of related
experience (please see his resume under Tab #3)



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

709140

Entity **CORP**

Business Name

**OCEAN BLUE ENVIRONMENTAL
SERVICES INC**

License Holder

A HAZ

Expiration Date

07/31/2005

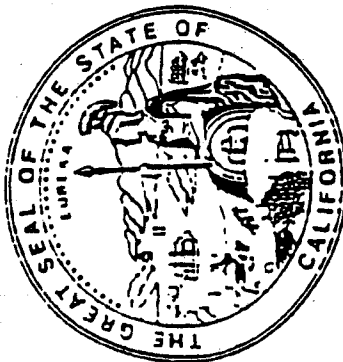


State of California

Contractors State License Board

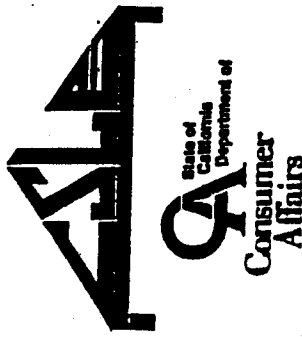
Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

OCEAN BLUE ENVIRONMENTAL SERVICES INC



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

A - GENERAL ENGINEERING CONTRACTOR



Witness my hand and seal this day,

July 3, 1995

Issued July 3, 1995

Signature of Licensee

Signature of License Qualifier

Registrar of Contractors

This license 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. It becomes
void if not renewed

709140

License Number



**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
Senior Deputy Compliance Officer

DAT:OLS

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY

CONTRACTORS STATE LICENSE BOARD

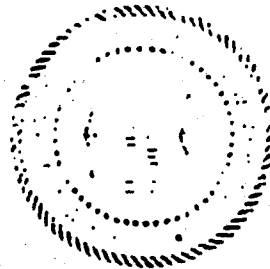


Building Quality



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

Doris R. Ellis
Registrar of Contractors

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.

11. 10. 12. 95



Terry Tamminen
Agency Secretary
Cal/EPA



Department of Toxic Substances Control

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, CALIFORNIA 90813

TRANSPORTER REGISTRATION NO: 3354

EXPIRATION DATE: AUGUST 31, 2005

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 18 2004

(DATE)



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

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

CONTROL NUMBER 165413	LICENSE NUMBER 111486	ISSUE DATE 7/21/2004	EFFECTIVE DATE	EXPIRATION DATE 9/30/2005
CHP CARRIER NUMBER CA 119128	LOCATION	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	

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).
☐ (HMP/PIH) Poison Inhalation Hazard materials in bulk packagings subject to Division 14.3, CVC.
☐ (HRCQ) Highway Route Controlled Quantity 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

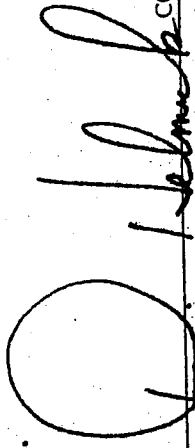
hereby awards this **Certificate of Achievement** **CALIFORNIA HIGHWAY PATROL** **OCEAN BLUE ENVIRONMENTAL SERVICES, INC**

925 WEST LESTER ST
LONG BEACH, CA 90813

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 from terminals located in California to undergo an inspection of each operating 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

MOTOR CARRIER PERMIT



A Public Service Agency

DEPARTMENT OF MOTOR VEHICLES

Motor Carrier Permit Branch
P.O. Box 932370
Sacramento, CA 94232-3700

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

Valid
From:

06/01/2004

Valid
Through:

05/31/2005

CA#: 0119128

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: 05/17/2004

Office #: 154

Account #: 30319

Tech ID: MW

Sequence #: 0118

Amt Paid: \$710.00

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

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.



**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
Public Health**

THOMAS L. GARTHWAITE, M.D.
DIRECTOR and CHIEF MEDICAL OFFICER

JONATHAN E. FIELDING, M.D., M.P.H.
Director of Public Health and Health Officer

Environmental Health
ARTURO AGUIRRE, Director

Bureau of Environmental Protection
Mtn. & Rural/Water, Sewerage & Subdivision Program
5050 Commerce Drive
Baldwin Park, California 91706-1423
TEL (626) 430-5380 • FAX (626) 813-3016
www.lapublichealth.org/eh/progs/envirp.htm



BOARD OF SUPERVISORS
Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

2/13/2003

CERTIFICATE OF REGISTRATION

SEPTIC TANK, CESSPOOL, SEWAGE SEEPAGE PIT, CHEMICAL TOILET CLEANER VEHICLE

Valid for Fiscal Year 2002-2003

To operate in all of Los Angeles County except in the cities of Vernon, Long Beach and Pasadena

Special Conditions:

All cleanings from cesspools, septic tanks, chemical toilets and sewage seepage pits shall be disposed of at approved disposal locations by being emptied into manholes of a sanitary sewerage system in a manner acceptable to the governing body of that sewerage system. Registrant shall notify this Department, by letter, of any changes in the trucks or addition of tank trucks or changes of business address or any registrant's change of address within two (2) days after such additions or such changes of address have been made.

COMPANY NAME: Ocean Blue Environmental Services, Inc.
MAIL ADDRESS: 925 W Esther Street
CITY, STAT ZIP: Long Beach, CA 90813

S#: 1026

REGISTRATION #: 2448
ACCOUNT #: 754605-3030
MAKE/MODEL: 1997 Thompson Trailer
CAL LIC #: 4BX9351
VOLUME: 5000

Issued pursuant to Sections 25000 through 25010 of the Health & Safety Code of the State of California which also require the submittal of quarterly reports on the activity of all pumper trucks, except for chemical toilet pumper trucks, itemizing cleaning locations, the nature of the cleaning activity, and the location of the disposal of said cleanings. This report shall be submitted in electronic format by the 10th day of October, January, April and July.

Note: This Registration is NOT TRANSFERRABLE to other vehicles or to other operators and is revocable for cause. The original copy of the Registration must be on file in your company's main office and a copy of it must be carried on the tank truck at all times.

Russell A. Johnson, R.E.H.S., Chief
Mt. & Rural / Water, Sewerage & Subdivision Program

**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 13, 2004

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



Ocean Blue Environmental

Registration No.
066

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Expiration Date
May 1, 2005

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: 4/13/2004

Jack A. McGurk Chief, Environmental Management Branch

DEPARTMENT OF HEALTH SERVICES

1001 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, 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

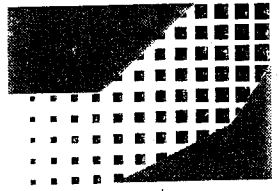
Date completed **07/07/2000**

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: 04-00101

ISSUE DATE: November 05, 2003

EXPIRATION DATE: December 31, 2004

ISSUED BY:



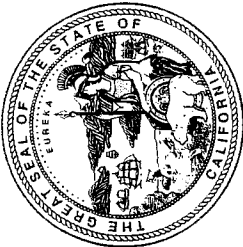
EXECUTIVE DIRECTOR

CIWMB TPID NUMBER: 1003834

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 and Game
Office of Spill Prevention and Response



CERTIFICATE OF FINANCIAL RESPONSIBILITY

No. 30753-00-009
Expires September 30, 2005

Facility Owner or Operator

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

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

Name and Location of Facility/
MOBILE TRANSFER UNIT

1999 THOMPSON TANK, 5,040 GAL. TANK CAP., LIC. NO. 4AT8990

The holder of this certificate is subject to the provisions of Title 14, California Code of Regulations, Sections 790-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act), see Government Code Sections 8670.37.51 through 8670.37.57. Additionally, the holder of this certificate is subject to the conditions on the reverse of this certificate. For the purpose of determining liability pursuant to the Act, this certificate of financial responsibility is conclusive evidence that the person or entity holding the certificate is the party responsible for the specified marine facility.

October 1, 2004
Date Issued

Carlton D. Moore
Administrator

Office of Spill Prevention and Response
Department of Fish and Game

09457

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

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

Kirk C. Oliver

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

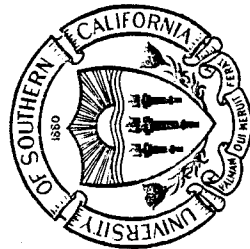
has satisfactorily completed a course in

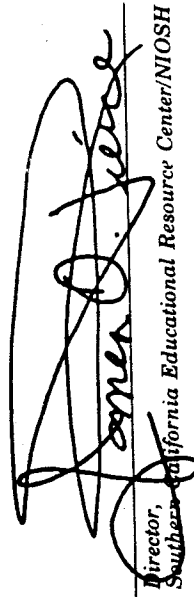
Hazardous Materials: Handling and Disposal

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



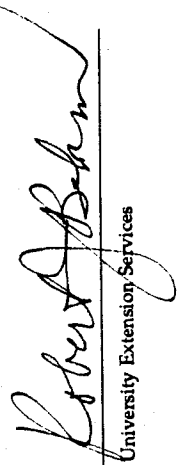
University Extension Services

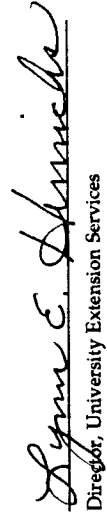
certifies that

Edward Long

has successfully completed the

Environmental Auditing Certificate Program Spring 1991


Dean, University Extension Services


Director, University Extension Services

University of Southern California

INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

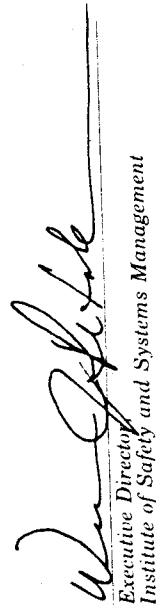
EDWARD A. LONG

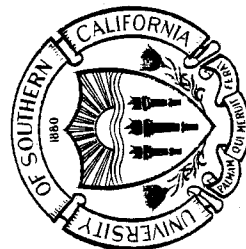
has satisfactorily completed a course in

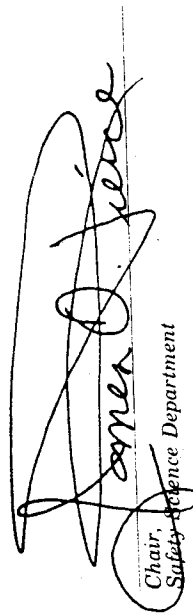
Occupational Respiratory Protection

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.*

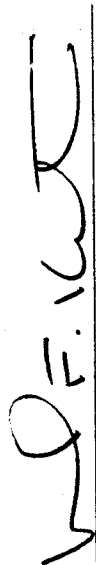
Location of Workshop

North Hollywood, California

Date of Completion

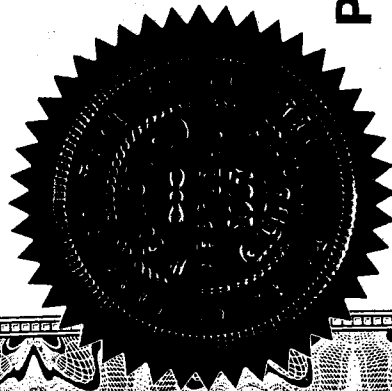
June 22, 1992


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

CWPCA

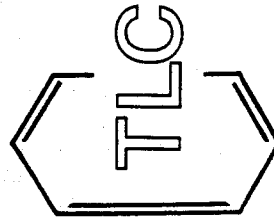
ACCREDITED

ASSE

MEMBER

CHCM

WSO



DATE: MARCH 4, 1992

Fred Bonnet

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



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 A. Krej

President

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

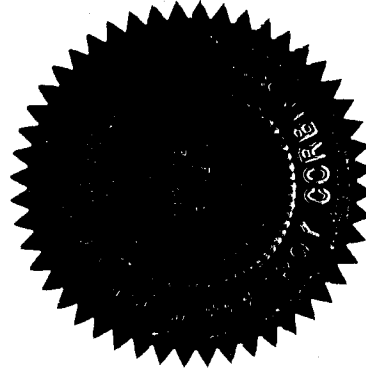
Edward A. Long

has completed the course
Shipyard Compentent Person/Entry Supervisor
OSHA1915.7 & OSHA 1910.146
conducted by

Marine & Environmental Testing, Inc.

Edward A. Long

Director of Training



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

KAREN L. JACKSON
Director, IIT Office of Continuing Education

3M

Respirator Training

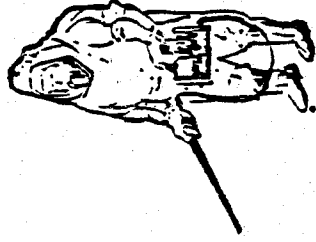
Respirator Training Instructor



EDWARD A. LONG

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

HAZTEC SAFETY TRAINING SERVICES



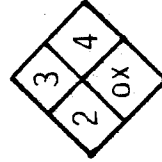
This Certifies that

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

Hazardous Materials Training Subcommittee
Hazardous Materials Coordinating Committee
Los Angeles County Fire Department

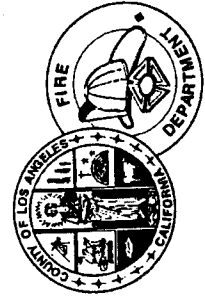
This is to certify that


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



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

 Edward A. Long, R.E.H.

Jeff Lowe, Instructor



Certificate of Attendance

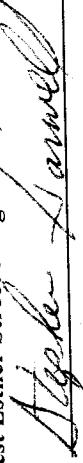
awarded to

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



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

Jeffrey W. Gold

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

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



925 West Esther Street
Long Beach, CA 90813

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

T.S.D.F. LIST FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

CROSBY & OVERTON
1630 W. 17TH STREET
LONG BEACH, CA. 90813
(562)432-5445
EPA # CAD 028409019

INDUSTRIAL SERVICE OIL CO.
1700 S. SOTO ST.
LOA ANGELES, CA 90023
(213)262-9747
EPA # CAD 099452708

FILTER RECYCLING
180 W. MONTE AVE
RIALTO, CA 92376
(909)424-1630
EPA # CAD 98244481

PARAMOUNT RESOURCE RECYCLING, INC
7230 PETTERSON LANE
PARAMOUNT, CA 90723-2022
(562) 602-6505

AMERICAN REMEDIAL TECHNOLOGIES
2860 SEMINOLE AVE.
LYNWOOD, CA 90262
(323) 357-1900

KINSBURSKY BROTHERS
1314 N. LEMON ST.
ANAHEIM, CA
(714) 738-8516
CAD088504881

US FILTER INC.
5215 S. BOYLE AVE.
LOS ANGELES, CA 90058
(213) 277-1500
CAD097030993

AZUSA LANDFILL
1201 W. GLADSTONE ST.
AZUSA, CA 91702
(818) 334-0719
EPA #CAD 009007626

STERICYCLE
2775 E. 26TH ST.
VERNON, CA 90023
(323) 362-3000

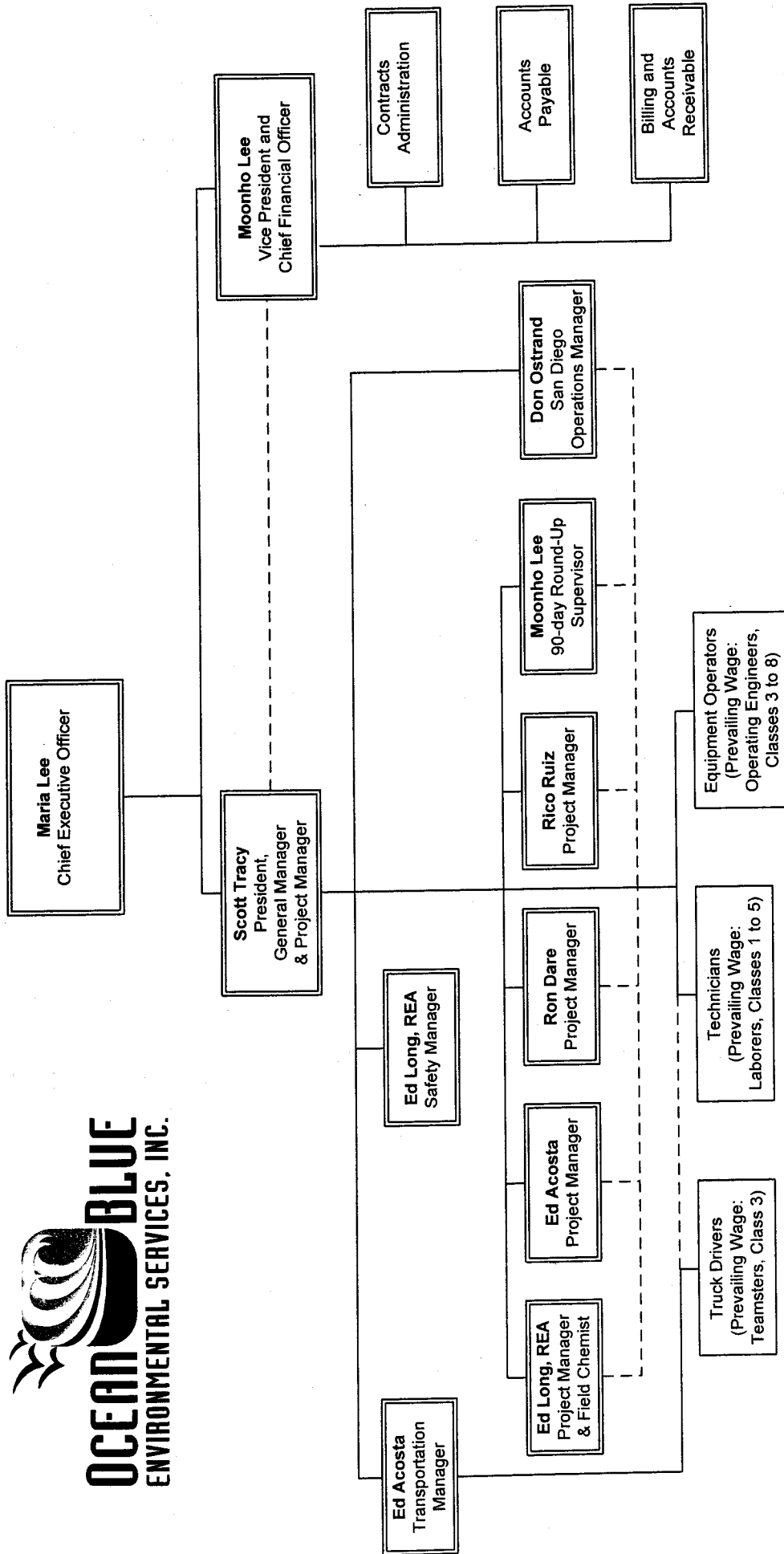
ROBERT'S LIQUID DISPOSAL
14018 CARMENITA RD.
SANTA FE SPRINGS, CA 90607
(562) 864-2953

THERMAL COMBUSTION INNOVATORS
241 W. LAUREL ST.
COLTON, CA 92324
(909) 370-0730
CAD981433873

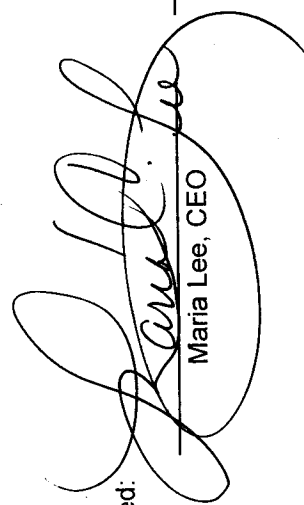
COMMERCIAL FILTER RECYCLING
1000 E. SLAUSON AVE.
LOS ANGELES, CA 90811
(800) 645-3458
CAL000110021

LIGHTING RESOURCES, INC
805 E. FRANCIS ST.
ONTARIO, CA 91761
(909) 923-7252
CAL000827758

SOUTHWEST PROCESSOR
4120 BANDINI BLVD.
LOS ANGELES, CA 90023
(213) 269-9876



Approved:


Maria Lee, CEO

1-5-04

Date



925 West Esther Street
Long Beach, CA 90813

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

SUBCONTRACTORS

Ocean Blue Environmental Services, Inc. can and will perform all the work described in the Scope of Work (RFP Exhibit "A") without the need for subcontractors.

LICYPHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2004

GROUP:
POLICY NUMBER: 1403322-2004
CERTIFICATE ID: 117
CERTIFICATE EXPIRES: 07-01-2005
07-01-2004/07-01-2005COUNTY 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



PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2004 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.

4152212716

08/31 '04 16:12 NO.693 02/02

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

8/31/2004

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

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	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GLO 5245888	08/03/04	08/03/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS 90	BAP 5245891	08/03/04	08/03/05	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	SEO 5245893	08/03/04	08/03/05	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Contractors Pollution Liab.	PEC 5245887	08/03/04	08/03/05	\$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**CANCELLATION**

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

Attn: Ocie Ransfer

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE TO THE CERTIFICATE HOLDER, BY FIRST CLASS MAIL, 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

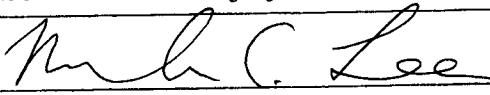
ORD 25 (2001/08)

© ACORD CORPORATION 1999

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.

VERIFICATION OF PROPOSAL

DATE: Oct 27, 2004		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: <u>As Needed Non-Emergency Removal of Hazardous Materials</u>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <u>Moonho C. Lee</u>			
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: <u>Vice President & CFO</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name:	<u>Ocean Blue Environmental Services, Inc.</u>		
7. Proposer's fictitious business name or dba (if any):	<u>N/A</u>		
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:			
Corporation's principal place of business: <u>925 W. Esther St., Long Bch</u>			
State of incorporation: <u>California</u>			
President/CEO: <u>Scott P. Tracy/Maria C. Lee</u>			
Secretary: <u>Scott P. Tracy</u>			
<input type="checkbox"/> A general partnership: Names of partners:			
<input type="checkbox"/> A limited partnership: Name of general partner:			
<input type="checkbox"/> A joint venture of: Names of joint venturers:			
<input type="checkbox"/> 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) <u>Maria C. Lee</u>	Title <u>CEO</u>	Phone <u>(310) 540-8532</u>	Fax <u>(310) 540-8318</u>
Street <u>729 Ave. A.</u>	City <u>Redondo Beach</u>	State <u>CA</u>	Zip <u>90277</u>
Name(s) <u>Scott P. Tracy</u>	Title <u>President</u>	Phone <u>(562) 621-1609</u>	Fax <u>(562) 624-4127</u>
Street <u>234 Mira Mar Ave</u>	City <u>Long Beach</u>	State <u>CA</u>	Zip <u>90803</u>
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.			
<input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge:			
OR			
11. CHECK ONE: <input type="checkbox"/> (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:			
Type name and title:		<u>Moonho C. Lee, Vice President & CFO</u>	

SCHEDULE OF PRICES

FOR

AS-NEEDED NON-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 but estimates, and that the unit prices quoted, if any, will apply to the actual quantities. Whatever they may be.

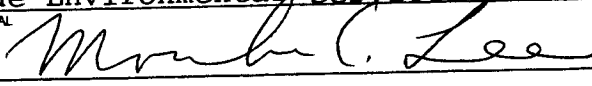
ITEM NO.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL WORKLOAD	TOTAL
1.	Hourly rate from time leaving Contractor's yard to time returning from Public Works facility or project.				
a.	Project Manager or Supervisor	\$ 50	/hr X	600 hrs =	\$ 30,000
b.	Field Chemist/Environmental Assessor with Truck	\$ 110	/hr X	150 hrs =	\$ 16,500
c.	Industrial Hygienist	\$ 40	/hr X	8 hrs =	\$ 320
d.	Truck with Driver	\$ 70	/hr X	1200 hrs =	\$ 84,000
e.	5,000 gal. Vacuum Truck with Driver (including cost to transport material to certified)	\$ 90	/hr X	300 hrs =	\$ 27,000
f.	Technician	\$ 45	/hr X	425 hrs =	\$ 19,125
Subtotal Item No. 1					\$ 176,945
ITEM NO.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL WORKLOAD	TOTAL
2.	Cost to remove and transport containers of material to certified disposal/recycling facilities. Laboratory fees and disposal fees for the materials will be paid by Public Works based on their actual cost if actual receipts are provided from the laboratory and/or disposal facility. Contractor will also receive a handling fee of 10 percent of the disposal costs of the material and containers if actual receipts for disposal fees are provided from the disposal facility.				
a.	56 to 85 gal drum Dot 17H	\$ 250	/ea X	10 =	\$ 2,500
b.	35 to 55 gal drum Dot 17H	\$ 25	/ea X	1050 =	\$ 26,250
c.	11 to 35 gal drum Dot 17H	\$ 20	/ea X	75 =	\$ 1,500
d.	5 to 10 gal drum Dot 17H	\$ 35	/ea X	125 =	\$ 4,375
Subtotal Item No. 2					\$ 34,625

ITEM NO.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL UNITS	TOTAL
3. Cost to supply various size drums.					
a.	56 to 85 drum Dot 17H	\$ 250	/ea X	10 =	\$ 2,500
b.	35 to 55 gal drum Dot 17H	\$ 30	/ea X	825 =	\$ 24,750
c.	21 to 30 gal drum Dot 17H	\$ 5	/ea X	25 =	\$ 125
d.	11 to 20 gal drum Dot 17H	\$ 10	/ea X	50 =	\$ 500
e.	5 to 10 gal drum Dot 17H	\$ 35	/ea X	125 =	\$ 4,375
Subtotal Item No. 3					\$ 32,250
ITEM NO.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL UNITS	TOTAL
4. Materials and Supplies					
a.	Hazardous Waste Label/Forms	\$ 5	/ea X	600 =	\$ 3,000
b.	Vermiculite	\$ 100	/33 lb bag X	50 =	\$ 5,000
c.	Superfine Absorbent	\$ 25	/25 lb bag X	350 =	\$ 8,750
Subtotal Item No. 4					\$ 16,750
ITEM NO.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL UNITS	TOTAL
5. Cost, including <u>removal, transportation and disposal</u> , of identified material to certified disposal/recycling facilities. Contractor will <u>not</u> receive a 10 percent handling fee for this service.					
a.	55 gal drum (Dot 17H) Non-hazardous petroleum hydrocarbons/ VOCs /SVOCs/ contaminated soil	\$ 60	/ea X	225 =	\$ 13,500
b.	55 gal drum (Dot 17H) Non-hazardous petroleum hydrocarbons/ VOCs/SVOCs/contaminated water	\$ 50	/ea X	275 =	\$ 13,750
Subtotal Item No. 5					\$ 27,250
GRAND TOTAL FOR ITEM NOS. 1-5					\$ 287,820

ITEM NO.	ITEM DESCRIPTION	PRICE	UNIT
d.	Cost, including <u>removal, transportation and disposal</u> , of identified material to certified disposal/recycling facilities. Contractor will <u>not</u> receive a 10 percent handling fee for this service.		
a.	55 gal drum (Dot 17H) Non-hazardous metals and contaminated soil	\$ 200	/ea
b.	55 gal drum (Dot 17H) Non-hazardous pesticides/herbicides/PCB/perchlorate/contaminated soil	\$ 200	/ea
c.	55 gal drum (Dot 17H) Non-hazardous metals/contaminated water	\$ 200	/ea
d.	55 gal drum (Dot 17H) Non-hazardous pesticides/herbicides/PCB/perchlorate/contaminated water	\$ 200	/ea
e.	Pallet transport of CRT's	\$ 225	/pallet
	<u>Hazardous Soil and Water</u>		
f.	55 gal drum (Dot 17H) Hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated soil	\$ 250	/ea
g.	55 gal drum (Dot 17H) Hazardous metals/contaminated soil	\$ 250	/ea
h.	55 gal drum (Dot 17H) Hazardous pesticides/herbicides/PCB/perchlorate/contaminated soil	\$ 250	/ea
i.	55 gal drum (Dot 17H)(Remove drum) Hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated water	\$ 250	/ea
j.	55 gal drum (Dot 17H)(Remove drum) Hazardous metals/contaminated water	\$ 250	/ea
k.	55 gal drum (Dot 17H) (Remove drum) Hazardous pesticides/ herbicides/PCB/perchlorate/contaminated water	\$ 250	/ea
	<u>Non-hazardous/Hazardous Water Vacuum Drum</u>		
l.	55 gal drum (Dot 17H)(leave drum at site) Non-hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated water	\$ 200	/ea
m.	55 gal drum (Dot 17H)(leave drum at site) Non-hazardous metals/contaminated water	\$ 200	/ea
n.	55 gal drum (Dot 17H)(leave drum at site) Non-hazardous pesticides/herbicides/PCB/perchlorate/contaminated water	\$ 200	/ea
o.	55 gal drum (Dot 17H)(leave drum at site) Hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated water	\$ 200	/ea
p.	55 gal drum (Dot 17H)(leave drum at site) Hazardous metals/contaminated water	\$ 200	/ea
q.	55 gal drum (Dot 17H)(leave drum at site) Hazardous pesticides/herbicides/PCB/perchlorate/contaminated water	\$ 200	/ea
	<u>Bulk Non-hazardous Soil and Water</u>		
r.	Bulk soil/non-hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated soil	\$ 350	/ton
s.	Bulk soil/non-hazardous metals/contaminated soil	\$ 350	/ton
t.	Bulk soil/non-hazardous pesticides/herbicides/PCB/perchlorate/contaminated soil	\$ 350	/ton
u.	Bulk water/non-hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated water	\$ 3,500	/1,000 gallons

v.	Bulk water/non-hazardous metals/contaminated water	\$ 3,500	/1,000 gallons
w.	Bulk water/non-hazardous pesticides/herbicides/PCB/perchlorate/contaminated water	\$ 3,500	/1,000 gallons
	Bulk Hazardous Soil and Water	\$	
x.	Bulk soil/hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated soil	\$ 500	/ton
y.	Bulk soil/hazardous metals/contaminated soil	\$ 500	/ton
z.	Bulk soil/hazardous pesticides/herbicides/PCB/perchlorate/contaminated soil	\$ 500	/ton
aa.	Bulk water/hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated water	\$ 4,500	/1,000 gallons
bb.	Bulk water/hazardous metals/contaminated water	\$ 4,500	/1,000 gallons
cc.	Bulk water/hazardous pesticides/herbicides/PCB/perchlorate/contaminated water	\$ 4,500	/1,000 gallons
ITEM NO.	ITEM DESCRIPTION	PRICE	UNIT
7.	Materials and Supplies		
a.	Pallet	\$ 45	/ea
b.	5 gal Open Top Poly	\$ 35	/ea
c.	Drum Liners	\$ 3	/ea
d.	Bin Liners	\$ 50	/ea
e.	Plastic Sheeting (6 mil, 12' roll)	\$ 130	/ea
f.	Sandbag	\$ 5	/ea
g.	Sorbent Pad	\$ 2	/ea
h.	Clay Absorbent Bag	\$ 15	/ea
i.	55-gallon drum vacuum	\$ 100	/hr
j.	18-yard roll-off bin	\$ 25	/daily
k.	20-yard roll-off bin	\$ 25	/daily
l.	25-yard roll-off bin	\$ 25	/daily
m.	30-yard roll-off bin	\$ 25	/daily
n.	4,000 gallon Baker tank	\$ 38	/daily
o.	6,500 gallon Baker tank	\$ 38	/daily
p.	DOT Specification Tri-Wall Box with hardware	\$ 216	/ea

ITEM NO	ITEM DESCRIPTION	PRICE	UNIT
8.	Equipment Use Per Day		
a.	Generator	\$ 200	/day
b.	Drum Dolly	\$ 30	/day
c.	Steam Machine	\$ 500	/day
d.	Air Compressor	\$ 500	/day
e.	CP-20 Blower	\$ 200	/day
f.	Extraction Device	\$ 250	/day
g.	4-Gas Meter	\$ 192	/day
h.	Traffic Control	\$ 500	/day
i.	Level B Safety Equipment	\$ 400	/day
j.	Level C Safety Equipment	\$ 174	/day
k.	Level D Safety Equipment	\$ 92	/day

LEGAL NAME OF PROPOSER		
Ocean Blue Environmental Services Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
C.F.O./V.P.		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
10/28/04	709140	General "A" w/Haz
PROPOSER'S ADDRESS:		
925 W. Esther St., Long Beach, CA 90813		
PHONE	FAX	E-MAIL
(562)624-4120	(562)624-4127	MOONHOLEE@AOL.COM

**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: <u>Ocean Blue Environmental Services</u>		
Company Address: <u>925 W. Esther St.</u>		
City: <u>Long Beach</u>	State: <u>CA</u>	Zip Code: <u>90813</u>
Telephone Number: <u>(562) 624-4120</u>		
(Type of Goods or Services): <u>As-Needed Non-Emergency Removal of Hazardous Material</u>		

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.

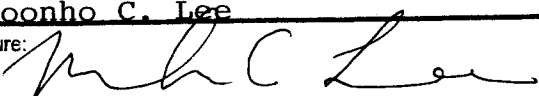
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ 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: <u>Moonho C. Lee</u>	Title: <u>Vice President & CEO</u>
Signature: 	Date: <u>October 28, 2004</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Ocean Blue Environmental
Services, Inc.PROPOSED CONTRACT FOR: AN Non-Emergency Removal of Hazardous Material
PROPOSAL DATE: October 28, 2004


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

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts	140	142	153	144	135	714	140
2. Total dollar amount of Contracts (in thousands of dollars)	6,805	5,569	8,500	7,601	6,947	35,522	4,600
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	1	0	2	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	0	32	6	6	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.

10/28/04 Moonho C. Lee
Date Name of Proposer or Authorized Agent (print)


Signature

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:

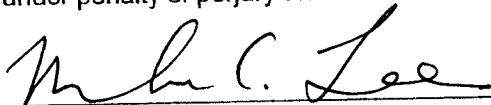
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of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


Date 10/27/04

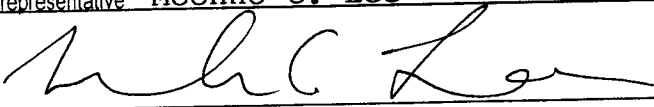
FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Ocean Blue Environmental Services, Inc.
Address	925 W. Esther St., 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	Moonho C. Lee		
Signature		Date	10/28/04

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input type="checkbox"/> I AM NOT	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.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 51258301	

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:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 33						
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	22	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	2	0	2	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	Disadvan- taged	Disabled Veteran	Expiration Date
County of Los Angeles	Yes	Yes	Yes	No	6/12/05

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: Vice President/CFO	Date: 10/28/04
--	------------------------------	-------------------



**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

A handwritten signature in black ink, appearing to read "Ozie L. Smith".

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS



**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) 974-1080 / FAX (213) 826-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA
Director

June 12, 2003

Ms. Maria C. Lee, CEO
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

CBE Program I.D.#: 70087
Status: MBE/WBE/DBE

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 June 12, 2005.

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 (213) 974-0912 and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

A handwritten signature in cursive script that reads "Marcus V. Castro".

Marcus V. Castro
Senior Deputy Compliance Officer

DAT:MVC

GAIN/GROW EMPLOYMENT COMMITMENT

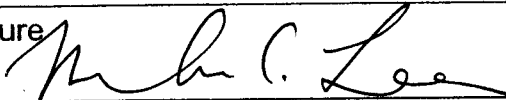
The undersigned:

- ☐ 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 October 27, 2004

TRANSMITTAL FORM TO REQUEST A REP 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: _____



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.



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 3, 2004

IN REPLY PLEASE
REFER TO FILE: **AS-0**

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

Dear Mr. Lee:

WAIVER OF COST OF LIVING ADJUSTMENT ON CONTRACTS 73756 AND 74248

We wanted to thank you on behalf of the County of Los Angeles for your gracious and generous waiving of the Cost of Living Adjustment on both of your contracts for hazardous waste removal with Public Works. As you recognized, the County is facing economic hardships and reductions in funding due to revenue shifts in the State's proposed budget. Specifically, we are facing significant reductions in funding as a result of the State's increased use of both property and transportation taxes to meet their budget deficit. It is especially gratifying to partner with a firm with the integrity, commitment, and vision of Ocean Blue Environmental Services, Inc.

We look forward to a continued relationship that benefits your firm and enables us to provide services to the residents of the County at a high level, despite increasingly limited resources.

If there is anything you wish to discuss, please contact Mr. Paul Goldman of my staff at (626) 458-4179, Monday through Thursday, 7:30 a.m. to 5:30 p.m.

Very truly yours,

JAMES A. NOYES
Director of Public Works

PAG

P:\aspub\CONTRACT\PAUL\OCEAN BLUE WAIVER THANK YOU.doc

cc: Supervisor Gloria Molina
Supervisor Yvonne Brathwaite Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich



HARRY W. STONE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 29, 1998

TO WHOM IT MAY CONCERN:

Ocean Blue Environmental Services, Inc., is a hazardous waste removal vendor for the Los Angeles County Department of Public Works. During the past three years they functioned as the Department's sole source vendor for non emergency hazardous waste removal. Recently, they were awarded the new contract for the next three years. In addition, they serve as one of four Department approved vendors for emergency removal of hazardous materials.

Ocean Blue has always provided quality service at a reasonable price. They regularly suggest alternative disposal options and recommend the most cost effective method. Their staff is very professional, courteous and knowledgeable. We often contact their staff for advice regarding unusual hazardous material situations.

Accurate invoicing is usually a problem with hazardous waste vendors. Ocean Blue has never submitted an invoice which seemed unreasonable or suspicious.

It has been a pleasure to administrate their contract over the past three years.

Jerry L. Burke, P.E.
Supervising Civil Engineer I

A handwritten signature in black ink, appearing to read "Jerry L. Burke", is written over the typed name and title.

425 S. Palos Verdes Street

September 11, 1998

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TDD 310 SEA-PORT

www.portla.com



Richard J. Riordan, Mayor
City of Los Angeles

Board of Harbor
Commissioners

nd Wong, President

Carol L. Rowen, Vice President

Frank M. Sanchez, Ph.D

Jonathan Y. Thomas

John M. Wilson

Larry A. Keller
Executive Director

To Whom It May Concern:

Ocean Blue Environmental Inc. has been handling the hazardous waste of the Port of Los Angeles for the past six months. In that time they have been involved in everything from emergency spills, abandoned ships to asbestos removal. I have been working closely with Ocean Blue and I have been particularly happy with the fact that rather than sending everything to landfills, project manager Ron Dare has been recycling as much of the waste as possible. The Port has recycled more in the past six months than in the past six years that I have been associated with this contract. In addition to giving the Port alternative disposal options Ocean Blue's response time has been excellent, arriving at most jobs in less than half an hour.

I have worked with project manager Ron Dare for about two years, he worked for another environmental company prior to joining Ocean Blue. Ron is very knowledgeable and is always trying to come up with the most cost effective means for disposing of hazardous waste.

Ocean Blue is a company that believes in being prepared and looking professional. This fact is made obvious not only by the trucks they drive daily, but also by the equipment that they store in their facility in Long Beach.

Ocean Blue has also done work for other divisions at the Port and I have heard nothing but praise about their service and response time.

If you have any questions, please don't hesitate to call. (310) 732-3782

Sincerely,

A handwritten signature in dark ink, appearing to read "M. Ramirez".

Manuel Ramirez
Risk Management
Hazardous Waste -
Contract Administrator

425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TDD 310 SEA-PORT

www.portla.com

April 15, 1999

To Whom It May Concern:

SUBJECT: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.



Richard J. Riordan, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Theodore Stein, Jr., President

Jonathan Y. Thomas, Vice President

Carol L. Rowen

Frank M. Sanchez, Ph.D

John M. Wilson

Larry A. Keller
Executive Director

For the past year, I have been working with Ocean Blue on a diesel-contaminated site which is currently being remediated within the Port of Los Angeles. Ocean Blue, under the direction of Mr. Ron Dare, responded to a diesel release in the harbor, where they installed and are currently maintaining a soft boom and corresponding hard boom along a wharf area on the main channel. They also collected and analyzed water samples from the areas both inside and outside the boom. Ocean Blue has been very responsive and efficient in dealing with these tasks. Mr. Dare, in particular, was very helpful in strategizing on deployment of the boom, etc. Due to his involvement with this and other projects at the Port, he has a good understanding of pertinent environmental issues affecting the harbor area. I look forward to my continuing relationship with the firm.

Sincerely,

Kathryn Curtis

Kathryn Curtis
Environmental Management Division

KKC

April 15, 1999

425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TDD 310 SEA-PORT

www.portla.com



Richard J. Riordan, Mayor
City of Los Angeles

Board of Harbor
Commissioners

André Stein, Jr., President

Jonathan Y. Thomas, Vice President

Carol L. Rowen

Frank M. Sanchez, Ph.D

John M. Wilson

Larry A. Keller
Executive Director

To Whom It May Concern:

SUBJECT: Performance of Service
Ocean Blue Environmental Services

Ocean Blue Environmental Services has performed environmental clean-up and emergency response services for the Port of Los Angeles since April 1996.

Ocean Blue has provided exceptional service and response in responding to emergency situations where fishing boats are sinking and environmental response is of critical importance. Ocean Blue has provided immediate response. Ocean Blue has a professional and courteous staff that responds to emergency situations immediately.

Ocean Blue has been able to provide us with environmental clean-up, divers, raising and disposing of sinking fishing vessels in a very efficient and professional manner.

Very truly yours,

A handwritten signature in cursive script that reads "Angela Birkenbach".

ANGELA BIRKENBACH
Chief Wharfinger

AB:ea

W9904042

cc: Monica Dove
Risk Management

April 15, 1999

Construction & Maintenance Division

Berth 161

500 Pier "A" Street

Post Office Box 786

Wilmington, CA 90748-0786

Tel: 310 732-3550

Fax 310 834-8248

www.portla.com

To Whom It May Concern:

Subject: Letter of Recommendation

Ocean Blue Environmental currently performs the environmental contract for the Port of Los Angeles. Services include but are not limited to Transportation, Emergency response, Waste management, and Waste recycling. Ocean Blue Environmental has performed all of the above services in a timely, professional and cost effective manner. Ocean Blue has maintained its contract with the Harbor Department with the highest degree of professionalism and look forward to working with the firm in the future.

If you should have any questions regarding this letter or services performed by Ocean Blue Environmental, Please feel free to contact me at my office at (310) 732-3345

Very truly yours,

Ed Carlton
Construction and Maintenance
Port of Los Angeles



Richard J. Riordan, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Adore Stein, Jr., President

Jonathan Y. Thomas, Vice President

Carol L. Rowen

Frank M. Sanchez, Ph.D

John M. Wilson

Larry A. Keller
Executive Director



CITY OF LONG BEACH

FIRE DEPARTMENT

925 HARBOR PLAZA, SUITE 100, LONG BEACH, CALIFORNIA 90802

HEADQUARTERS
(562) 570-2500
FAX (562) 570-2506

January 21, 1998

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

To Whom it may concern,

I would like to acknowledge the excellent service we are receiving from your company. In the last year, our section has noticed a drastic improvement in response times and clean up operations. We appreciate the consistent professionalism provided by your response crews.

Sincerely,

Investigator Barbara Behm
Environmental Investigations



JOINT POWERS AGENCY LONG BEACH/SIGNAL HILL

Unified Program Agency



2525 Grand Avenue • Long Beach, California 90815 • (562) 570-4131

September 11, 1998

To Whom It May Concern:

It is my sincere pleasure to recommend Ocean Blue Environmental Services, Inc., to your company.

Ocean Blue has provided hazardous waste emergency response services for the Hazardous Materials Emergency Response Unit of the Department of Health and Human Services, and non-emergency hazardous waste management for this Department, as well as for other City agencies: Public Works, Airport Bureau; Fleet Services; Public Service, Structural, Street Maintenance and Storm Drains Divisions; Marine Bureau Maintenance; Parks Recreational Facilities Maintenance; Harbor Department; Water Department; and Gas and Electric Department.

For the duration of the contract, Ocean Blue personnel have performed a variety of tasks including lab packing, storm drain and catch basin cleaning, concrete and asphalt decontamination, debris and soil removal, field haz-cattig, sampling, confined space entry, manifesting and other relevant document preparation, lead abatement, asbestos abatement, hazardous materials repackaging, corrosive neutralization and cleanup, biohazardous waste cleanup, and water spill response.

Response time and equipment availability is of vital importance to our Department. Ocean Blue has consistently met and exceeded contract expectations in these areas regardless of what situation is encountered in the field. No matter what the demand (quarantining vehicles or containers, huge spill responses, etc.), Ocean Blue comes through with whatever it takes to do the job and do it well.

One of the things that make this company so valuable is the people. The integrity with which they conduct business is matched by the personal care each employee takes on a daily basis. In particular, Ed Long, Supervisor, has had a long-standing relationship with our Department throughout the past 7 years. Pacific Environmental Management Company, our contractor employed him, when we first joined forces. He weathered the company's bankruptcy while providing the same top-notch service as always. This is also true through his employment with Ecology Control Industry.

September 11, 1998
Page 2

When Ed moved to All Waste from E.C.I., the quality of service dropped significantly. We were elated to learn that the most recent contract had been granted to Ocean Blue and that we would have Mr. Long back!

I know that letters such as this should be brief, but it's hard to convey adequately the excellence we have encountered in Ocean Blue in just a few words. If you need further references, please call me during regular business hours at (562) 570-4126.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Shinn', with a stylized flourish at the end.

Diana Shinn, M.S., R.E.H.S.
Hazardous Materials Specialist II

DS/ds
obreclet

MAERSK PACIFIC LTD.



Kim Estes
ARCO Transportation
300 Oceangate
Long Beach, CA 90802

Dear Sir,

I have become aware that Ocean Blue Environmental Services, Inc. is interested in providing ARCO with their services. It is with the highest level of confidence that we (Maersk) recommend Ocean Blue to you. They have provided us with a level of service that is incomparable by any other company that specializes in hazardous waste or plastic disposal. Ocean Blue is one of the most efficient companies that I have had the pleasure to work with. Especially in regards to timeliness, quality of work, safe work practices, and their willingness to oblige your needs. In addition to their high quality of work; their prices are some of the most competitive that we have come across.

I do not know who presently provides this service to you and your company but I am certain that Ocean Blue will provide you with a level of service and quality that exceeds what you're presently receiving.

If you have any questions regarding the above please feel free to call me at any time, Monday thru Friday, 8:00a.m. - 5:00p.m. I can be reached at 310-901-3518.

Sincerely,

Patrick Endriss
Vessel Operations Superintendent

570 Harbor Scenic Way, Long Beach, California, 90802, U.S.A.
Telephone: 310-435-7706. Graphnet: 3767552. Telecopier: 310-437-2145.



ARCO Marine, Inc.

September 10, 1998

To: Ocean Blue Environmental Services, Inc.

From: George Johnson, ARCO Marine, Inc.

Re: Letter of Recommendation

On behalf of myself and ARCO Marine, Inc. (AMI), I'd like to recognize the outstanding service that Ocean Blue Environmental has provided for us over the past two years.

Since 1997, all of AMI's hazardous waste handling and disposal services in Long Beach have been provided by Ocean Blue Environmental. In that short time period, our waste handling operations have been streamlined to the point that we saved on expenses, reduced our production of hazardous waste and increased the awareness within our fleet on all waste disposal issues. Ocean Blue Environmental has played a major role in our success.

When ARCO marine was recognized in 1997 as winner of the ARCO Corporate Environmental Achievement award, I was very proud to have representatives of Ocean Blue Environmental to be in attendance there with us.

I firmly believe that in order to be successful, a strong partnership must exist between a company considered to be a "waste" generator and an environmental company. ARCO Marine has benefited greatly from our partnership with Ocean Blue Environmental.

I look forward to many more years of partnership with Ocean Blue Environmental!

Sincerely,

George Johnson
Environmental, Health, & Safety Advisor



1617 PIER D STREET • LONG BEACH, CALIFORNIA 90802 • (562) 432-6918
CALIFORNIA CONTRACTOR'S LICENSE #A-220319 • FAX (562) 437-7032

April 15, 1999

To Whom It May Concern:

Re: Ocean Blue Environmental Services, Inc.

Gentlemen:

Manson Construction Co. has been very pleased with the waste disposal and clean up services provided by Ocean Blue Environmental Services, Inc. for the past four years.

Manson is a ninety four year old family owned, heavy marine construction company, with a fleet of tugboats, derrick barges, and associated floating marine hardware. We generate thousand of gallons of waste oil, and coolants, along with hundreds of oil filters, fuel filters, oil and grease absorbent pads each month.

We have used some of the most well known names in the waste disposal and clean up industry, in Southern California, over the past twelve years. I could write a book on excuses I have heard on why things were not done on time, or not done at all, and why we were charged for incineration costs, only to have our waste disposed of at a land fill with a much greater future liability to Manson.

Ocean Blue Environmental has been on time every time, their service is excellent, and the price is what was quoted.

Should you have any questions please do not hesitate to contact me, at (562)432-6918.

Sincerely,

Manson Construction Co.

Larry Liles
Larry Liles

Operations Manager, So. California

SEATTLE OFFICE
5209 East Marginal Way S.
Seattle, WA 98134
Phone (206) 762-0850
Fax (206) 764-8595
WA License # MANSOCC032M1



SAN FRANCISCO OFFICE
200 Cutting Boulevard
Richmond, California 94804
Phone (510) 232-6319
Fax (510) 232-4528
California License # A-220319



CONSTRUCTION & ENGINEERING COMPANY

LONG BEACH OFFICE - 1605 PIER D STREET • LONG BEACH, CALIFORNIA 90802
CALIFORNIA LICENSE #A-220319 • (310) 432-6918 • FAX (310) 437-7032

29 January 96

To Whom It May Concern:

Re: Ocean Blue Environmental Services, Inc.

Gentlemen:

Manson Construction & Engineering Co. has been very pleased with the waste disposal service provided by Ocean Blue Environmental Services, Inc. , for the past 16 months.

Manson is a ninety year old family owned, heavy marine construction company, with a fleet of tugboats, derrick barges, and associated floating marine hardware. We generate thousand of gallons of waste oil, bilge water, hydraulic oil, and coolants, along with hundreds of oil filters, fuel filters, oil and grease absorbent pads each month.

We have used some of the most well known names in the waste disposal industry, in Southern California, over the past eight years. I could write a book on excuses I have heard on why things were not done on time, or not done at all, and why we were charged for incineration costs, only to have had our waste disposed of at a land fill with a much greater future liability to Manson.

Ocean Blue Environmental has been on time every time, their service is excellent, and the price is what was quoted.

Should you have any questions please do not hesitate to contact me, at (310) 432-6918.

Sincerely:

Manson Construction & Engineering, Co.

Larry Liles

Operations Manager, So. California



**U.S. FILTER RECOVERY
SERVICES (CALIFORNIA) INC**
5375 SOUTH BOYLE AVENUE
LOS ANGELES, CA 90058

800-266-774
FACSIMILE 213-588-005

April 15, 1999

To Whom It May Concern:

The purpose of this letter is to recommend the services of Ocean Blue Environmental.

USFilter has had the opportunity to perform a variety of environmental services in conjunction with Ocean Blue over the past three years. During this time they have not only performed to expectations but have consistently provided our customers, regulatory agencies and legal representatives with technical and operational expertise at levels which resulted in *better-than-expected results*.

Some examples of our experience with Ocean Blue's work includes emergency mitigation and clean-up of an HCL acid release at an El Cajon industrial site and most recently a hazardous material spill at a manufacturing facility in San Diego. Both of these incidents involved immediate response for site assessment, site safety planning, labor and equipment mobilization, regulatory agency and legal representation communications and reporting. They were able to meet and exceed all the requirements for equipment, field testing and monitoring, logistics and labor. This saved both time and money to everyone involved.

Ocean Blue Environmental has completed and passed our subcontractor qualification-auditing program for hazardous waste emergency response services. We periodically review their compliance with our requirements and they have consistently met or exceeded them.

I will be happy to answer any additional questions you may have regarding our experience with Ocean Blue. Please feel free to contact me at (323) 277-1512.

Sincerely,
USFILTER RECOVERY SERVICES (CA), INC.



Neil Frumkin
Field Services Manager



CONNOLLY-PACIFIC CO.

CONTRACTORS

BERTH D40

1925 PIER D STREET

LONG BEACH, CALIFORNIA 90802-1089

PHONE: (562) 437-2831

FAX: (562) 435-2035

April 16, 1999

To whom it may concern,

I am writing this letter as a recommendation for Ocean Blue Environmental Services, Inc. They have always provided Connolly-Pacific Co. with excellent service. All of their work has been performed in a timely and professional manner. We recommend their services with confidence.

If you have any questions, please call Bill Meeks at (562) 437-2831.

Sincerely,
Connolly-Pacific Co.

Julie Mann
Office Manager