DEPARTMENT EXECUTE

Agreement

003413



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

FOR

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN015)

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AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

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AGREEMENT FOR

AS-NEEDED NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL

<u>(2017-AN015)</u>

THIS AGREEMENT, made and entered into this <u>13th</u> day of <u>December</u>, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Ocean Blue Environmental Services, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

<u>WITNESSETH</u>

<u>FIRST</u>: 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 August 17, 2017, hereby agrees to provide services as described in this Contract for As-Needed Non-Emergency Removal of Hazardous Material.

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, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, List of County Facilities; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$800,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on January 1, 2018, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

<u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. 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

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: The 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.

<u>NINTH</u>: The 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. The 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. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each 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 COLA will be granted. Upon approval of a COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>THIRTEENTH</u>: 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 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

Bν Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Cerele Suzu Deputy

OCEAN BLUE **ENVIRONMENTAL** SERVICES, INC. Bv Its President Type or Print Name B Its Secretary

Type or Print Name

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is attached, and not the truthfulness, accuracy, or validity of that document. State of California)	IFORNIA ALL-PURPOSE CERTIFICATE OF CKNOWLEDGMENT						
County of <u>los Angeles</u>)							
County of <u>los Angeles</u>) On <u>November 14, 2017</u> before me, <u>Wendy 7</u> personally appeared <u>Monho C. Lee & Ronald Dark</u>	Nijia, Notary Public, even insert name and title of the officer)						
who 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 persor(s)) or the entity upon behalf of which the persor(s) acted, executed the instrument.							
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	WENDY MEJIA COMM. #2122094 Notary Public - California Los Angeles County						
WITNESS my hand and official seal.	My Comm. Expires Aug. 3, 2019						
Signature	(Seal)						
Although the information in this section is not reauired by law, it could preve	OPTIONAL INFORMATION Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.						
Description of Attached Document							
	Additional Information						
The preceding Certificate of Acknowledgment is attached to a document	Method of Signer Identification						
The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of							
	Method of Signer Identification Proved to me on the basis of satisfactory evidence:						
titled/for the purpose ofAgreement,	Method of Signer Identification Proved to me on the basis of satisfactory evidence:						
titled/for the purpose of	Method of Signer Identification Proved to me on the basis of satisfactory evidence: └─○ form(s) of identification ○ credible witness(es) Notarial event is detailed in notary journal on:						
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SCOPE OF WORK

AS-NEEDED NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Adriana Flores of Operational Services Division. who may be contacted at (626) 458-7390 aflores@dpw.lacounty.gov, Monday through Thursday and alternating or Fridays, 6 a.m. to 4 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 or available dates/times. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. <u>Work Location</u>

The Contractor will provide services at County facilities and projects that are located anywhere within the County. Currently anticipated work locations are identified on Exhibit G, List of County Facilities. Facility and/or project locations may be added or removed from this Contract at the sole discretion of the County.

C. <u>Request of Work from Contractor</u>

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. <u>Contract Cost</u>

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. All services performed under this Contract will be paid in accordance with the prevailing or nonprevailing wage rates quoted in Form PW-2, Schedule of Prices, as identified by Public Works. Any equipment, tools, and materials used to perform the work for which an hourly and/or daily unit rate is not quoted in Form PW-2, Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually, thereafter, at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted in Form PW-2, Schedule of Prices, for equipment, tools, and materials. All Published Rates shall

include removal and transportation to County approved certified disposal/recycling facilities.

At no cost to the County, Contractor will provide cost estimates when requested.

E. <u>Work Description</u>

Public Works, as part of its own operations, generates and takes possession of abandoned hazardous and contaminated nonhazardous wastes, which require proper removal, identification of unknown wastes, transportation, and disposal. These materials are segregated and temporarily stored at various locations throughout the County. The Contractor will assist Public Works in the pickup, transportation, and disposal of these types of materials in compliance with all applicable Federal, State, and local legal requirements. The Contractor shall perform roundup of materials at multiple sites throughout the County every quarter and whenever requested by the Public Works Contract Manager. The materials shall be disposed of in a manner that complies with all Federal, State, County, and City laws and/or ordinances.

When an unknown material is requested to be picked up, the Contractor shall perform a laboratory test of the material and appropriately transport and dispose the material based on the test results.

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, storage tanks, facilities, or storm drains located in the County. The waste material may include and consist of contaminated soils, biohazardous materials, emulsion tanks and ammonia tanks. The removal of this waste material will be scheduled on an as-needed basis as requested by the Public Works Contract Manager.

Public Works may ask the Contractor to perform regular stormwater maintenance for County storm drain lines. Regular maintenance will include jetting of plugged lines of concrete, asphalt, calcium build-ups, etc. If requested, the Contractor will install and maintain catch basin filters of varying sizes.

Public Works also performs environmental investigations and remediations where petroleum hydrocarbon, semivolatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water are generated. These generated materials are usually impacted with nonhazardous 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. The Contractor may be required to supply the Baker tanks, roll-off bins, and other containment devices. All of these materials are to be recycled, unless unique disposal situations preclude recycling.

F. <u>Prevailing Wage and Non-Prevailing Wage Work</u>

County will identify whether a work is prevailing wage or nonprevailing wage. An example of prevailing wage work may involve clarifier maintenance or any type of work requiring alteration to a County facility.

Nonemergency work, such as the quarterly roundup of hazardous and contaminated nonhazardous wastes from County facilities may not be considered prevailing wage work. All work performed under this Contract will be paid in accordance with the prevailing or nonprevailing wage rates quoted in Form PW-2, Schedule of Prices, as identified by Public Works.

G. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 6 p.m., Monday through Friday, each week except County observed holidays at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day Martin Luther King, Jr. Day Presidents' Day Cesar Chavez Day Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day

No overtime will be paid for work performed under this contract.

H. Laboratory Testing

The Contractor shall perform laboratory testing of any hazardous materials or materials generated from environmental investigations or remediations. The laboratory testing shall be performed by a qualified California State-licensed laboratory as required by law or at the request of Public Works. The Contractor may recommend and justify laboratory testing for any hazardous materials for Contract Manager approval. Laboratory fees and disposal fees for the

materials tested by the laboratory will be paid by Public Works based on their actual cost upon receipt of invoices with receipts/dump tickets attached.

I. Disposal and Recycling Sites

Contractor is to provide Public Works Contract Manager with a list of all the disposal and/or recycling sites to be used 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 the Contract Manager.

Contractor who owns or operates the Disposal/Recycling Facility may not charge disposal fees higher than the Published Disposal/Recycling rates. The Contractor shall provide its Published Disposal/Recycling rates list at the time of proposal submission and annually thereafter at the time of Contract renewal.

Contractor will receive a 10 percent handling fee of the disposal costs of any unknown material and the containers utilized to transport the material. when actual receipts for disposal fees are provided from the disposal facility.

Contractor will <u>**not**</u> receive a 10 percent handling fee for the removal, transportation and disposal of identified material to certified disposal/recycling facilities. Public Works will pay the Contractor for the actual cost upon receipt of invoices with receipts/dump tickets attached.

J. <u>Utilities</u>

The County will not provide utilities.

K. <u>Storage Facilities</u>

The County will not provide storage facilities for the Contractor.

L. <u>Removal of Debris</u>

All debris derived from these services shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

M. Special Safety Requirements

- 1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at County's jobsites.
- 2. Contractor's staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 3. Contractor shall inspect and identify any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contract Manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any injury or death occurring on the premises, including a complete written report to the Contract Manager within 5 days following the occurrence.
- 4. Contractor shall do the following:
 - a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues on the jobsite and, if any are found, address them before work starts; if any hazards are found, the Contractor will report such conditions to the Contract Manager. If jobsite hazards pose imminent risk to the public, the Contractor shall contact 911 and notify the Contract Manager.
 - b. Emergency Response: Contractor shall call 911 when the emergency involves injury to a member of the public; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct emergency services to the injured person. If practical, secure the jobsite to restrict the public from going through the area. When needed, use appropriate signage and delineations.
 - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document any incident involving injuries to the public and shall transmit the forms to the Contract Manager within two business day or first day of the next business week. The Contract Manager will provide the report form.
 - d. Contractor shall submit a project safety plan and provide training to employees on the above provisions on a yearly basis.

- e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic Controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or when employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- 5. Confined Spaces
 - a. Should work involve confined spaces, the Contractor shall comply with the California Labor Code; Title 8, Industrial Relations; Division 1, Department of Industrial Relations; Chapter 4, Safety; Division of Industrial Safety; Subchapter 7, General Industry Safety Orders; Group 16; Control of Hazardous Substances; Article 108, Confined Spaces. Personnel will be trained with applicable California regulations.
 - Before beginning work, the Contractor shall provide Public Works with a copy of the Contractor's Injury Illness Prevention Program. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program.

N. <u>Responsibilities of the Contractor</u>

The Contractor shall:

- 1. Perform roundup of materials at multiple sites throughout the County every quarter and whenever requested by the Public Works Contract Manager. The materials shall be disposed of in a manner that complies with all Federal, State, County, and City laws and/or ordinances.
- 2. Properly dispose of any containers, as well as the waste material picked up during their material roundup. The Contractor is required to meet with the Public Works Contract Manager prior to the quarterly pickup at their own expense to schedule pickups.
- 3. Perform all as-needed requests for pickup and disposal of hazardous and/or contaminated, nonhazardous wastes within 2 business days after being notified by the Contract Manager.
- 4. Contact the Contract Manager at least 24 hours prior to pickup and provide the date and 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.

- 5. 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, at its own expense, shall perform any necessary cleaning of the County facilities and/or project jobsites and restore them to a condition acceptable to the Public Works.
- 6. Repair any damage to County facilities or project jobsites resulting from Contractor's negligence including, but not limited to, damages to pavement, fences, gates, etc.
- 7. Provide transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, if required. Hourly rate will be paid from time leaving Contractor's yard to time returning from Department facility or project.
- 8. Utilize protective clothing and equipment as required by Cal/OSHA, HAZWOPER, or other regulating agencies.
- 9. Provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials.
- 10. Perform pickup and/or packaging and disposal of hazardous and/or contaminated nonhazardous waste, including bulk soil and/or groundwater, from the indicated County facilities or project jobsites in the most efficient and environmentally safe manner possible.
- 11. Consider the type and amount of waste material to be picked up, the relative location of the facilities, and the <u>most economical method of disposal. Recycling or reuse of the material shall be the preferred method of disposal whenever economically feasible</u>.
- 12. Dispose or recycle the containers in which the hazardous waste was stored. Most hazardous waste 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.

- 13. Provide all labor and necessary equipment to perform safe confined space entries and clean clarifiers.
- 14. Provide at all times throughout this Contract, an operations Supervisor/Manager with a minimum of five years of experience in hazardous material/waste handling and possess other appropriate specialized training.
- 15. Employ a Field Chemist/Environmental Assessor to test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible.
- 16. Provide advice, assistance, and information regarding State agencies and their procedures when requested by the Public Works Contract Manager.
- 17. Ensure that its employees are trained and equipped with all the required safety equipment needed to work in confined space (storm drains) areas. Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) 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 pick up and dispose.
- 18. Pick up all nonhazardous/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.
- 19. 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 nonhazardous 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 the designated representative requesting the work.
- 20. Provide proof and certify that all required licenses, permits, and training certifications are in full effect as necessary and/or upon Public Works' request.
- 21. Not subcontract any of the work requested under this contract.

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

Public Works will be responsible for:

- 1. Providing an inventory list of the quantity and type of hazardous and/or contaminated nonhazardous materials or wastes to be removed every quarter to determine the total cost to remove, transport, and dispose of the waste materials. In most cases, Public Works will provide analytical laboratory results performed by a California State certified laboratory.
- 2. Providing an estimate of the quantity of nonhazardous or hazardous soil and/or water to be removed on an as-needed basis. Public Works will provide analytical laboratory results performed by a California State certified laboratory for this material when available.
- 3. Designating a facility representative 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 Nonhazardous Waste Work Order and Manifest.
- 5. Performing periodic inspections of the work location(s) as determined necessary or requested by the Contract Manager. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

P. <u>Additional Work Locations</u>

1. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation with an estimate of labor and materials for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid for additional work/locations at the PW-2 rates. Any equipment, tools, and materials used to perform the work for which an hourly and/or daily unit rate is not quoted in Form PW-2, Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually thereafter at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted in Form PW-2, Schedule of Prices, for equipment, tools and materials. All Published Rates shall include <u>removal and transportation</u> to County approved certified disposal/recycling facilities.

- 2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Contract Manager, the additional work/location(s) may be added to the Contract. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
- 3. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Q. <u>Project Safety Official</u>

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. 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 shut down 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.

R. <u>Types of Hazardous Waste</u>

The following is a nonexhaustive list of hazardous waste 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

-A.10-

- 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

-A.11-

A/N Nonemergency Removal of Hazardous Material 2017-AN015 16. Gas cylinders (Contents known and unknown)

S. Types of Nonhazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that may be contained in soil and water that most likely will be picked up from Public Works facilities or projects:

- 1. Gasoline, diesel, and other petroleum hydrocarbons
- 2. Volatile and semivolatile 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)

T. <u>Permits/Licenses/Certifications/Registrations</u>

Contractor shall be fully responsible for possessing and maintaining active and valid or obtaining any required permits/licenses/certifications/registration from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract including, but not limited to:

- 1. Contractor must possess all the following active and valid licenses/certifications:
 - a. Class A General Engineering Contractor's license with Hazardous Substances Removal Certification.
 - b. State of California Highway Patrol Hazardous Materials Transportation License.
 - c. State of California License to Transport Hazardous Material issued by the Department of Motor Vehicles.
 - d. Federal Environmental Protection Agency License.
 - e. Trauma Scene Waste Management Practitioner License.

- f. Medical Waste Hauler Registration License.
- g. ICS-200 OR ICS-300 Certification. ICS stands for Incident Command System.
- 2. The field Chemist/Environmental Assessor providing services under this Contract requires one of the following:
 - 1. A 4-year college degree in Chemistry/Biochemistry and a minimum 5 years of related experience in the field of Hazard Material removal and transportation.
 - 2. Forty hours certification from an accredited school in the same field along with 10 years of experience.
 - 3. A certification as a Registered Environmental Assessor (REA) and a minimum of 5 years of experience in the field of hazardous removal and transportation.
- 3. The services requested under this Contract may include both prevailing wage and non-prevailing wage work. Contractor must maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration during the entire Contract period.

U. <u>Project Safety Official</u>

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. 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 shut down 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.

V. <u>Liquidated Damages</u>

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

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay Public Works or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate the Contractor's performance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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

B. <u>Definitions</u>

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

Agreement. The written, signed accord covering the performance of the requested.

<u>Board</u>. The Board of Supervisors of 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 includes the Agreement, Exhibit A, Scope of Work (Specifications): Requirements: Exhibit Β. Service Contract General Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

<u>Contract Work or Work</u>. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

Day. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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 authorized representative(s).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

<u>Employee Leasing</u>. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

<u>Proposal</u>. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

<u>Proposer</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

<u>Subcontract</u>. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

<u>Subcontractor</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. <u>Amendments</u>

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. <u>Assignment and Delegation</u>

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.

Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. <u>Budget Reduction</u>

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. <u>Complaints</u>

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

- 1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
- 2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- 1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, B.6 AN Non-Emergency Removal of Hazardous Material 2017-AN015

ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. <u>Compliance with Civil Rights Laws</u>

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. <u>Confidentiality</u>

- 1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- I. <u>Conflict of Interest</u>
 - 1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
 - 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).
- J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County</u> <u>Employee on Reemployment List</u>

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

- 1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> <u>Enforcement</u>

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

M. <u>Contractor's Charitable Activities Compliance</u>

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

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> <u>Program</u>

- 1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 2. required by County's Child Support Compliance Program As (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Security (42 USC Section Federal Social Act 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Support Services Department Notices of Wage Child and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. <u>County's Quality Assurance Plan</u>

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

- 1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

- Q. Employment Eligibility Verification
 - 1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
 - 2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. <u>Facsimile Representations</u>

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. <u>Fair Labor Standards</u>

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

- 1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. <u>Governing Laws, Jurisdiction, and Venue</u>

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- 1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
- 3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

- 8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.
- X. <u>Nonexclusivity</u>

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. <u>No Payment for Services Provided Following Expiration/Suspension/Termination of</u> <u>Contract</u>

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

Z. <u>Notice of Delays</u>

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

AA. <u>Notice of Disputes</u>

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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).

CC. <u>Notices</u>

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Business Relations and Contracts Division 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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. <u>Publicity</u>

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

- 1. Contractor shall develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. <u>Public Records Act</u>

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books. and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract: as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. <u>Record Retention and Inspection/Audit Settlement</u>

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract.

GG. <u>Recycled-Content Paper Products</u>

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State,

local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- 2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

- B.18 - AN Non-Emergency Removal of Hazardous Material 2017-AN015

- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Contracts & Business Affairs Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
- 8. Employee Leasing is prohibited.
- JJ. <u>Validity</u>

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. <u>Waiver</u>

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

- 1. 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 Contractor for the purpose of securing business.
- 2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from

amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. <u>Time Off for Voting</u>

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. <u>Compliance with County's Zero Tolerance Human Trafficking</u>

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

TERMINATIONS/SUSPENSIONS

A. <u>Termination/Suspension for Breach of Warranty to Maintain Compliance with</u> <u>County's Child Support Compliance Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend Contract or terminate this pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. <u>Termination/Suspension for Convenience</u>

- 1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
- 3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

- C. <u>Termination/Suspension for Default</u>
 - 1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
 - 2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
 - Except with respect to defaults of any Subcontractor, Contractor shall not 3. costs liable for anv excess of the type identified be in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- 4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
- 5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. <u>Termination/Suspension for Improper Consideration</u>

- 1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. <u>Termination/Suspension for Insolvency</u>

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. <u>Termination/Suspension for Nonappropriation of Funds</u>

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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.

B. <u>Cooperation</u>

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

C. <u>Cooperation and Collateral Work</u>

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.

D. 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 Contractor.

E. <u>Gratuitous Work</u>

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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. 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.

G. <u>Labor</u>

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 or providing services.

H. Labor Law Compliance

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 including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. <u>Overtime</u>

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 and in accordance with Labor Code, Section 1815 et seq.

J. <u>Permits/Licenses</u>

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. <u>Prohibition Against Use of Child Labor</u>

- 1. Contractor shall:
 - a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
- 2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. <u>Public Convenience</u>

Contractor shall 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.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. <u>Quantities of Work</u>

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

P. <u>Safety Requirements</u>

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

Q. <u>Storage of Material and Equipment</u>

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. <u>Transportation</u>

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. <u>Work Area Controls</u>

- Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
- 2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. <u>County Contract Database/CARD</u>

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

- 1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. <u>Workplace Safety Indemnification</u>

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

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 Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. <u>General Insurance Requirements</u>

- 1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
- 2. <u>Evidence of Coverage and Notice to County</u>: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Public Works Business Affairs and Contracts Division P.O. Box 1460 Alhambra, California 91802-1460 Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. <u>Additional Insured Status and Scope of Coverage</u>: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. <u>Cancellation of or Changes in Insurance</u>: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. <u>Failure to Maintain Insurance</u>: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings</u>: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage:</u> If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 13. <u>Separation of Insureds</u>: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

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

F. Insurance Coverage Requirements

1. <u>Commercial General Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 2. <u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements. which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- 4. <u>Pollution Liability Insurance</u>: Such insurance shall cover liability arising from the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the

Automobile Liability Insurance indicated above for removal of pollutants from worksite. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

5. <u>Environmental Impairment Liability</u> 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.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. <u>Responsible Contractor</u>

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

B. <u>Chapter 2.202 of the County Code</u>

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County.

C. <u>Nonresponsible Contractor</u>

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

D. <u>Contractor Hearing Board</u>

- 1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms shall also apply to Subcontractors of County contractors.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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. <u>Written Employee Jury Service Policy</u>

- 1. Unless Contractor has demonstrated to County's satisfaction either that "Contractor" Contractor is not а as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> <u>Baby Law</u>

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at <u>www.babysafela.org</u>.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor 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 the amount of not more than 10 percent of the amount of this Contract.
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this Contract.
 - 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 to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference (DVBE) Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. 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 DVBE.
- C. 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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:
 - a. 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.
 - b. 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.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. <u>Termination for Breach of Warranty of Compliance with County's Defaulted</u> <u>Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, graphics, text. videos, advertising, diagrams. maps. images. software. source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. <u>Acknowledgement/Attribution</u>

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

PREVAILING WAGES

A. <u>Prevailing Wages</u>

The services provided in this Contract consists of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. <u>Work Records</u>

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. <u>Posting of Prevailing Wage Rates</u>

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office 320 W. Fourth Street, Suite 450 Los Angeles, CA 90013 (213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <u>www.dir.ca.gov/dlse/PublicWorks.html</u>."

D. <u>Certified Payroll Records</u>

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. <u>Subcontractor</u>

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section,

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

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Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

• The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.

• A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

• Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

• Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at <u>www.irs.gov/formspubs</u>. Or you can go to <u>www.irs.gov/orderforms</u> to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

> Notice **1015** (Rev. 12-2016) Cat. No. 20599I

Safely Surrendered Baby Law

Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

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



EXHIBIT D

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



What is the Safely Surrendered Baby Law? California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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



EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 1/1 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Sí el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following Contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a State or Federal Contract;
 - 4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

- 12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
- A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
- 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 - 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
 Fines by Regulatory and Governmental Agencies 	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Special Reports As-Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
 Contractor's Employee Criminal Background Investigation 	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	
	is not certified shall be immediately removed.			
 Employees Well Oriented To Job 	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
				□N/A	
6.	Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. Sl	JPERVISOR/MANAGERS				
1.	Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
2.	Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4.	Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	□Yes □No □N/A	
5.	Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6.	Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	□Yes □No □N/A	
7.	Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CO	ONTRACT ADMINSTRATION				
1.	Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
2.	Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
3.	License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
4.	Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	□Yes □No □N/A	

LIST OF COUNTY 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>	Address	<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

<u>Name</u>	Address	<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

Name	Address	<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 & Reserv	2600 Big Dalton Cyn Rd.	Glendora
Cogswell Dam & Reserv	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

<u>Name</u>	Address	City
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

Name	Address	<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

<u>Name</u>	<u>Address</u>	City
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 2	B 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	9 4600 Irwindale Ave.	Irwindale
Puddingstone Dam & Reservoi	r 1000 Block San Dimas Ave.	San Dimas

<u>Name</u>	Address	<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 Cent Pump Station	re 28550 Commerce Centre Dr.	Valencia
Lancaster J8/Division Storage Are	43205 N. Division St.	Lancaster

Used Oil Recycling Centers

<u>Name</u>	Address	<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



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

Sealed Proposal for:

Request for Proposals for As-Needed Non-Emergency Removal of Hazardous Material (2017-AN015)

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

Due Date: August 10, 2017 @ 5:30 pm



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

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Tab 1



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

August 8, 2017

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

RE: Ocean Blue proposal for As-Needed Non-Emergency Removal of Hazardous Material (2017-AN015)

Dear Mr. Jairo Flores & Ms. Jessica Dunn,

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 the Informational Update #1 released on August 7.

As the current contractor, we fully understand the work to be accomplished located in Exhibit A. For the last 20 years Ocean Blue continuously fulfilled your scope of work with speed & professionalism. We strongly encourage you to contact any of our clientele in regards to our services.

The following individuals are authorized to make representations for Ocean Blue. They can be reached at our main facility: 925 West Esther St. Long Beach CA.

Name	Title	Office	Mobile	Email
Maria Lee	CEO/Chair	562.624.4120	562.673.5549	<u>mtaesoo@yahoo.com</u>
Ron Dare	Pres./Sec.	562.624.4120	562.755.0556	rondare@ocean-blue.com
Moonho Lee	VP/CFO	562.624.4120	562.755.2297	<u>moonholee@ocean-blue.com</u>
Justin Lee	Treasurer	562.624.4120	310.357.7800	<u>jlee@ocean-blue.com</u>

Since 1995 I have been the single source contact for this contract. If awarded, I will continue to be the main point of contact. Lastly, we would like to mention our special relationship with the County. For us the County is more than a customer; the County was one of the first major contracts awarded to Ocean Blue and we will always remember this.

Yours Truly,

C Lon

Moonho Lee CFO Ocean Blue Environmental Services Inc.

Tab 2



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

Support Documents for Corporations

The following pages include a copy of our:

- Certificate of Good Standing with the State of California
- Most recent Statement of Domestic Stock Corporation with the California Secretary of State
- Most recent Statement of Information

1.

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

FILE NUMBER: FORMATION DATE: TYPE: JURISDICTION: STATUS: C1747150 07/07/1994 DOMESTIC CORPORATION CALIFORNIA ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 10, 2017.

ALEX PADILLA Secretary of State

NP-25 (REV 01/2015)

NSS



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

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

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

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9/13/16

Secretary of State Business Programs Devision Statement of Information P.O. Box 944230, Sacramento, CA 94244-2300

RE Additional Officers.

To the office of the Secretary of state:

Below is (T) additional officer to be added to our Statement of information filed 9/13/16.

ERFASURER

NAME JUSTIN LEE ADDRESS: 729 AVENUE A CITY: REDONDO BEACH STATE: CA ZIP CODE: 90277

DATE 9/13/16 NAME OF PERSON COMPLETING FORM: MOONHO LEE TITLE: C.F.O SIGNATURE

QC La

Tab 3



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

EXPERIENCE



ТАВ 3-а



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BACKGROUND





Background

Ocean Blue started in 1994 in Long Beach, California as a full service Haz-Mat emergency response to primarily serve government entities. In 1998 we opened an office a San Diego office to support the Port of San Diego, San Diego Airport and City of San Diego.

We feel we have the most experienced team of Hazardous Waste Contractors in Southern California. All Ocean Blue personnel are trained, experienced and fully equipped to perform all tasks within this scope of work. Within our Long Beach office our project Managers—Ron Dare, Ed Acosta and Ed Long—each have 30+ years of experience. As a 24/7 Haz-Mat company in such a regulated industry, without a single environmental violation, our track record speaks for itself.

Ocean Blue does not own, nor is affiliated with, any TSDF/Recycler. We strongly believe a full-service environmental firm should not own a TSDF/Recycler. The ability to freely choose TSDF/Recycler disposal methods is essential to determine the most cost-effective, innovative way of disposing waste. Unlike other contractors we are free to shop for the most desirable disposal method for County waste.

To ensure compliance with all applicable state & federal regulations, Ocean Blue regularly audits every TSDF/Recycler we send waste to. We are well aware that some Southern Californian TSDFs were problematic, shut down and became government superfund sites. We want you to know and servicing the County since 1995, we have never taken any County, or any Client's, waste to these superfund sites. Some of our clientele include:



L.A. Co. Department of Public Works – Emergency Spill Response	1995-Present
L.A. Co. Department of Public Works-Hazmat & Waste Mgmt, Single Source	1995-Present
Port of Los Angeles – Hazmat ER & Waste Management	1998-Present
Port of Long Beach – Hazmat ER & Waste Management	1998-Present
US Coast Guard - Hazmat ER & Waste Management, Single Source	1996-Present
Cal Trans – Hazmat ER	1995-Present
City of Long Beach – Hazmat ER & Waste Management, Single Source	1998-Present



Ocean Blue Services Provided

Emergency Response

Every day on average in the Southern California area, Ocean Blue responds to four emergency HAZMAT situations. We are one of the most experienced & well-equipped emergency responders. Our personnel are experienced in responding to spills on both land & water. Through the utilization of the



most modern emergency response equipment and highly trained personnel, Ocean Blue responds quickly & professionally to wide variety of emergency and non-emergency spill situations.

Ocean Blue is known for fast and exemplary service. Clientele simply make one phone call to our dispatcher, and we respond with a Supervisor & crew within (30) minutes, to any situation, on land or water, 24 hours a day, seven days a week.

Most abandoned waste removals on County roads were performed in less than 4 hours. Although all of our responses are called out by the County, Ocean Blue makes every attempt to charge the responsible party (RP) for the cleanups. As previous contract administrators for this contract can confirm, we are very successful in this because Ocean Blue has good working relationships with large insurance carriers. Ocean Blue is the preferred contractor for Federated insurance, Liberty Mutual, Nationwide insurance, XL insurance, Energi insurance, and have worked directly for AIG & Zurich.



*Our fleet of dedicated 1st responder Supervisor trucks. At any given time, these trucks are in the LA area responding to spills/jobs. These are all personal trucks that supervisors take home.

LONG BEACH





When there's a spill, we understand time is of the essence. We also understand initial containment is critical to spill cleanup. To ensure we are always ready to respond, our workforce employs the most 1st-responder supervisors in Southern California. All supervisors drive their own utility trucks, which they take home. Supervisors will respond directly to the spill site, not via Ocean Blue's yard. All our supervisors carry sandbags, sorbent materials, brooms and shovels to assist in containing the spill. All managerial resumes can be found in the resume section.

All of Ocean Blue's field staff is trained & HAZWOPER certified. In addition we require the following training:

- Annual 8-Hour refresher course
- Confined Space Training

- Blood Pathogens Training Awareness
- CPR & Basic First Aid Training



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 & 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 **d**angerous to life and health.

Unidentified Waste

Ocean Blue has field chemist to categorize unknown liquid/solids—in the field—at a moment's notice. Once categorized we then package & Transport the waste to a local TSDF. We own, self-calibrate and maintain different types of direct reading instruments, many of which are difficult to obtain during an emergency. These instruments include:



- Mercury vapor analyzers,
- Ammonia vapor analyzers,
- Four gas meters
- Intrinsically safe personnel monitors
- PID meters
- Hydrogen Sulfide Monitors
- OVA Monitors

With these instruments readily available, we can ensure a timely response. Furthermore, clients save money by not using outside laboratories (with high 24-hour turn around surcharges). Ocean Blue also identifies unknown substances with the proven Hazcat Method—all of our Emergency Response Units contain a multi-step Hazardous Categorization Kit.

We can provide onsite laboratory analysis for VOC's for any sized soil excavation job. Having onsite lab services allows us to directly load the contaminated soil onto our trucks. This eliminates any need to stock-pile/maintain contaminated soil. Ocean Blue also maintains an 1166 Permit from South Coast Air Quality Management District to excavate contaminated soils from various sites. Our permit allows us to further expedite emergency clean ups where soil excavation is required.

Types of Waste

Ocean Blue is fully licensed, certified and trained to categorize hazardous wastes. Once the waste is categorized, we then package & transport the waste to a disposal facility. Some of the wastes we manage include:

- o Asbestos
- Crude oil
- o Fuels, mineral oil, gasoline, diesel
- Acids & Alkalines
- o Ammonia solutions
- o Polychlorinated Biphenyl's (PCB)
- o Mercury

- o Lead
- o Ferric Chloride
- o Chlorine
- o Waste tires
- o Treated wood
- o Bio-hazard waste
- o Sewage and other regulated wastes

Trauma Scene Cleanup

Blood spills and trauma scenes are every day occurrences for Ocean Blue. We work with Sheriff's departments and law enforcement agencies to block off trauma scenes from the general public. From sanitizing, to paperwork, to transportation, to decontamination, to disposal, Ocean Blue is your turn key company for trauma scene cleanups. We are fast, efficient, discrete and cost effective. We service the City of Long Beach, Anaheim, Westminster, Orange County, Cal Trans all with 24/7 trauma scene cleanup





services. Our teams know to preserve potential evidence—bullets & crime paraphernalia. We will be on alert to pick up & report any suspected evidence material.

Homeless Encampments



Since the 2008 housing crisis, Southern California has had a surge in homeless encampments. Because of our specialty in handling hazardous wastes—bio hazardous, oils, acids, aerosols—we now perform homeless encampment cleanups for some of the largest government agencies in Southern California. We hold homeless encampment cleanup contracts for:

- Los Angeles Department of Public Works
- Port of Los Angeles
- Port of Long Beach
- City of Downey

- Orange County Public Works
- Caltrans
- City of Long Beach
- City of Cerritos



Stormwater Management

Our clients always needed basic Stormwater services—whether hydro-jetting a line, or cleaning a catch basin—and we would provide them. But within the last decade Stormwater regulation has become significantly more stringent. Our clients now needed a full service Stormwater company to meet their operational needs. In an effort to better serve our clients, Ocean Blue invested & grew our Stormwater division.



Now when clients need 33,000 feet of storm drain hydro-jetted, or 1,000 catch basins inspected & cleaned, or they need their 32 Hydrodynamic separators serviced regularly, Ocean Blue can provide these services at the same high level of professionalism you expect. Not only do we now provide Stormwater services to our current clientele, we also have gained & held new municipal contracts *specifically for Stormwater Management*.





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

Waste Management

For the last (18) years, large Californian waste generators trusted Ocean Blue for their waste management. We understand the long term liabilities & risks associated with waste handling, packaging, transportation, storage, recycling and disposal of hazardous and non-hazardous waste. Our trusting relationships are what set us apart from competitors.

Since 1994, we have been a registered hazardous waste hauler. Our Industry is one of the most regulated industries in the United States. Strict law & stiff penalties are assessed from site inspections. Unfortunately, willful





violations are high in this industry. However, Ocean Blue has never been in violation of DTSC, EPA, OSHA, Department of Homeland Security or any other regulatory agencies regulations. We encourage you to verify our status at: <u>www.dtsc.ca.gov/enforcementorders.cfm</u>. We tailor different waste management programs to our client's needs; they often include:

- 90-day self-generated waste management
- Waste identification & analysis
- Sampling and analysis
- Waste consolidation
- Lab packing services

- Waste tire removal
- Waste minimization programs
- Computerized manifesting & waste tracking
- Transportation
- Disposal/recycling options





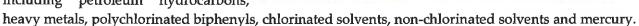
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Remediation

Ocean Blue has extensive experience in the direct implementation of various programs and regularly provides the following methods of remediation.

- Dig & haul
- Internal Combustion units
- Thermal oxidizing units

We use both traditional remediation methods and innovative techniques to remove various contaminants including petroleum hydrocarbons,



Transportation

We own & operate a fleet of green 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. Our fleet include the following types:

- Emergency Response Units
- Vacuum Trucks
- Box Vans
- Roll-off Trucks

- Flat beds
- Stake-bed Trucks
- Utility Trucks
- Ocean Blue is license, permitted and insured to transport the following waste:
 - Solid & liquid hazardous waste
 - Medical & Biological waste
 - Waste tires.

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.

LONG BEACH

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Demolition

Ocean Blue provides full demolition & 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 & 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 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 & clarifier cleaning

Disposal

Our income is derived from providing excellent service to our clients *not* from disposal fees. We are not owned by, nor own a TSDF, and do not have any agreement with any TSDF to exclusively deliver waste to. Because we are not limited to any specific TSDF, we can help our clients choose the best disposal or recycling facilities for their needs. In choosing an appropriate TSDF, we considers the following:

- Client's disposal requirements
- Disposal facility compliance &
 - financial stability

- Disposal methods offered
- Facility inspection & audit results
- Pricing

Ocean Blue will always recommend 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 arguable 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 and sized labpack project. All drums are accurately inventories 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.



Pressure washing & steam cleaning

We are very experienced in pressure washing: our specialized units use a low-volume, high-pressure system with specific rotating ceramic tips. Our specialized units decontaminate efficiently (less water), therefore reducing the amount of hazardous waste generated.

For large projects, our newest industrial vacuum is equipped with a pressure washer/ steam cleaner. This unit is capable of pressure washing and vacuuming up its own water (used for pressure washing). Again, specialized equipment like these add value to the Client by reducing overall labor/equipment costs. In our yard, we maintain 10 pressure washers ready for immediate dispatch 24/7.





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Recently we decontaminated a ship's cargo bay after a crane operator dropped two 20 yd. containers full of Palm oil. The containers dramatically fell 100+ ft. from the top deck to the bottom cargo bay. The containers lost over 7,000 gallons and entailed a very large cleanup (in addition to the cleaning the remaining containers in the bay). We worked continuously for 16 hours to complete this job. Time is of the essence when container ships are emptied, cleaned and decontaminated—it is imperative that ships leave as soon as possible to continue regular Port operations.

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 shilled, well-trained company is at your call to simplify the process and 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



Disposal & Transportation

We maintain our own hazardous waste transportation fleet with strict operational standards. Our fleet has a "good rating factor" with the California Highway Patrol & the Department of Transportation. Our clientele have a "peace of mind" knowing their waste is properly stored, transported and recycled/disposed within regulation time limits.

Over the years, the California Department of Toxic Substance Control closed many well-known hazardous waste disposal sites that later became EPA Superfund sites. Ocean Blue is very careful about inspecting every Treatment, Storage and Disposal facility (TSDF), and never sent any clientgenerated waste to these facilities. Although many fully-permitted TSDFs are based in Southern California, Ocean Blue maintains a preferred TSDF list, eliminating those with liability risks and questionable operating standards. Ocean Blue provides the most current computerized Hazardous Waste Tracking system. This system allows the client to track waste streams, profiles and quantities. This information helps the client in its State of California biennial reporting requirements, or in its Board of Equalization estimated taxes for hazardous waste generated.

Since the 2008 housing crisis, Southern California has had a surge in homeless encampments. Because of our specialty in handling hazardous wastes—bio hazardous, oils, acids, aerosols—we now perform homeless encampment cleanups for some of the largest government agencies in Southern California. We currently perform homeless encampment cleanups for:



TAB 3-b



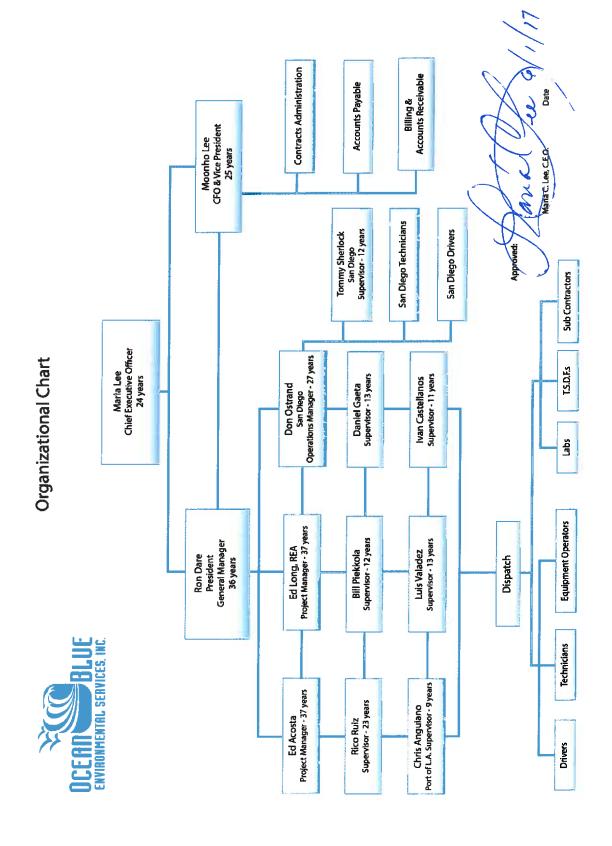
Ph: (562) 624-4120 Fx: (562) 624-4127

Organization



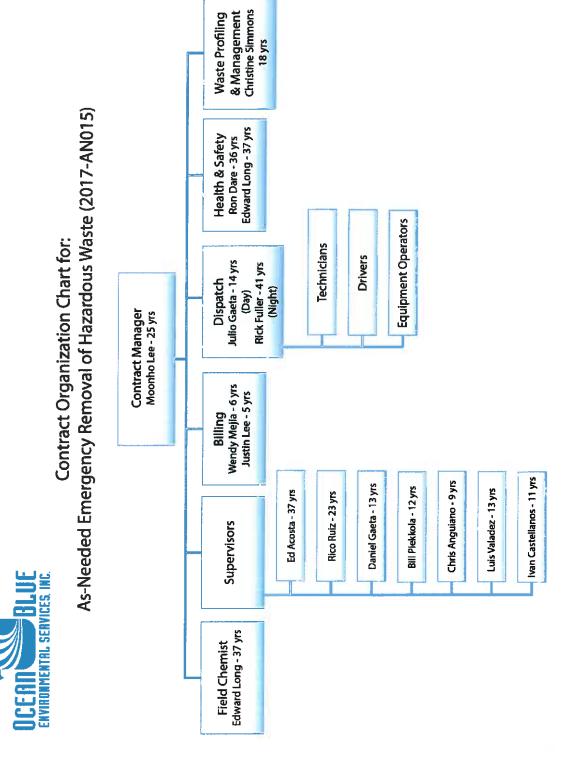


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Ph: (562) 624-4120 Fx: (562) 624-4127



LONG BEACH



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ТАВ 3-с



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

Resumes



EDWARD A. LONG

R.E.A. Chemist Project Manager

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

Responsible for various hazardous waste contracts, including coordination of supervisors, technicians and subcontractors on-site remediation, waste management, decontamination, emergency response and demolition projects. Supervise homeless encampment cleanup for Los Angeles Department of Public Works & City of Long Beach. Specialized in identifying (using haz-cat procedures) unknown chemicals and chemical packaging services. 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



RON G. DARE

General Manager

<u>Project Manager / President / General Manager, Ocean Blue Environmental Services, Inc.</u> (1997 - present)

As the president and general manager, responsible for the operations of the company. Oversee for various hazardous waste contracts, which entails coordination of supervisors and technicians on site, homeless encampment cleanup, remediation, emergency response, waste management, decontamination, and demolition projects.

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
Driver Function Specific Training
Excavation Training
24-Hour Hazardous Material Technician
Mold Inspection, Testing and Abatement
Controlled Substance and Alcohol Testing
Training for Supervisors





EDMUND E. ACOSTA

Project Manager

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

Emergency response for flooding, HAZMAT and underground spills 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. Supervise homeless encampment cleanups for Port of Long Beach & Caltrans. 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





BILL T. PIEKKOLA

Supervisor, REA I

Supervisor, Ocean Blue Environmental Services, Inc. (2005 - present)

Responsible for various hazardous waste contracts, including coordination of lead technicians, technicians and subcontractors. Projects include homeless encampments, on-site remediation, emergency response, waste management, decontamination and demolition. Other emergency response tasks include Bio-hazard cleanup and Asbestos oversight. Identify unknown chemicals using haz-cat procedures and chemical packaging. Supervise homeless encampment cleanups for City of Cerritos and City of Glendale. Perform job-walks, prepare estimates and bids, and job costing

As a certified safety instructor, provide safety training to all field personnel on CPR, First Aid, Basic Life Support, Blood borne Pathogen.

CERTIFICATIONS AND TRAINING

Registered Environmental Assessor REA I 30381 HAZWOPER 40-Hour Course OSHA 10-Hour Course HAZWOPER 8-Hour Refreshers Hazardous Materials Transportation Skills EMS Safety Services Blood borne Pathogens Certified Instructor EMS Safety Services AED, CPR and Basic First Aid Certified Instructor EMS First Aid and CPR Training and Basic Life Support Courses EMS Blood borne Pathogens Course Supervisor Training Confined Space Entry Qualified Person ASAP Drug Solutions DER Training for LACC & DOT Texas A & M Pacific Spill Control School Certification RKI Instruments Training Certification REA Systems Instruments Training Certification





RICO D. RUIZ

Supervisor

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

Responsible for various hazardous waste contracts, including coordination of lead technicians, technicians and subcontractors. Projects include homeless encampments, on-site remediation, emergency response, waste management, decontamination and demolition. Supervises vault cleanings and Hazmat maintenance for San Diego's Solar Turbine contract. Other emergency response tasks include clandestine drug lab cleanup. Identify unknown chemicals using haz-cat procedures and chemical packaging. Perform job-walks, prepare estimates and bids, and job costing

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





DANIEL GAETA

Supervisor

Supervisor, Ocean Blue Environmental Services, Inc. (2006- present)

Responsible for various hazardous waste contracts, including coordination of Lead technicians, technicians and subcontractors. Projects include homeless encampments, on-site remediation, emergency response, waste management, decontamination and demolition. Identify unknown chemicals using haz-cat procedures and chemical packaging. Perform job-walks, prepare estimates and bids, and job costing

Lead Technician, Ocean Blue Environmental, Inc. (2004-2006)

Coordinated and supervised technicians on projects for a variety of contracts. Projects included on-site remediation, emergency response waste management, decontamination and demolition. Additional 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 Asbestos and Hazardous Materials Handling Course Hazardous Materials Transportation Skills First Response Training EMS Safety Blood borne Pathogens Certification EMS Safety First Aid and CPR Training and Basic Life Support Courses Confined Space Entry Qualified Person





CHRIS ANGUIANO

Project Manager

Project Manager, Ocean Blue Environmental Services, Inc. (2014 - present)

Storm water management: oversees various catch basin inspection/cleaning projects all over California. Storm water hydrojetting to remove sediment/trash from lines. Maintenance of hydrodynamic separators. Installation/repair of CPS/ARS units. Pump station maintenance, storm water stenciling, CCTV inspections, and Contech filter maintenance/media-exchange. Emergency call-out for flooding & HAZMAT response. Installed large-scale storm water filtration device for the Port of Los Angeles. Oversees storm water projects for the Los Angeles County Department of Public Works, San Diego County, City of Santa Ana, Port of Los Angeles, Port of Long Beach, City of Camarillo and the City of Perris.

Supervisor, United Storm Water, Inc. (2010 - 2013)

Supervised the City of Long Beach project; catch basin cleaning, channel maintenance, hydrodynamic separator pumping. First responder for on-site flooding & emergency HAZMAT. Operated Jetter/Vactor & Super sucker. Also supervised projects for Huntington Beach, Dana Point Newport Beach, Target, Metropolitan Water District, San Francisco Estuary Partnership Program, City of Fremont, City of Perris City of Union City, and Contra Costa County. Performed all tasks within this RFP's scope of work *for the City of Long Beach*.

Lead Technician, United Storm Water, Inc. (2001 - 2010)

Labor for Storm Water division. Received task orders to clean catch basins, pump stations, hydrodynamic separators, storm water channels and Contech filters. Reported to respective supervisor to meet strict project deadlines. Performed all tasks within this RFP's scope of work *for the City of Long Beach*.

CERTIFICATIONS AND TRAINING

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





IVAN CASTELLANOS

Supervisor

Supervisor, Ocean Blue Environmental Services, Inc. (2017- present)

Responsible for various hazardous waste emergency response, including coordination of Lead technicians, technicians and subcontractors. Projects include on-site remediation, emergency response, waste management, decontamination and demolition. Identify unknown chemicals using haz-cat procedures and chemical packaging. Perform job-walks, prepare estimates and bids, and job costing, Is direct contact for BNSF Railways, and the United States Coast Guard.

Lead Technician, Ocean Blue Environmental, Inc. (2012-2016)

Coordinated & supervised technicians on projects for a variety of contracts. Projects included on-site remediation, emergency response waste management, decontamination and demolition. Additional duties included packing, labeling, manifesting and transporting waste to Treatment, Storage and Disposal Facilities.

Technician, Ocean Blue Environmental, Inc. (2006-2012)

Emergency Responder. On call.1st responder for Hazardous Material responses.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course HAZWOPER 8-Hour Refreshers Asbestos and Hazardous Materials Handling Course Hazardous Materials Transportation Skills First Response Training EMS Safety Blood borne Pathogens Certification EMS Safety First Aid and CPR Training and Basic Life Support Courses Confined Space Entry Qualified Person



LUIS VALADEZ

Supervisor

Supervisor, Ocean Blue Environmental Services, Inc. (2017- present)

Responsible for various hazardous waste emergency response, including coordination of Lead technicians, technicians and subcontractors. Projects include on-site remediation, emergency response, waste management, decontamination and demolition. Identify unknown chemicals using haz-cat procedures and chemical packaging. Perform job-walks, prepare estimates and bids, and job costing. Is responsible for Los Angeles County Homeless encampment cleanups, and is the direct liaison for the City of Covina.

Lead Technician, Ocean Blue Environmental, Inc. (2011-2016)

Coordinated & supervised technicians on projects for a variety of contracts. Projects included on-site remediation, emergency response waste management, decontamination and demolition. Additional duties included packing, labeling, manifesting and transporting waste to Treatment, Storage and Disposal Facilities.

Technician, Ocean Blue Environmental, Inc. (2004-2010)

Emergency Responder. On call.1st responder for Hazardous Material responses.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course HAZWOPER 8-Hour Refreshers Asbestos and Hazardous Materials Handling Course Hazardous Materials Transportation Skills First Response Training EMS Safety Blood borne Pathogens Certification EMS Safety First Aid and CPR Training and Basic Life Support Courses Confined Space Entry Qualified Person

LONG BEACH

SAN DIEGO



MOONHO C. LEE

<u>Chief Financial Officer and Vice President</u>, Ocean Blue Environmental Services, Inc. (1994 - present)

As the CFO, is responsible for all aspects of finance and accounting, including long-range financing. Responsible for oversight of contracts administration, bids, invoicing and proposals. LEED Certified Green Associate

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

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

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

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

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

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

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

EDUCATION

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





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

LONG BEACH

🕨 SAN DIEGO 🔶



JUSTIN LEE

Director of Administration

Director, Ocean Blue Environmental Services, Inc. (2012-present)

Responsible for various hazardous waste contract assembly, billing, human resources and finances. Tasks further include coordination of supervisors, technicians and subcontractors, on-site remediation, waste management, decontamination & emergency response projects. Perform job walks, prepare estimates and bids.

CERTIFICATIONS AND TRAINING

EMS Safety Services, Blood borne Pathogens Training and Awareness Trauma Scene Waste Practitioner First Response Training HAZWOPER 40-Hour Course HAZWOPER 8-Hour Refreshers Confined Space Entry Qualified Person Hazardous Waste Generator Course Hazcat Identification Incident Command Systems 100 Incident Command Systems 200 Incident Command Systems 300 Incident Command Systems 700

EDUCATION

Pitzer College, Claremont CA; Bachelor's Degree. 2011 Major: Economics & Environmental Studies.





DONALD K. OSTRAND

Project Manager

District 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 & 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 HAZWOPER 8-Hour Refreshers First Response Training Supervisor Training Confined Space Entry Qualified Person Course Preventing Disease Transmission Class (Red Cross)





THOMAS SHERLOCK

Supervisor

Supervisor, Ocean Blue Environmental Services Inc. (July 2005-Present)

Oversees field operations for Ocean Blue's San Diego clients. His responsibilities are project personnel, equipment and material scheduling. Emergency Response, site remediation, waste management and client interface. The preparation of profiles, manifesting and container labels for waste pickups. Tom has daily interface with Ocean Blue clients at the San Diego Unified School District, The City of San Diego, The San Diego Unified Port District and the San Diego County Regional Airport Authority.

Laborer, CDM Concrete Construction (May 2005-July 2005)

Gained experience in construction related fields including demolition, remodel, and, project setup.

CERTIFICATIONS AND TRAINING

HAZWOPER 40 – Hour Course HAZWOPER 8 – Hour Refresher CPR / First Aid Certified Confined Space Entry Trained Hazardous Materials Transporters License Field Haz-Cat – Trained



JULIO GAETA

DAY DISPATCHER

Dispatch, Ocean Blue Environmental Services, Inc. (2003- present)

All jobs start in the dispatch office with communications from supervisors, technicians and drivers. Provides support to project managers & supervisors to ensure all personnel, equipment, materials and subcontractors arrive to the correct job site. Job completion also ends in the dispatch office from ensuring all disposal is properly disposed of in the time frame allowable by state & federal regulations.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course HAZWOPER 8-Hour Refreshers Asbestos and Hazardous Materials Handling Course Hazardous Materials Transportation Skills First Response Training EMS Safety Blood borne Pathogens Certification EMS Safety First Aid and CPR Training and Basic Life Support Courses Confined Space Entry Qualified Person





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

RICK FULLER

NIGHT DISPATCHER

Dispatch, Ocean Blue Environmental Services, Inc. (2008- present)

All jobs start in the dispatch office with communications from supervisors, technicians and drivers. Provides support to project managers & supervisors to ensure all personnel, equipment, materials and subcontractors arrive to the correct job site. Job completion also ends in the dispatch office from ensuring all disposal is properly disposed of in the time frame allowable by state & federal regulations.

CERTIFICATIONS AND TRAINING

HAZWOPER 40-Hour Course HAZWOPER 8-Hour Refreshers Asbestos and Hazardous Materials Handling Course Hazardous Materials Transportation Skills First Response Training EMS Safety Blood borne Pathogens Certification EMS Safety First Aid and CPR Training and Basic Life Support Courses Confined Space Entry Qualified Person



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

Ocean Blue will not be using any subcontractors for this contract. All services will be provided using in-house personnel.

♦ LONG BEACH ♦

SAN DIEGO

TAB 3-d



925 West Esther Street Long Beach, CA 90813

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

Additional Information & Similar Services

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SAN DIEGO

ТАВ 3-е



925 West Esther Street Long Beach, CA 90813

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

Demonstration of Minimum Mandatory Requirements





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

Minimum Mandatory Requirements

Ocean Blue Environmental is a full-service environmental company that performed HazMat emergency response for the past 23 years. Tab 3A lists our major municipal & private clientele. We are a leading emergency response company; on average performing 4 HazMat spill/incident

cleanups per day. Below is our demonstration on how Ocean Blue complies with the requirements outlined in Part I, Section 1.B, "Minimum Mandatory Requirements"

1. Five years of experience for on-site operation supervisors/managers:

Ocean Blue has been founded since 1994—see attached Articles of Incorporation. And as you can see on our resumes in the previous tab, all our supervisors each have more than five years of experience in the removal & disposal of hazardous materials

- 2. Proposer must possess all of the following active & valid licenses/certifications:
 - a. Class A General Engineering Contractor's license with Hazardous Substance Removal Certification - Our license number is 709140, please Tab 7 for copies
 - b. State of California Highway Patrol Hazardous Materials Transportation License issued by the Department of Motor Vehicles Our license number is 111486, please see Tab 7 for copies
 - c. State of California License to Transport Hazardous Material issued by the Department of Motor Vehicles - Our license number is CA-0119128, please see Tab 7 for copies
 - d. Federal Environmental Protection Agency License Our license number is CAD983608258, please see Tab 7 for copies
 - e. Trauma Scene Waste Management Practitioner License Our license number is TW-066, please see Tab 7 for copies
 - *f.* Medical Waste Hauler Registration License Our license number is 3354, please see Tab
 7 for copies
 - g. ICS-200 OR ICS-300 Certification Ron Dare has completed certification ICS-100, ICS-200, and ICS 300. Edmund Acosta and Justin Lee have each completed certifications ICS-100, ICS -200, ICS -300, and ICS- 700. Please see Tab 7 attached ICS Certs.
- 3. All Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Emergency Response (HAZWOPER) training and the required





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

annual HAZWOPER refresher course, as specified in 29 Code of Federal Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities:

All Ocean Blue Environmental project managers, supervisors, and workers have a minimum of 40 hours Hazardous Waste Operations and Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. Please see Tab 9, Form- PW 18 for listing of all employees and their certifications.

4. The Field Chemist/Environmental Assessor shall meet one of the following: (1) a four-year college degree in Chemistry/Biochemistry and a minimum five years of related experience in the field of Hazard Material removal and transportation, or (2) 40 hours certification from an accredited school in the same field along with ten years of experience, or (3) certification as a Registered Environmental Assessor and a minimum of five years of related experience:

Ocean Blue's Field Chemist/Environmental Assessor meets criteria #2 and #3 from above. Please see following pages in this tab for Mr. Ed Long's resume and all his certifications.

5. The Proposer's contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages. Please note that the services requested in this Contract may include both prevailing wage and non-prevailing wage work. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted:

Our Department of Industrial Relations registration number is 1000002621. A copy of our registration can be found in the following pages.

6. Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified:

Ocean Blue will not be using any subcontractors for this contract.



1747150



STOTE Of Californic SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

I, TONY MILLER, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

> IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this JUL 1 1 1994



Miller long

Acting Secretary of State

SEC/STATE FORM CE-107 (HEV. 2/94)

1747150

ARTICLE OF INCORPORATION OF OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

ENDORSED FILED in the office of the Secretary of State of the State of Collornta

FJHI 7 - 1994

ONE: The name of this corporation is <u>OCEAN BLUE ENVIRONMENTAL</u> <u>SERVICES, INC.</u>

TONY MILLER Acting Secretary of State

TWO: The purpose of this corporation is to engage in any láwful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is: Moonho C. Lee, 4913 Deeboyar Ave. Lakewood, Ca. 90712

FIVE: The names and addresses of the persons who are appointed to act as the initial directors of this corporation are:

Name	Address
Maria C. Lee	4913 Deeboyar Ave Lakewood Ca. 90712
Scott P. Tracy	4119 Colorado St. Long Beach, CA, 90184

SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

Dated: July 7, 1994

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

Dated: July 7, 1994

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an u Maria C. Lee Scott P Tracy



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

EDWARD A. LONG

R.E.A. Chemist Project Manager

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. Supervise homeless encampment cleanup for Los Angeles Department of Public Works & City of Long Beach. Specialized in identifying (using haz-cat procedures) unknown chemicals and chemical packaging services. 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

STATE OF CALIFORNY California Environmental Protection Agency

Edward A. Long

has fulfilled the requirements for registration as a

REGISTERED ENVIRONMENTAL ASSESSOR (REA)

X ames M. Strock 2

California Environmental Protection Agency Secretary for Environmental Protection

California Environmental Protection Agency Kirk C. Oliver, Senior Attorney

Date: October 1991

REA Number: REA-03446



This is to certify that

EDWARD A. LONG

has satisfactorily completed a course in

Auzardaus Materials: Aandling and Disposal

on this day of

APRIL 26, 1991



Executive Direct, " Institute of Safety and Systems Management

Direptor, University Extension Services California State University, Long Beach **Environmental Auditing University Extension Services** Certificate Program Spring 1991 has successfully completed the Edward Long certifies that THE REAL PROPERTY OF AND BEAK D Dean, University Extension Services



INSTITUTE OF SAFETY AND SYSTEMS MANAGEMENT

This is to certify that

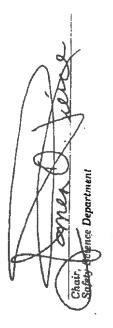
EDWARD A. LONG

has satisfactorily completed a course in

Occupational Respiratory Aratection

on this day of

APRIL 6, 1990





Executive Directory and Systems Management



This is to certify that

Edward L. Long

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

Location of Workshop

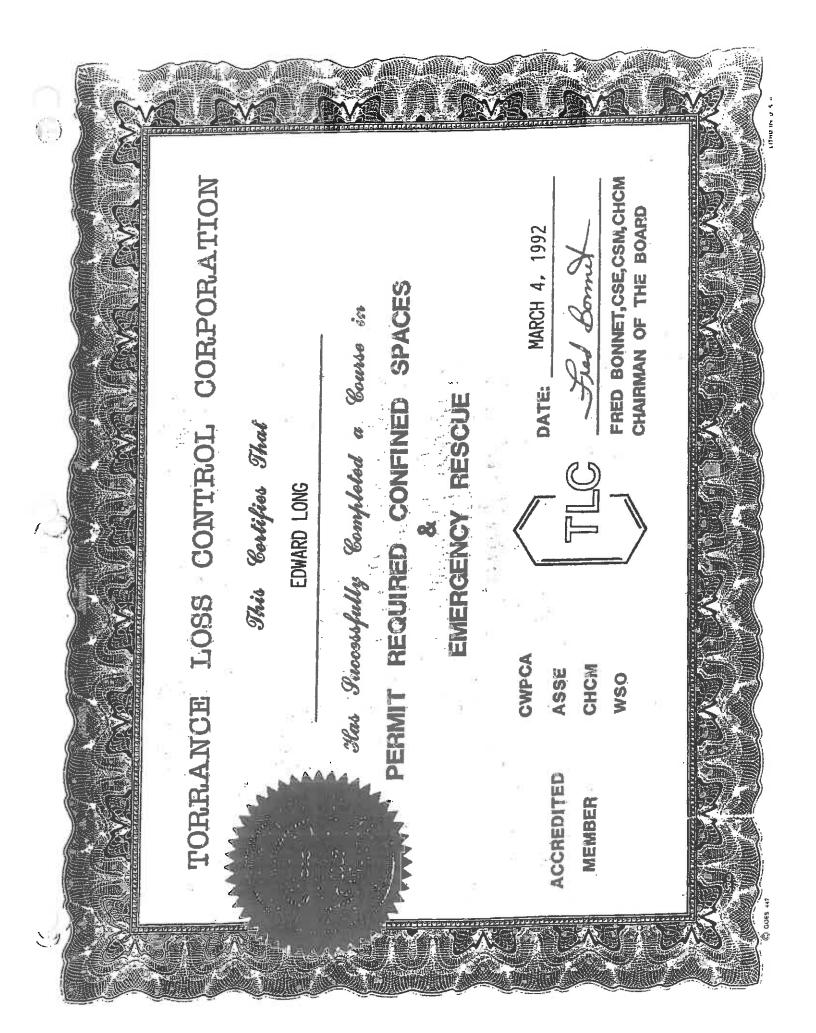
North Hollywood, California

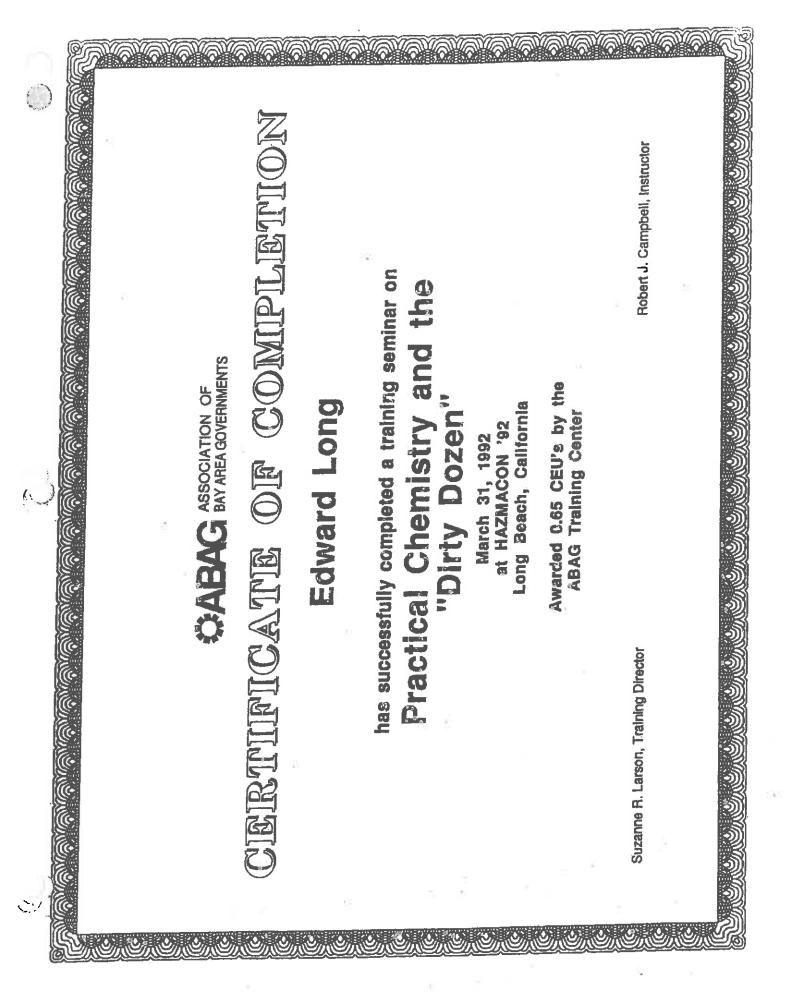
Date of Completion

June 22, 1992

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









Certificate Of Achievement

This is to certify that on ____AUGUST 29, 1979

ED LONG

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

William D. King President

ی : بر بر مربع محیر محیر September 9, 1995 LOCATION: Long Beach, CA Marine & Environmental Testing, Inc. **18 Hours** Shipyard Compentent Person/Entry Supervisor DATE: HOURS: OSHA1915.7 & OSHA 1910.146 Edward A. Long has completed the course conducted by PORTLAND, OR 9721 PHONE: 503-282-692 CORPORATE OFF 4115 N.

CINC ARCARCARCARCARCARCARCARCARCARCARCARCARCA	Keith Walsh and Associates, Inc.	A CONOLONO	This Is To Certify That	EDWARD A. LONG	Has Completed 8 Hours Of	DEPARTMENT OF LABOR 290FR 1910.120 SUPERVISOR TRAINING	AUGUST 8, 1991 Date Location	Reit	
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Illinois Institute of Technology Office of Continuing Education

Certificate awarded to

EDWARD LONG

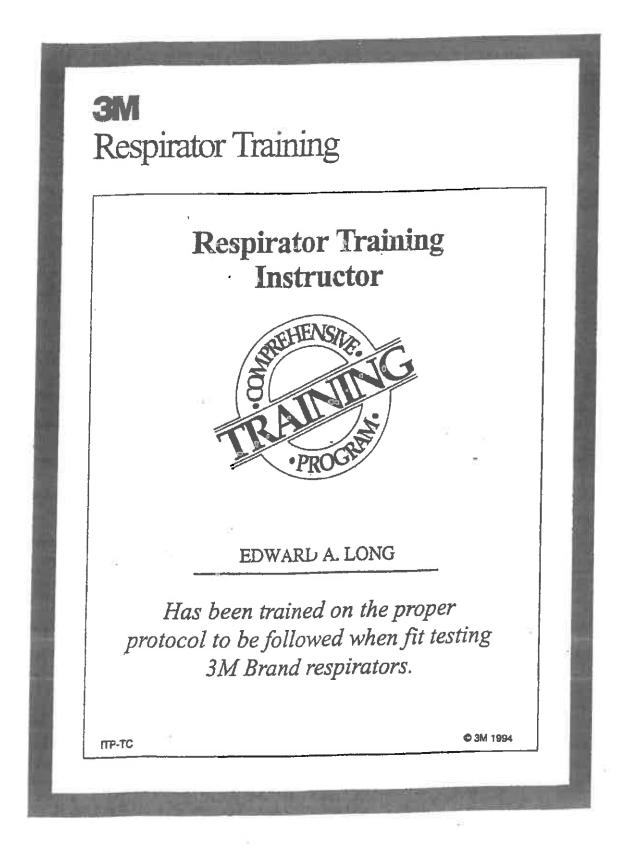
in recognition of successful completion of the seminar in CERTIFIED HAZARDOUS MATERIALS MANAGER SEPTEMBER 24, 25, & 26, 1991

1.8 Continuing Education Units (CEU'S)

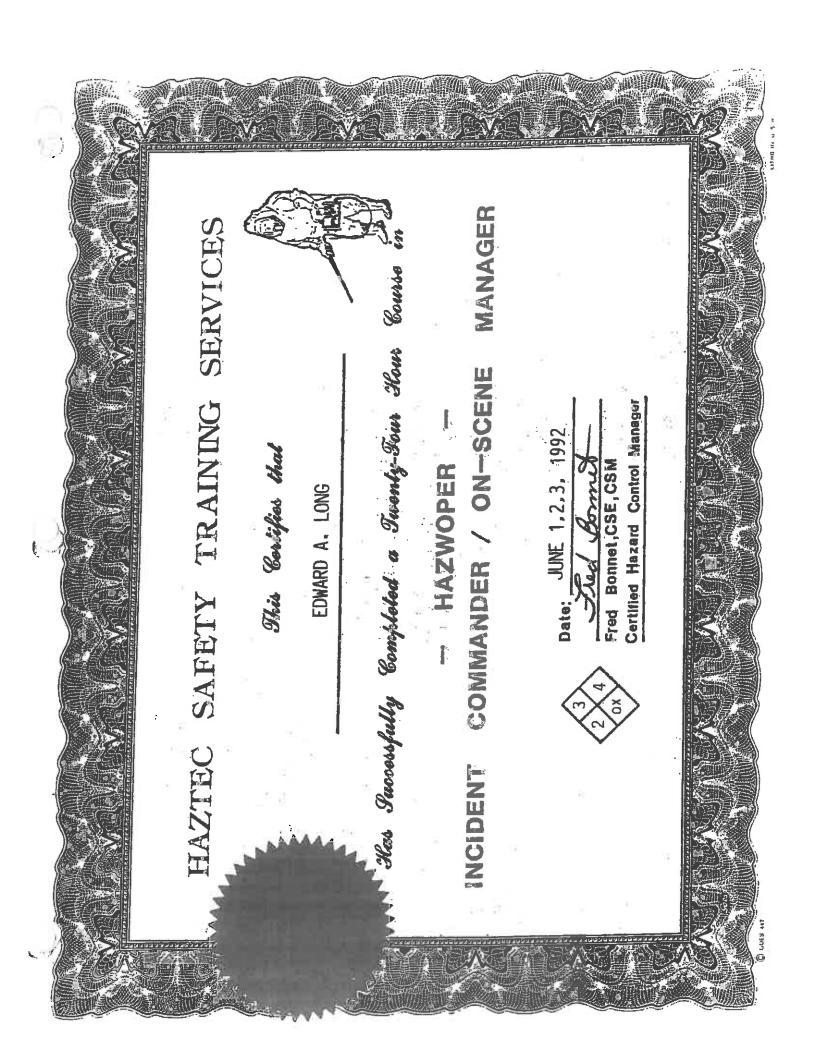
Jeffey P. Perl, Ph. D., CHMM

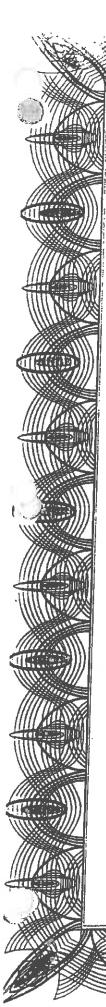
Seminar Leader

Director, IJT Office of Continuing Education KAMRAN lackorsk



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

This is to certify that

Ed Long has completed

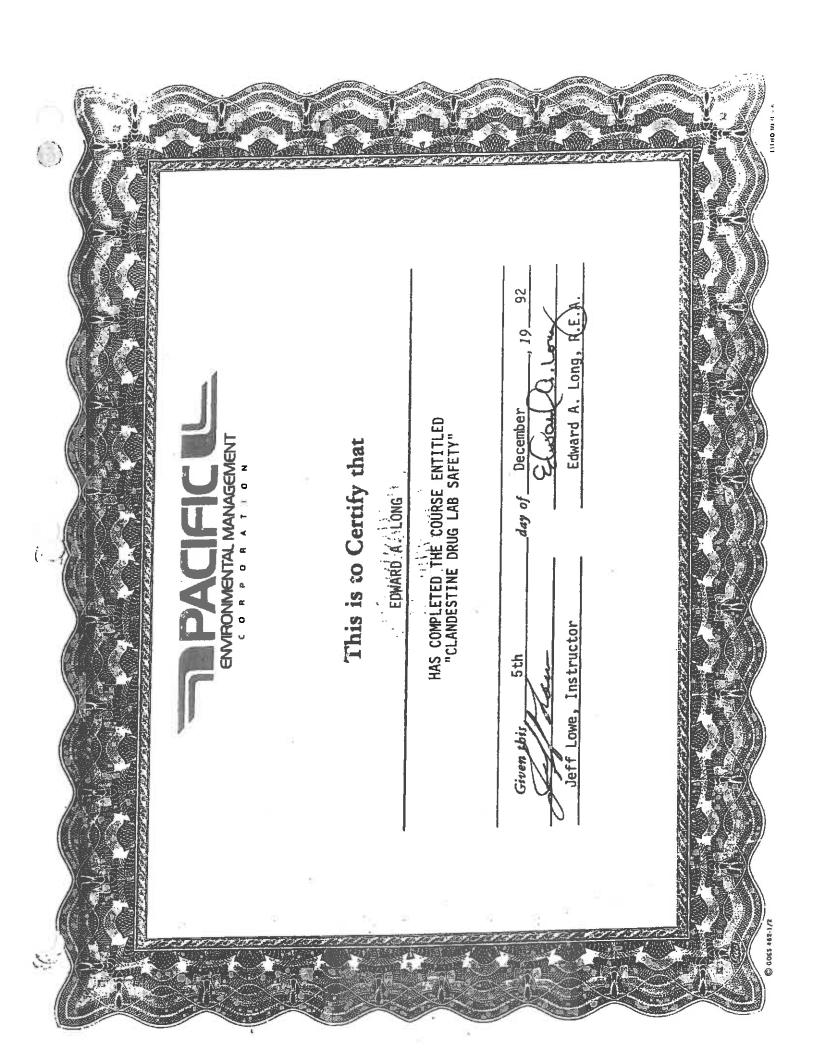
THE SEMS HAZMAT WORKSHOP

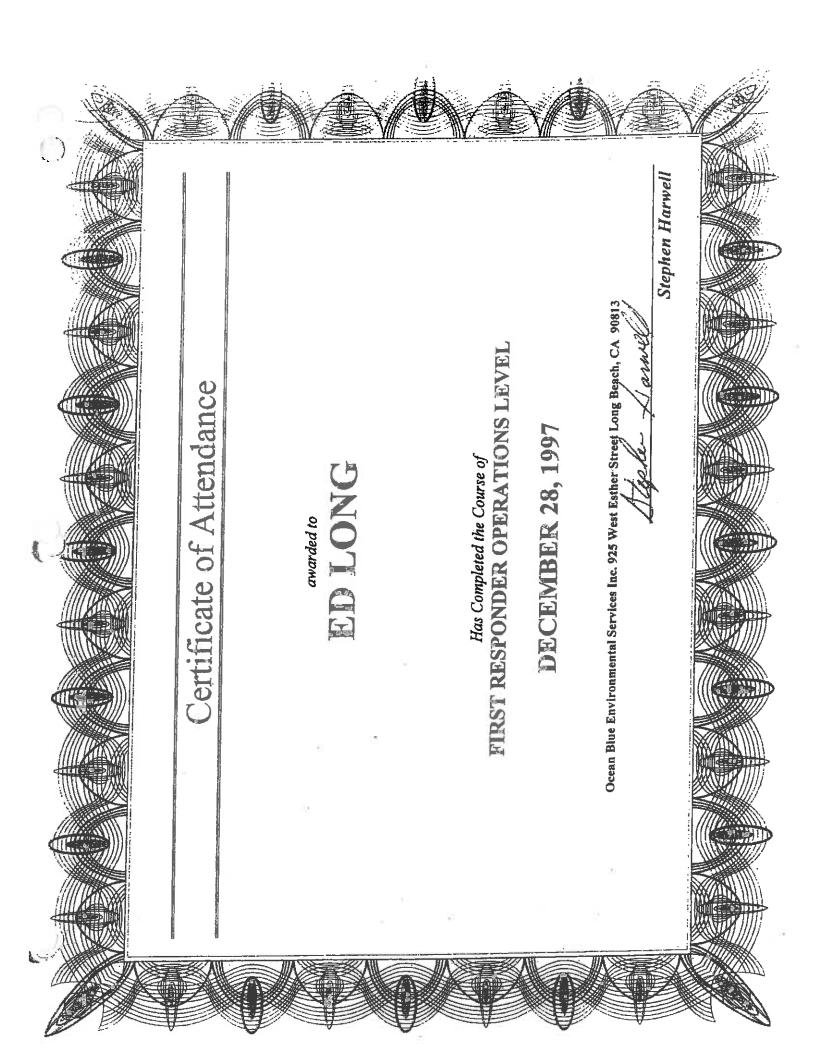
Tuesday, June 25, 1996





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







2

This is to certify that

Edward A. Long

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

December 4, 1987

1) Melen Leech Jack Peng, Ph.D., C.I.H.

ALL >

eff Gold

California Incking Association Compliance With OSHA Safety Program Regulations Thomde C. Schumacher Executive Vice President How To Set Up A Basic Fleet Safety Program Edward A. Long has completed a seminar on certifies that And August 21, 1990 Date

is hereby awarded this certificate which attests to this achievement. Pertificate of Completion 8 HOURS OF TRAINING RELATING TO: 29 CFR 1910.120, CONFINED SPACE ENTRY LOCKOUT TAGOUT, HAZARDOUS WATERIAL IDENTIFICATION, CHEMICAL HAZARD COMMUNICATION Recognizing the completion of all requirements in SINCH/LONG Be it known that: JANUARY 20, 1995 EDWARD LONG 552-96-0052 Date SAFETY AND COMPLIANCE DIRECTOR

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Tab 4

Tab 5

Tab 6



925 West Esther Street Long Beach, CA 90813

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

No Subcontractor Statement

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

Tab 7



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

PERMITS AND LICENSES

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

California Highway Patrol – License #111486, Control #198917, Carrier #119128

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

U.S. Environmental Protection Agency - ID #CAD983608258

California Department of Public Health– Trauma Scene Waste Management Practitioner ID # TSW 066

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

U.S. Department of Homeland Security – Incident Command System ICS-100, ICS-200, ICS-300, ICS-700

Department of Industrial Relations – Public Works Contractor Registration Number 1000002621

U.S. Department of Transportation - ID #USDOT696231

U. S. Department of Transportation – Hazardous Materials Certificate of Registration (2013-2016) Reg. # 062716 553 058 Y A

California Department of Toxic Substance Control – Transporter Registration #3354

California Department of Industrial Relations – Annual Trench/Excavation Permit #2016-916476

Supplier Clearing House, City of Los Angeles – WMBE Certification

LA County DCBA - LSBE Certification "51258301"





925 West Esther Street Long Beach, CA 90813

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



SERVICES INC

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

Muard	AC Anterior Registration Increase Number
Starte uf Califiannia Marte uf Califiannia Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State Leense Board, the Registerse of Contractors does hereby base into license to:	OCEAN BLALE ENVIRONMENTAL SERVICES INC PLACE Lo engage in the bustness or act in the capacity of a contractor In the fallowing classification(s): A - GENERAL ENCINEERING CONTRACTOR Withress my hand and hils day, Day 3, 1995 Signeture of License Qualitie Signeture of License Qualitie Mar and Mar reserved in Reports of Contrologication Contractor in the Intervention of Contractor, Intervention Contractor in the Intervention of Contrologication of Contractor in the Intervention Contractor in the Intervention of Contractor, Intervention Contractor in the Intervention of Contention of Contractor, Intervention Contractor in the Intervention of Contention of Contention of Contention Contractor in the Intervention of Contention of Contention of Contention Contractor in the Intervention of Contention of Contenti
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	HAZARDOUS MATERIALS TRANSPORTATION LICENSE	CA 119128	630	Ē	Duplicat		Replacement Replacement
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925 W ESTH	JE ENVIRONMENTAL SERVICES, INC. IER ST CH CA, US 90813-1423	an application and appro- no larger valid must imme PERIOD. For learning int	details fee to the CHP, detaily anset the act antellion context CHP	Para Ity Co	man, i pa so ma whee Ro quiring a So thereigi Vahi	inne niey he min Hillery here gogin nies. THERE 18 J Isle Section at 19	nord by submitting nd ar ann adharolan NO GRACE 16) 843-8420,
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	OCEAN BLUE ENVIRONMENTAL SERVICES, INC. 925 W ESTMER ST LONG BEACH CA, US 90813-1423	Division 14.8,	way Raute Controlik CYC.	nd Cu	matty radios	uctives anniperiale	sobject to
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Ph: (562) 624-4120 Fx: (562) 624-4127

PARES - PERMITS GRAVEN CEREM

Page 1 of 1

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CALIFORNIA BUIMERS. TRANSPORTATION AND HOUSING AGENCY CTMENT OF MOTOR VEHICLES CARRIER SERVICES BRANCH MS GB75 X 93237D Sectemento, CA. 94232-3700 7-8153



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

A Public Strate Agency	NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.G. BOX 932370 Secremento, CA. 94232-3700 OCEAN BLUE ENVIRONMENTAL SERVICES INC 925 W ESTHER ST LONG BEACH, CA 90813	Valid From: 06/01/2009 Valid Through: Non-Exploring CAS: 0119128 Its subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: For Hire Corporation
Print Dalifie: 1944. Collicity dr. 194 Account dr. 30(19) Taleh ID: 1.0 Sequence dr. 60(2) Ant Paid: No Pa	Not Valid for Intrastate Only Operations

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



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

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

September 23, 1994

A. 2

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

This is to acknow ledge that the ENVIRONMENTAL PROTECTION AGENCY (EFA) has received a notification of hazaroous waste activity (EFA FORM 6700-12) for the installation located at the address shown below to comply with Section 3010 of the Resource Conservation and Recovery Act (RERA). 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 Maste Permits. and other hazardous waste management reports and documents required under Subtitle C of RCFA.

If any of the information on this letter is inaccurate, please resubmit a completed EPA form 8700-12 containing the corrected information. EPA fmaintains a Motification information Line to assist with questions. NOTIFICATION INFORMATION LINE: (415) 495-8895

EPA ID NUMBER: CAD983608258

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

WASTE ACTIVITY: TRANSPORTER

HAZARDOUS WASTE CODES SUBMITTED ON THE NOTIFICATION: NONE



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

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

DEPARTMENT OF PUBLIC HEALTH MEDICAL WASTE NANAGEMENT PROGRAM 1018 GAFITOL AVENUE, 2nd FLOOR - NG 7405 P.D. BICK 897377 SACRAMENTO, CA 96095-7577 Phrne: 10-448-5671 EDNUND & BROWN JR., Governor



April 4, 2017 ID Number TSW 66

Mr. Moonho Lee Ocean Blue Environmental 925 W. Eather St Long Beach, CA 90813

Dear Mr. Lee:

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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.





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925 West Esther Street Long Beach, CA 90813

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

PETE WILSO

STATE OF CALIFORNIA - HEALTH AND WELFARE AGENOY

VEPARTMENT OF HEALTH SERVICES NOT NORTH SEVENTH STREET A.O. BOX MUTDO SACRAMENTO, CA PACINA 7320 (916) 327-6904/Fax: 323-9869

Date: January 15, 1997

MEDICAL WASTE TRANSPORTER

VERIFICATION AND CONDITIONS

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

· 3354

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Hazardous Waste Hauler Registration Number,

Company name/address/phone:

Ocean Blue Environmental Services, Inc. 925 West Esther Street Long Beach, CA 90813 (310) 624-4120

The above-named hauter 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.

Vemon Reichard Supervisor Medical Waste Management Program

- 16 - 9 Date



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

Elma le hisar Milan Superintendent (Acting) Emergency Management Institute professional development and completion of the independent study course: Vilma Schifado Milmoe has reaffirmed a dedication to serve in times of crisis through continued This Certificate of Achievement is to acknowledge that Introduction to Incident Command System Issued this 13th Day of July, 2011 FEMA **RON G DARE** [S-00100.b of **ICS-100** AND SECO. PARTAS HON 577 0 3 IACRT CPI

Emergency Management Institute

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SAN DIEGO 🔶



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

Emergency Management Institute This Certificate of Achievement is to acknowledge that FEMA HONE THE

RON G DARE

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00200.b ICS for Single Resources and Initial Action Incident, ICS-200

Issued this 15th Day of July, 2011

S

libry Ch

Emergency Management Institute

Vilma Schiftado Milmoe Superintendem (Acting)

ISCON

0.3 LACET CEU

SAN DIEGO 🔶



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

Center for Domestic Preparedness FEN **TUNUT**

This is to certify that

Ronald G. Dare

has reaffirmed a dedication to serve in times of crisis through continued

professional development and completion of the:

Emergency Management Institute's ICS-300

Intermediate ICS for Expanding Incidents

(18 Contact Hours)

Issued this 25th day of August, 2011

Michael K. Williams Trainer

Superintendent Center for Domestic Preparedness Dr. Christopher 7



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

Emergency Management Institute Superintendent Etnergency Management Institute professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued Tony Russell This Certificate of Achievement is to acknowledge that Introduction to Incident Command System Issued this 22nd Day of January, 2015 **EDMUND E ACOSTA** FEMA IS-00100.b **ICS-100 N** 1.1.1.1.1.1.1 HO

0.3 IACET CEU

SAN DIEGO 🔶



Emergency Management Institute Emergency Management Institute professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued Superintendent Tony Russell This Certificate of Achievement is to acknowledge that Initial Action Incident, ICS-200 ICS for Single Resources and Issued this 16th Day of February, 2015 EDMUND E ACOSTA FEMA IS-00200.b **HOM** n i E LL HO 0.3 LACET CEU







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

Emergency Management Institute This Certificate of Achievement is to acknowledge that FEMA HOME HOME Sn

IS-00700.a National Incident Management System (NIMS) An Introduction

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

EDMUND E ACOSTA

Issued this 12th Day of February, 2015



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

Superintendent Emergency Management Institute

Tony Russell

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

JUSTIN J LEE

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

Introduction to Incident Command System [S-00100.b **ICS-100**

Issued this 22nd Day of December, 2014

ACE

0 MACETCEL



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

Superintendent Eunergency Management Instante professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued Touy Russell This Certificate of Achievement is to acknowledge that Initial Action Incident, ICS-200 ICS for Single Resources and Issued this 16th Day of February, 2015 JUSTIN J LEE FEMA IS-00200.b **IACE** HOWER 0.3 LACET CEU

Emergency Management Institute

OF

PARTME.



Los Angeles Sheriff's Department Emergency Operations Bureau	This Certificate of Achievement is to acknowledge that	has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of ICS-300:	INTERMEDIATE ICS FOR EXPANDING INCIDENTS (18 CONTACT HOURS)	Issued this 29th Day of January 2015	John C. Stedman, Captain	
Los Angeles Emergen	This Certificate of	hus reaffirmed a dedicatio	INTERMEDIA	Issued this	Carl G. Ekstrom, Sergeant	



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

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued This Certificate of Achievement is to acknowledge that JUSTIN J LEE FEMA OF HONE «PARTME, Sin

Superintendent Einergency Management Insume Tony Russell National Incident Management System (NIMS) Issued this 27th Day of January, 2015 An Introduction IS-00700.a AOD 0.3 LACET CEU

Emergency Management Institute



Law 5 Health	fety Workers' Self Appri Comp Insurance	enticeship Director's Board Office
Control The State of the	s Contractor (PWC) Registration Suarch	WELLEN
Public Works Co	ntractor (PWC) Registratio	on Search
This is a listing of current and a section 1720 of the California L	active PWC registrations pursuant I/; Division 2. P.	art 7 Chapter 1 (commencing with
	ia to display robve registered public works contra	clor(s) matching your selections,
Registration Year:	Current Fiscal Year 2017/18	
PWC Registration Numbe	r. 1000002621	
Contractor Legal Name:	example ABT COM ANY	
License Number:	·····	ctor License Lookup
County:	Select County	(Benet):
Search Results One registered contractor four	rd. 1	Export as 🕷 Excel (🔁 PDF
Dotalis Logal Name 🔶 🗎	Registration County City Number	Registration Expiration
OCEAN BLUE View Environmental Services, INC.	1063032621 LOS ANGELES LONG BEAC	CH 05/25/2017 06/30/2018
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Alexand Diff. Marcale and Differences, Descent M. Differences.	inereda ainetta Uso Indonasi (100 Inereda Inereda Indonesi Inereda Inereda Indonesia	Learning Advertises

SAN DIEGO



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

·---Administration

Washington D.C. 2055

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DEEAN BLUE ENVIRONMENTAL SERVICES INC 925 WEST ESTHER ST LONG BEACH CA 90813

JULY 10, 1997

800/990-9930

Dear Motor Carrier:

This letter is to notify you of your USDOT identification Number and to draw Your stiention to the requirement for Aarking of Commercial Aozor Vehicles four stiention 390.21 of the federal Hotor Carrier. Safery Regulations. A copy . of this regulation is enclosed. Its primary purpose is to areist or this regulation is morely its primary purpose (a sector of the sector accurate date to the Faciaral Highway Accuring the summary of the number also affords the public a way to quickly and accurately identify a motor carrier operating a particular commercial and accurately to

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

The following USDOT Identification Number is assigned to the motor carrier

- USDÓT696231

his letter is being sent to every motor carrier recently added to THWA Boords. There has been no stiempt to differentiste shong private, migrant arker, for-hirs, or other types of motor carriers because many carriers pheuer operations in a combination of these classifications. If you have Jestions about compliance with this requirement, please contact the office

..... FHWA DEFICE OF NOTOR CARRIERS 980 - STH STREET, SUITE 450 SACRAMENTO, CALIFORNIA 95814 916 / 198-5050

1

. a g



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

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



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2016-2019

Registrant:

: OCEAN BLUE ENVIRONMENTAL SERVICES INC Attn: RON DARE 925 W. ESTHER STREET LONG BEACH, CA 90813

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

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

Reg. No: 062716 553 058YA

Effective: 07/01/2016

Expires: 06/30/2019

HM Company ID: 033952

Record Keeping Requirements for the Registration Program

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

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

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

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

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



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





Motifyer Rockigue Secretary for Environmental Protect Barbara A. Lee, Director 1001 "I" Street P.O. Box 805 Secremento, Cellfornia 96612-0806

idenand G. Brasin Jr. Governar

HAZARDOUS WASTE TRANSPORTER REGISTRATION HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

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

TRANSPORTER REGISTRATION NO: 3354

EXPIRATION DATE: OCTOBER 31, 2017

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

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

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

SIGNATURE

October 21, 2016 (DATE)

9 Franted on Recycled Paper





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

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

No: 2016-916476

5/4/2016

(562) 506-0810

3

5

No.

Date

Region

District

Tel.

ANNUAL PERMIT

Permit Issued To (Insert Contractor/Project Administrator's Name, Address and Telephone No.) Ocean Blue Environmental Services Inc Attn: Safety Mgr or Ron Dare 925 W Esther St

Long Beach CA 90813-1423

(562) 624-4120

Type of Permit T1-ANNUAL TRENCH/EXCAVATION

Pursuant to Labor Code Sections 6500 and 6502, this Permit is issued to the above-named employer for the projects described below.

State Contractor's License Number	709140	Permit Valid through	May 04	i, 2017
Description of Project	Location Address	City and County	Anticipat	
Various Conditions of Issuence.	Statewide		Starting May 4, 2016	May 04, 2017
			-1.7	
	and a set of the last			10 Feb 14

This Permit is issued upon the following conditions:

 That the work is performed by the same employer. If this is an ennual permit the appropriate District Office shall be notified, in writing, of states and location of job site prior to commencement.

2 The employer will comply with all occupational safety and health standards or orders applicable to the above projects, and any other lawful orders of the Division.

3 That if any unforeseen condition causes deviation from the plana or statements contained in the Permit Application Form the employer will notify the Division immediately.

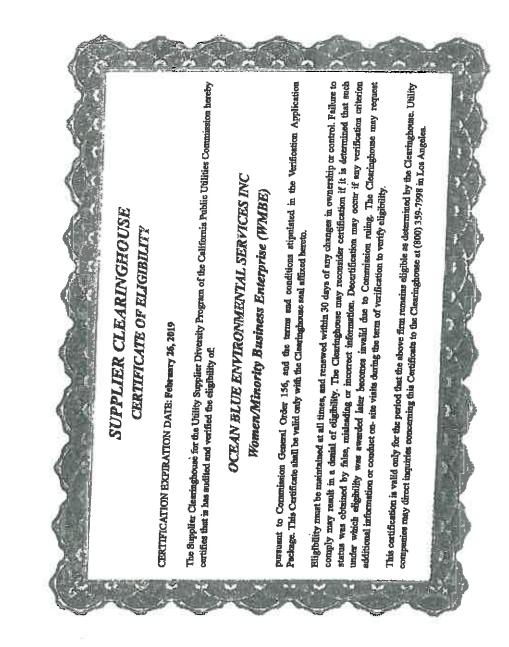
4. Any variation from the specification and assertions of the Permit Application Form or violation of safety orders may be cause to revoke the permit.

5. This permit shall be posted at or near each place of employment as provided in 8 CCR 341.4

Tropived From	Received By	Investigated by	
L. on Dare	Permit Unit	anton guide by	/ Salidy jingunger Date
Cash	Amount Date	Approved by	Molun 2 have 5/4/2018
K Check 30158	\$100.00 5/4/16	 whitesan pla 	District Manager/Permit Unit Pate







BOARD OF PUBLIC WORKS MEMBERS

> KEVIN JAMES PRESIDENT

HEATHER MARIE REPENNING VICE PRESIDENT

MICHAEL R. DAVIS PRESIDENT PRO TEMPORE

> JOEL F. JACINTO COMMISSIONER

LUZ M. RIVAS COMMISSIONER

FERNANDO CAMPOS EXECUTIVE OFFICER

October 31, 2016

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

CITY OF LOS ANGELES CALIFORNIA



ERIC GARCETTI

MAYOR

JOHN L. REAMER, JR. Inspector of Public Works and Director BUREAU OF CONTRACT ADMINISTRATION 1149 S. BROADWAY, SUITE 300 LOS ANGELES, CA 90015 (213) 847-1922

http://bca.lacity.org

<u>RE:</u> STATUS OF MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) <u>CERTIFICATION</u> File No. - 6381

Dear Mr. Lee:

The Bureau of Contract Administration, Office of Contract Compliance has implemented a change to the City of Los Angeles MBE/WBE Certification Rules and Regulations; certifications will remain valid beyond the period indicated in the issued certification approval letters. A firm shall remain certified unless and until its certification is removed for cause.

The City reserves the right to request additional information and/or conduct on-site visits at any time during the certification period to verify any documentation submitted with your application. If there are any changes in your firm's name, address, ownership, control, or work category, you are still required to notify this office of those changes in writing. Please include your file number on each page of correspondence relating to these matters.

Your certification status can be verified in the City of Los Angeles DBE/MBE/WBE database at <u>http://bca.lacity.org</u> or by calling our office at (213) 847-2684.

If you have any questions regarding this matter, please contact the Centralized Certification Administration at (213) 847-2684.

Sincerely,

Other Eline

Lynda McGlinchey, Certification Manager Office of Contract Compliance Bureau of Contract Administration



Los Angeles County Board of Supervisors Hilda L. Solis Mark Ridley-Thomas Sheila Kuehl

Michael D. Antonovich

Don Knabe

Brian J. Stiger Director

May 09, 2016

WENDY MEJIA OCEAN BLUE ENVIRONMENTAL SER. 925 W Esther St. Long Beach, CA 90813

Vendor #: 51258301

Dear WENDY MEJIA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (Local SBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California Small Business certification, which expires on February 28, 2018.

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

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at (855) 230-6430 or send an email to <u>cbesbe@dcba.lacounty.gov</u> to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SB status, ownership, control of the firm or principal place of business during the certification period, you are required to notify the Small Business Services office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, please visit our website at http://osb.lacounty.gov.

Sincerely,

BRIAN J. STIGER DIRECTOR

DEBBIE CABREIRA-JOHNSON Chief, Small Business Services BJS:DCJ



500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

Welcome <u>Logout</u> Need assistance? Contact us * eat #60-\$93-9339				(562) 624-4120	(20C) 024-41Z(Imperial, Los Angeles, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura,	ancy spill response (including confined space entry),	ייניין אראראר איניטין אפראונפט, וחמטצנוואן כופאחוח		4	10	Feb 28, 2018
GREW	14/ 14/ 14/ 14/	L SERVICES INC	L SERVICES INC	Phone			y, Orange, Riverside, San Benito, San Bernardino, Sa	hazardous waste removal and transportation firm, waste disposal, 24 hour emergency spill response (including confined space entry), hazardous, non-hazardous and bio-hazardous waste management. Jab pack and drum transportation confined space entry).		disposal disposal Josal		FROM	Mar 20, 2013
COCEAN BLUE ENVIRONMENTAL SFRVI		OCEAN BLUE ENVIRONMENTAL SERVICES INC	OCEAN BLUE ENVIRONMENTAL SERVICES INC	925 W ESTHER ST LONG BEACH, CA 90813	<u>moonholee@aol.com</u>	Construction Service	Imperial, Los Angeles, Montere Ventura,	hazardous waste removal and hazardous, non-hazardous and	A - General Engineering	761215 - Refuse collection and disposal 761216 - Nonhazardous waste disposal 761219 - Hazardous waste disposal 761316 - Toxic spill cleanup 761317 - Oil spill cleanup		STATUS	Approved
CON BLUE ENVIRO	Scoptler Profile	Legal Business Name	DUING BUSINESS AS	Address	Email	Business Types	Service Areas	Keywards	Construction License Types A - General Engineering	Classifications	Active Certifications	ТҮРЕ	SB



CITY OF LONG BEACH Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 189683 Karen Carrillo Ocean Blue Environmental Services 925 W. Esther St. Long Beach, CA 90813

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

City of Long Beach

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

NAICS code(s) for which SBE status is recognized: 562112 SBE Certificate Effective Date: 04/07/16 SBE Certificate Expiration Date: 04/07/19

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

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

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

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,

Acting Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099



LONG BEACH The Green Port

Small Business Enterprise Program

www.polb.com/sbe

Certified Small Business Enterprise

Vendor Account Number: 252225 Wendy Mejia OCEAN BLUE ENVIRONMENTAL SERVICES, INC. 925 West Esther Street LONG BEACH, CA 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Port of Long Beach (Port). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved.

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

NAICS code(s) for which SBE status is recognized: 562112,562112,562111 SBE Certificate Effective Date: 02/04/16 SBE Certificate Expiration Date: 02/04/19

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

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

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

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely, Sashi Muralidharan SBE Administrator Port of Long Beach

4801 Airport Plaza Drive, Long Beach, CA, 90815 Telephone (562) 283-7598 email: sbeprogram@polb.com

Los Angeles Unified School District

Facilities Services Division

MICHELLE KING Superintendent of Schools



MARK HOVATTER Chief Facilities Executive

LORENA PADILLA-MELENDEZ Director of Community Relations and Small Business Enterprise

November 01, 2016

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

Re: Certification of Small Business Enterprise (SBE) Status

Dear Business Owners:

Thank you for submitting your application for Small Business Enterprise (SBE) certification to the Los Angeles Unified School District (LAUSD). Per our evaluation of the information you provided in your application and the North American Industry Classification System code you identified, your status as an SBE with LAUSD has been approved for the term specified below. LAUSD is pleased to issue this SBE certificate subject to the following conditions:

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

562112 Hazardous Waste Collection

562910 Remediation Services

SBE Certificate Effective Date: 11/01/2016 SBE Certificate Expiration Date: 11/01/2019

Work performed by your firm that falls within the above referenced NAICS code(s) will be counted as SBE participation for work performed on LAUSD contracts. To maintain a valid SBE Certificate after three years with LAUSD, you must renew your self-certification with LAUSD or register with the Small Business Administration before the SBE certification expiration date referenced above expires.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, in its sole discretion, disqualify this firm from participation in an LAUSD contracts for a period of up to five years.

This SBE certification is recognized by the Metropolitan Water District of Southern California and its reciprocating agencies according to the same terms and conditions. If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program Office immediately at (213) 241-1302.

Sincerely,

Kimberly Frelow Small Business Program Manager Tab 8

AS NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN014) PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Proposer's Name

925 WEST ESTHER STREET, LONG BEACH, CA 90813

Address

If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: 7/24/2017 Date:



CERTIFICATE OF LIABILITY INSURANCE

304363

DATE (MM/DD/YYYY) 6/29/2017

1 (THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	'ively (Suranc	OR NEGATIVELY AMEND CE DOES NOT CONSTITU	, EXTEND OR AL	TER THE CO	VERAGE AFFORDED	BY TH	e policies	
	MPORTANT: If the certificate holder f SUBROGATION IS WAIVED, subject his certificate does not confer rights	is an Al t to the	DDITIONAL INSURED, the terms and conditions of t	the policy, certain	policies may	NAL INSURED provision require an endorsemen	nsorb nt. As	e endorsed. tatement on	
PR	ODUCER			CONTACT Jonatha					
Co	mmercial Lines - 213-253-6700			PHONE (A/C, No, Ext): 213-2		FAX (A/C, No)	866-47	75-9866	
	ells Fargo Insurance Services, Inc CA I	Lic#: 0D0	08408			elisfargo.com			
	3 S. Grand				SURER(S) AFFO	RDING COVERAGE		NAIC #	
	s Angeles, CA 90071			INSURER A: Nauti	lus Insurance	Company		17370	
	ured ean Blue Environmental Services., Inc.			INSURER B: Great	Divide Insura	ince Company		25224	
	5 West Esther Street	INSURER C :							
				INSURER D :		· · · · · · · · · · · · · · · · · · ·			
10	ng Beach, CA 90813			INSURER E :					
		TIEICAT	TE NUMBER: 12028503	INSURER F :			2aa bali	<u> </u>	
	HIS IS TO CERTIFY THAT THE POLICIES					REVISION NUMBER: S			
	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN	ient, term or condition I. The insurance affore	I OF ANY CONTRAC	F OR OTHER	DOCUMENT WITH RESPE	CT TO	WHICH THIS	
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						MED EXP (Any one person)	\$	5,000	
						PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000	
	POLICY X PRO- JECT LOC X OTHER: SIR: \$20,000					PRODUCTS - COMP/OP AGG	\$ \$	2,000,000	
1	AUTOMOBILE LIABILITY		BAP2018652-11	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X ANY AUTO					BODILY INJURY (Per person)	\$		
	AUTOS ONLY AUTOS HIRED X NON-OWNED					BODILY INJURY (Per accident)	\$		
	AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
	X MCS-90						\$		
Α			FFX2018651-11	07/01/2017	07/01/2018	EACH OCCURRENCE	\$ \$	9,000,000	
					AGGREGATE			9,000,000	
в	WORKERS COMPENSATION		WCA2018653-11	07/01/2017	07/01/2018	X PER X OTH-	\$	SIR - N/A USL&H	
D	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		WCA2018055-11	0110112011	0110112018	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE		1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	5	1,000,000	
Α	Pollution Liability		ECP2018650-11	07/01/2017	07/01/2018	Limits: \$1,000,000 Each Occurre	nce		
						Ded:\$20,000; Occurence Form			
DESC		ES IACOP	D 161. Additional Demarks Sebada	la may be attached if	a annon in marit				
Re: Dis Ele	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Contract Name: As-Needed Non-Emergency Removal of Hazardous Materials. Contract #2011-AN040. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are named as Additional Insureds as respects the General Liability per policy forms. Primary wording as required by contract.								
CEF				CANCELLATION					
		<u> </u>		VARUELLATION			-		
Co	unty of Los Angeles					SCRIBED POLICIES BE CA			
	n: Dept. of Public Works			THE EXPIRATION ACCORDANCE WI	I DATE THE	REOF, NOTICE WILL B Y PROVISIONS.	e del	IVERED IN	
) South Fremont Avenue					-			
líh	ambra, CA 91803-0000			AUTHORIZED REPRESE					
					Jean,	Smilm			

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Insurance (Con't)

OTHER Coverage INSR TYPE OF INSURANCE ADDL WVD POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE LIMIT INSR SUBR LTR (MM/DD/YY) (MM/DD/YY) А Professional Liability ECP2018650-11 07/01/2017 07/01/2018 Limits: \$1,000,000 Each Occurrence \$2,000,000 Aggregate Ded: \$20,000; Claims Made

Pertificate of insurance-Con't

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

COVERAGES PARTS A AND B

COVERAGE PART D

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization with whom the Named Insured executes a written contract prior to the lease of equipment and is shown on a certificate of insurance issued by an authorized representative prior to the lease of the equipment.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- <u>SECTION III WHO IS AN INSURED</u> is amended to include as an insured the person(s) or organization(s) shown in the schedule above, but only with respect to their liability arising out the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s).
- 2. With respect to the insurance afforded to the person(s) or organization(s) scheduled above, their status as an insured ends when their contract or agreement with you for such leased equipment ends.
- 3. The coverage provided by this endorsement shall not apply to:
 - a. Claims or suits based upon or arising from an actual or alleged act, error or omission in the performance of professional services of the person(s) or organization(s) shown in the schedule above.
 - b. Any occurrence which takes place after the equipment lease expires.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ECP 1058 12 07

This endorsement forms a part of the policy to which it is attached. Please read it carefully,

ADDITIONAL INSURED - BLANKET - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is An Insured (Section II) is amended to include as an insured any person (s) or organization (s) for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or written agreement that such person (s) or organization (s) be added as an additional insured on your policy, but

Only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by:

- 1. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured; or
- 2. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primaty and not contributing with any other insurance available to those designated above, but only when required by written contract or agreement.

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ENV 2154 A 09 06

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

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	10 ¹⁰				and the second	

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

COVERAGES A AND B - GENERAL LIABILITY

COVERAGE D - CONTRACTORS POLLUTION LIABILITY

<u>SECTION III – WHO IS AN INSURED</u> is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

- 1. Under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY for claims or suits resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.
- 2. Under COVERAGE D CONTRACTORS POLLUTION LIABILITY for claims or suits arising out of pollution conditions that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - **b.** Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so **agreed** in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ECP 1004 04 10

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

		WAIVER OF SUBROGATION		
- 1		TAITER OF BUDRUNAHUR		
- 1		and the local structure of the state of the structure of		

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 404-443-2118. Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice).	FORM MCS-90	Revised 01/05/2017	OMB No.:	2126-0008 Expira	ation: 01/31/202				
comply with a collection of information subject to the requirements of the Pepervork Reduction Act unless that collection of information collection is 2126-0008. Public reporting for this collection in some of the information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including suggestions for reducing this burden to: Information Collection is 2126-0008. Public reported comments regard theor Carrier Safety Administration, MC-RRA, Washington, D.C. 20060. Image: the information of information including suggestions for reducing this burden to: Information Collections 29 and 30 of the Motor Carrier Act of 1980 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 Image: the information collection of information including suggestions for reducing this burden to: Information Collections 29 and 30 of the Motor Carrier Act of 1980 Image: the information collection in the information collection is 2000 and 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 and 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 and 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 of the Motor Carrier Act of 1980 Image: the information collection is 2000 of the Motor Carrier Act of 1980 Image: the information collection collection collection			US DOT Number:	Date Receive	əd:				
Pederal Metter Carrier Safety Administration Product Carrier Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 DECEMP DECES-900 Issued to Ocean Blue Environmental Service, Inc. (Motor Carrier name) Deted at Two Revinia, Drive, Atlanta, GA 30346 on this 01 day of July, 2017 Amending Policy Number: BAP2018652-11 Effective Date: July 1, 2017 Name of Insurance Company: Great Divide Insurance Company: The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the Imitis shown (check onf underlying limit of s) The solicy to which this endorsement is attached provides primary or excess insurance, as indicated for the Imitis shown (check onf underlying limit of s) The solicy to which this endorsement is attached provides primary or excess insurance, as indicated for the Imitis shown (check onf underlying limit of s) The solicy to which this endorsement is attached provides primary or excess insurance, as indicated for the Imitis shown (check onf underlying limit of s) The solicy to which this endorsement is attached provides primary or excess insurance, as indicated for the Imitis shown (check onf underlying limit of s) For each accident. The solicy of the Heedren Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a dupit of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA is overfit the subject to the FMCSA is outpendented by the Code and the table the notice is mailed, port of mailing shall	comply with current valid information completing a this burden	a collection of Information subject to the requirements of the I OMB Control Number. The OMB Control Number for this in is estimated to be approximately 2 minutes per response, in and reviewing the collection of information. All responses to estimate or any other aspect of this collection of information	Paperwork Reduction Act un formation collection is 2126-0 cluding the time for reviewing this collection of information a including suggestions for red	less that collection of ink 008. Public reporting for Instructions, gathering th re mandatory. Send com	ormation displays a this collection of e data needed, and ments regarding				
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issued to Ocean Blue Environmental Service, Inc. of 925 West Esther Street, Long Beach, CA 90813 (Motor Carrier name) (Motor Carrier state or province) Dated at Two Ravinie, Drive, Atlanta, GA 30346 on this 01 day of July, 2017 Amending Policy Number: BAP2018652-11 Effective Date: July 1, 2017 Name of Insurance Company: Greet Divide Insurance Company Countersigned by:				lity					
(Motor Carrier name) (Motor Carrier state or province) Dated at Two Ravinia, Drive, Atlanta, GA 30346 on this 01 day of July, 2017 Amending Policy Number: BAP2018652-11 Effective Date: July 1, 2017 Name of Insurance Company: Great Divide Insurance Company Great Divide Insurance Company Countersigned by: (authorized company representative) The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check on) This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a dupi of each accident in excess of a particular date. The telephone number to call is 404-443-2118	FO	RM MCS-90							
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Name of Insurance Company: Great Divide Insurance Company Countersigned by: Countersigned by: (authorized company representative) The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only This insurance is primary and the company shall not be liable for emounts in excess of \$ 1,000,000 for each accident. This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a dupil of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 404-443-2118_ Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), (2) if the insured is subject to the FMCSA's registration requirements under the FMCSA at its office in Washington, DC).	Dated at	Two Ravinia, Drive, Atlanta, GA 30346 on	this <u>01 day of</u>	July, 2017					
Countersigned by:	Amending I	Amending Policy Number: BAP2018652-11 Effective Date: July 1, 2017							
Countersigned by:	Name of ins	urance Company: Great Divide Insurance Company							
(author/zed company representative) The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only this insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Image: This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a dupli of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 404-443-2118_			Countersigned by:		In .				
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Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a dupli of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 404-443-2118. Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), (2) If the insured is subject to the FMCSA's registration requirements under the USA's term (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).	This in This in	surance is primery and the company shall not be liable for a surance is excess and the company shall not be liable for a	mounts in excess of \$1,0	00,000 for each accide	ent.				
other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), (2) if the insured is subject to the FMCSA's registration requirements under <u>and states in the sufficient</u> (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).	Whenever r	Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the							
Filings must be transmitted online via the internet at <u>internet as the sector of the sectors</u>	other party ((2) if the inst	Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (sald 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under a subject to the providing thirty (30) days notice to the							
	Filings mu	st be transmitted online via the internet at $[2] \otimes [2]$	entri Brezzion destigne						

(continued on next page)

FORM MCS-90 Page 1 of 3

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

FORM MCS-90 Page 2 of 3

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
 For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds). 	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in <u>BORENEESE</u> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1. materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in a Cord 4 material.	3
(3) For-hire and Private (in Interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in <u>Control of the second second</u> , is hazardous waste, hazardous materials, and hazardous substances defined in <u>Control of the second</u> and listed in <u>Control of the second</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In Interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

FORM MCS-90 Page 3 of 3

POLICY NUMBER: BAP2018652-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ocean Blue Environmental Services, Inc. Endorsement Effective Date: 07/01/2017

		SCHEDULE	
Insurance Company:		Great Divide Insura	ance Company
Policy Number: BAP201	8652-11	Effective Date:	07/01/2017
Expiration Date:		07/01/2018	
Named Insured: Address:		Ocean Blue Environ 925 West Esther Str	mental Services, Inc. eet, Long Beach, CA 90813
Additional Insured (Lessor):	contract for a "le	eased auto" and on file v Acord application or or	n the Named Insured executes a written with the underwriter submitted at binding on n an Acord Business Auto Policy Change
Address:			
Designation Or Description O	f "Leased Autos	a.	

CA 20 01 10 13

Coverages		Limit Of Insurance
Covered Autos Liability	\$ SEE SCHEDULE	Each "Accident"
Comprehensive	Actual Cash Value Or Cos	t Of Repair Whichever Is Less, Minus
	\$ SEE SCHEDULE	Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cos	t Of Repair Whichever Is Less, Minus
	\$ SEE SCHEDULE	Deductible For Each Covered "Leased Auto"
Specified	Actual Cash Value Or Cos	t Of Repair Whichever Is Less, Minus
Causes Of Loss	\$ N/A	Deductible For Each Covered "Leased Auto"

A. Coverage

- 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Page 2 of 2

Effective Date: 7/1/2017

BSUM CA 06 02 13

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

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	Euclinean Autor	المحمد ومحتران المحرم القالم أمال		
	DUSINUSS AULO	- Additional Insured		
	When Required by	Contract or Agreemer	nt 👘	

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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Page 1 of 1

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ocean Blue Environmental Services, inc. Endorsement Effective Date: 07/01/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CA 04 44 10 13

© Insurance Services Office, Inc.,2011

Tab 9

VERIFICATION OF PROPOSAL

DATE: August 9 , 20	17	Т	HE UNDE	RSIGNE	D HEREBY DE	CLAR	ES AS FC	DLLOWS:
 This Declaration is given in su incomplete, or deceptively unres his/her judgment shall be final. 								
2. Name of Service: As Needed	d Non Ernergency	y Removal of	Hazardous M	aterial (2017	-AN015)			
			DECLARA		IATION			
3. Name Of declarant: JUSTIN	LEE							
4. I Am duly vested with the auth	ority to make and	sign instrume	ents for and on	behalf of the	Proposer(s).			
5. My Title, Capacity, Or Relation	nship to the Propo	ser(s) is: D	RECTOR OF	ADMINISTR	ATION			
			PROPOSE	ER INFORM	ATION			
6. Proposer's full legal name:	OCEAN BLUE	ENVIRONME	ENTAL SERV	ICES, INC.		Telepho	one No.: (562	2)624-4120
Physical Address (NO P.O. B	QX 925 WEST	ESTHER ST	FREET, LONG	G BEACH, C	A 90813	Mobile	No.: (310) 35	57-7800
e-mail: JLEE@OCEAN-BLU	E.COM					Fax No	.: (562) 624	-4127
County WebVen No.: 512583	101	IRS No	o.: 33-06258	17		Busine	ss License N	o.: B∪94037860
7. Proposer's fictitious business	name(s) or dba(s) (if any):						
County(s) of Registration: LOS	S ANGELES			State: CA		Year(s)	became DB/	A: Not Applicable
8. The Proposer's form of busin	ess entity is (CHI	ECK ONLY C	DNE):					
Sole proprietor	Name of Prop	rietor:					-	
B A corporation:	Corporation's p	rincipal place	e of business:	LONG BEA	СН			
	State of incorpo	oration: CAL	JFORNIA	IFORNIA Year incorpora				orated: 1994
Non-profit corporation								0
with the CA Attorney (General's Registry	of Charitable	ole Trusts Secretary: Ron Dare					
A general partnership			Names of partners:					
A limited partnership:			Name of ger	of general partner:				
□ A joint venture of:			Names of joi	int venturers:	:			
A limited liability compared to a l	oany:		Name of ma	naging mem	ber:			
9. The only persons or firms inter	ested in this prop	osal as princip	oals are the foll	owing:				
Name(s) MARIALEE		The CHIEF EX	ECUTIVE OFFICER		Phone (562) 624-4120	-		Fax (562) 624-4127
Street 925 WEST ESTHER STREET		City LONG	G BEACH		State CA			Zip 90813
Name(s) RON DARE		TitlePRESIDENT			Phone (562) 624-4120			Fax (562) 624-4127
Street 925 WEST ESTHER STREET	-	City. LONG	BEACH		State CA			Zip 90813
10. Is your firm wholly or majority If yes, name of parent firm:		ubsidiary of ar	nother firm? &	No 🗆 Y	/es			
11. Has your firm done business i Name(s): Name(s):	under any other n	ame(s) withir	n the last five y	ears? 🛛 No	Yes If yes Year of nam Year of nam	ne change		ame(s):
12. Is your firm involved in any particular firm involved in a	mpany's name: _			Yes				
13. Proposer acknowledges that i may be rejected. The evaluation								
14. I am making these representa information and belief.								
I declare under penalty of perjury	under the laws of	California tha	t the above inf	ormation is tr	ue and correct.			
Signature of Proposer or Authoriz	ed Agent:	wal	1-		· •		Date: 8/9/2	2017
Type name and title: JUSTIN L	EE, DIRECTOR	OF ADMINIS	TRATION / TR	REASURER				

SCHEDULE OF PRICES FOR

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN015)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, traffic control, fuel, travel time, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NO.	ITEM DESCRIPTION	RATE	UNIT	ESTIMATED ANNUAL WORKLOAD	TOTAL
1A.	LABOR RATES – Nonprevailing Wage (Hourly rate is computed from the time Department facility.)	leaving Contra	actor's yard to		or returns from
<u>a.</u>	Project Manager or Supervisor	_{\$} 35	/hr X	600 hrs =	\$21,000
b.	Field Chemist/Environmental Assessor with Truck	<mark>\$</mark> 105	/hr X	150 hrs =	\$15,750
С.	Industrial Hygienist	\$10	/hr X	8 hrs =	\$80
d.	Confined Space Laborer	\$15	/hr X	4 hrs =	\$60
e.	Technician/Equipment Operator	_{\$} 60	/hr X	425 hrs =	\$25,500
f.	70 BBL (3000 gal) Vacuum Truck with Operator	_{\$} 100	/hr X	100 hrs =	_{\$} 10,000
g.	120 BBL (5000 gal) Vacuum Truck with Operator	<mark>\$</mark> 35	/hr X	200 hrs =	\$7,000
h.	Basic Truck with Operator (F150)	\$65	/hr X	1200 hrs =	\$78,000
				ltem 1A Total	\$157,390
	LABOR RATES – Prevailing Wage (Hourly rate is computed from the time leav Department facility.)	ving Contracto	r's yard to the t	ime Contractor retu	rns from
a.		25			
	Project Manager or Supervisor	_{\$} 35	/hr X	600 hrs =	_{\$} 21,000
b.	Project Manager or Supervisor Field Chemist/Environmental Assessor with Truck	\$35 \$35	/hr X /hr X	600 hrs =	\$21,000 \$5,250
<u>b.</u> c.	Field Chemist/Environmental Assessor with				1
	Field Chemist/Environmental Assessor with Truck	\$ 35	/hr X	150 hrs =	\$5,250
с.	Field Chemist/Environmental Assessor with Truck Industrial Hygienist	\$35 \$10	/hr X /hr X	150 hrs = 8 hrs =	\$5,250 \$80
c. d.	Field Chemist/Environmental Assessor with Truck Industrial Hygienist Confined Space Laborer Technician/Equipment Operator 70 BBL (3000 gal) Vacuum Truck with	\$35 \$10 \$15	/hr X /hr X /hr X	150 hrs = 8 hrs = 4 hrs =	\$5,250 \$80 \$60
с. d. е.	Field Chemist/Environmental Assessor with Truck Industrial Hygienist Confined Space Laborer Technician/Equipment Operator 70 BBL (3000 gal) Vacuum Truck with	\$35 \$10 \$15 \$60	/hr X /hr X /hr X /hr X	150 hrs = 8 hrs = 4 hrs = 425 hrs =	\$5,250 \$80 \$60 \$25,500
c. d. e. f.	Field Chemist/Environmental Assessor with Truck Industrial Hygienist Confined Space Laborer Technician/Equipment Operator 70 BBL (3000 gal) Vacuum Truck with Operator 120 BBL (5000 gal) Vacuum Truck with	\$35 \$10 \$15 \$60 \$195	/hr X /hr X /hr X /hr X /hr X	150 hrs = 8 hrs = 4 hrs = 425 hrs = 100 hrs =	\$5,250 \$80 \$60 \$25,500 \$19,500
c. d. e. f. g.	Field Chemist/Environmental Assessor with Truck Industrial Hygienist Confined Space Laborer Technician/Equipment Operator 70 BBL (3000 gal) Vacuum Truck with Operator 120 BBL (5000 gal) Vacuum Truck with Operator	\$35 \$10 \$15 \$60 \$195 \$35	/hr X /hr X /hr X /hr X /hr X	150 hrs = 8 hrs = 4 hrs = 425 hrs = 100 hrs = 200 hrs =	\$5,250 \$80 \$60 \$25,500 \$19,500 \$7,000

FORM PW-2

						FORM PW-
ITEM DESCRIPTION	RATE	UNIT			NNUAL	TOTAL
es for the materials tested by the labo voices with receipts/dump tickets attach	ratory will be paid by ted. Contractor will re	Public Works I eceive a 10 per	based cent l	l on the handling	ir actual co a fee of the	st upon receipt disposal costs
56 to 85 gal drum Dot 17H	\$ ⁹⁰	/ea	x	10	=	\$900
Dot 17H	_{\$} 30	/ea	x	1050	=	_{\$} 31,500
Dot 17H	_{\$} 5	/ea	x	75	=	_{\$} 375
5 to 10 gal drum Dot 17H	\$35	/ea	x	125	=	\$4,375
Light Tube Box(es)	\$1	/ea	x	400	=	_{\$} 400
			Sı	ubtotal	ltem No. 2	\$ 37,550
ITEM DESCRIPTION	RATE	UNIT		EST. A	NNUAL	TOTAL
Cost to supply various size drums.						1
56 to 85 drum Dot 17H	\$120	/ea	x	10	=	_{\$} 1,200
35 to 55 gal drum Dot 17H	\$37				=	\$30,525
21 to 30 gal drum Dot 17H	_{\$} 5				=	_{\$} 125
11 to 20 gal drum Dot 17H	_{\$} 5	/ea			=	_{\$} 250
5 to 10 gal drum Dot 17H	_{\$} 27			125	=	_{\$} 3,375
			Su	ubtotal	tem No. 3	\$35,475
ITEM DESCRIPTION	RATE	UNIT		EST. A		TOTAL
faterials and Supplies						
Hazardous Waste Label/Forms	s ¹	/ea	x	600	=	_{\$} 600
Vermiculite	1	/33 lb bag		- <u>-</u> ·	=	50 \$
Superfine Absorbent	20 \$	/25 lb bag	x :	350	=	7,000 \$
Light Tube Box	1	4x10x10				300
	<u></u>	BOX			 tem No. 4	\$
	ost to remove and transport containers ses for the materials tested by the labo voices with receipts/dump tickets attach e material and containers when actual 56 to 85 gal drum Dot 17H 35 to 55 gal drum Dot 17H 11 to 35 gal drum Dot 17H 5 to 10 gal drum Dot 17H Light Tube Box(es) ITEM DESCRIPTION Cost to supply various size drums. 56 to 85 drum Dot 17H 35 to 55 gal drum Dot 17H 21 to 30 gal drum Dot 17H 11 to 20 gal drum Dot 17H 5 to 10 gal drum Dot 17H	ost to remove and transport containers of material to certified bes for the materials tested by the laboratory will be paid by voices with receipts/dump tickets attached. Contractor will re ematerial and containers when actual receipts for disposa 56 to 85 gal drum \$90 35 to 55 gal drum \$30 11 to 35 gal drum \$30 Dot 17H \$5 11 to 35 gal drum \$35 Light Tube Box(es) \$1 ITEM DESCRIPTION RATE Cost to supply various size drums. \$5 56 to 85 drum \$120 35 to 55 gal drum \$21 bot 17H \$37 21 to 30 gal drum \$5 51 to 20 gal drum \$5 51 to 20 gal drum \$27 ITEM DESCRIPTION RATE Atterials and Supplies Hazardous Waste Label/Forms 1 \$20	ost to remove and transport containers of material to certified disposal/recycles es for the materials tested by the laboratory will be paid by Public Works two cess with receipts/dump tickets attached. Contractor will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will be paid by Public Works 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial and containers when actual receipts for disposal fees are provided by the laboratory will receive a 10 per ematerial to as gal drum bot 17H \$ 90 /ea Materials and Supplies ITEM DESCRIPTION RATE UNIT Cost to supply various size drums. 56 to 85 drum \$ 120 /ea Dot 17H \$ 120 /ea 10 to 30 gal drum \$ 5 /ea Dot 17H \$ 5 \$ 1 <td< td=""><td>ost to remove and transport containers of material to certified disposal/recycling fa ses for the materials tested by the laboratory will be paid by Public Works basec voices with receipts/dump tickets attached. Contractor will receive a 10 percent is e material and containers when actual receipts for disposal fees are provided fr 56 to 85 gal drum \$90 /ea x 56 to 85 gal drum \$30 /ea x 11 to 35 gal drum \$30 /ea x Dot 17H \$5 /ea x 11 to 35 gal drum \$35 /ea x Dot 17H \$5 /ea x Sto 10 gal drum \$35 /ea x Dot 17H \$35 /ea x It to 35 gal drum \$35 /ea x Dot 17H \$35 /ea x Sto 10 gal drum \$35 /ea x Dot 17H \$120 /ea x Sto 55 gal drum \$37 /ea x Dot 17H \$37 /ea x 11 to 20 gal drum \$5 /ea x Dot 17H \$5 /ea x 11 to 20 gal drum \$27 /ea x Dot 17H \$27 /ea x It to 20 gal drum \$27 /ea <t< td=""><td>ITEM DESCRIPTION RATE UNIT cost to remove and transport containers of material to certified disposal/recycling facilities. tess for the materials tested by the laboratory will be paid by Public Works based on the works based on the works based on the using solutions. ses for the materials tested by the laboratory will be paid by Public Works based on the backs with receipts/dump tickets attached. Contractor will receive a 10 percent handling the material and containers when actual receipts for disposal fees are provided from the 56 to 85 gal drum 56 to 85 gal drum \$90 /ea X 1000 Dot 17H \$90 /ea X 1050 11 to 35 gal drum \$31 /ea X 1050 Dot 17H \$35 /ea X 100 Dot 17H \$120 /ea X 10 Sto 55 gal drum \$1 /ea X 10 Dot 17H \$120 /ea X 10 TEM DESCRIPTION RATE UNIT EXT.A</td><td>UNITSONITSCost to remove and transport containers of material to certified disposal/recycling facilities. Laboratory will be paid by Public Works based on their actual co- voices with receipts for disposal fees are provided from the disposal fa es are provided from the disposal fa s 56 to 85 gail drum Dot 17H\$90/eaX10=35 to 55 gail drum Dot 17H\$90/eaX10=3535 to 55 gail drum Dot 17H\$30/eaX1050=1111 to 35 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX10=35 to 55 gail drum Dot 17H\$120/eaX10=Subtotal Item No. 2TEM DESCRIPTIONRATEUNITEst annual Est annual UNITSubtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 2Subtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 3Subtotal Item No. 3Subtotal Item No. 3The DescriptionSubtotal Item No. 3Subtotal Item No</td></t<></td></td<>	ost to remove and transport containers of material to certified disposal/recycling fa ses for the materials tested by the laboratory will be paid by Public Works basec voices with receipts/dump tickets attached. Contractor will receive a 10 percent is e material and containers when actual receipts for disposal fees are provided fr 56 to 85 gal drum \$90 /ea x 56 to 85 gal drum \$30 /ea x 11 to 35 gal drum \$30 /ea x Dot 17H \$5 /ea x 11 to 35 gal drum \$35 /ea x Dot 17H \$5 /ea x Sto 10 gal drum \$35 /ea x Dot 17H \$35 /ea x It to 35 gal drum \$35 /ea x Dot 17H \$35 /ea x Sto 10 gal drum \$35 /ea x Dot 17H \$120 /ea x Sto 55 gal drum \$37 /ea x Dot 17H \$37 /ea x 11 to 20 gal drum \$5 /ea x Dot 17H \$5 /ea x 11 to 20 gal drum \$27 /ea x Dot 17H \$27 /ea x It to 20 gal drum \$27 /ea <t< td=""><td>ITEM DESCRIPTION RATE UNIT cost to remove and transport containers of material to certified disposal/recycling facilities. tess for the materials tested by the laboratory will be paid by Public Works based on the works based on the works based on the using solutions. ses for the materials tested by the laboratory will be paid by Public Works based on the backs with receipts/dump tickets attached. Contractor will receive a 10 percent handling the material and containers when actual receipts for disposal fees are provided from the 56 to 85 gal drum 56 to 85 gal drum \$90 /ea X 1000 Dot 17H \$90 /ea X 1050 11 to 35 gal drum \$31 /ea X 1050 Dot 17H \$35 /ea X 100 Dot 17H \$120 /ea X 10 Sto 55 gal drum \$1 /ea X 10 Dot 17H \$120 /ea X 10 TEM DESCRIPTION RATE UNIT EXT.A</td><td>UNITSONITSCost to remove and transport containers of material to certified disposal/recycling facilities. Laboratory will be paid by Public Works based on their actual co- voices with receipts for disposal fees are provided from the disposal fa es are provided from the disposal fa s 56 to 85 gail drum Dot 17H\$90/eaX10=35 to 55 gail drum Dot 17H\$90/eaX10=3535 to 55 gail drum Dot 17H\$30/eaX1050=1111 to 35 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX10=35 to 55 gail drum Dot 17H\$120/eaX10=Subtotal Item No. 2TEM DESCRIPTIONRATEUNITEst annual Est annual UNITSubtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 2Subtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 3Subtotal Item No. 3Subtotal Item No. 3The DescriptionSubtotal Item No. 3Subtotal Item No</td></t<>	ITEM DESCRIPTION RATE UNIT cost to remove and transport containers of material to certified disposal/recycling facilities. tess for the materials tested by the laboratory will be paid by Public Works based on the works based on the works based on the using solutions. ses for the materials tested by the laboratory will be paid by Public Works based on the backs with receipts/dump tickets attached. Contractor will receive a 10 percent handling the material and containers when actual receipts for disposal fees are provided from the 56 to 85 gal drum 56 to 85 gal drum \$90 /ea X 1000 Dot 17H \$90 /ea X 1050 11 to 35 gal drum \$31 /ea X 1050 Dot 17H \$35 /ea X 100 Dot 17H \$120 /ea X 10 Sto 55 gal drum \$1 /ea X 10 Dot 17H \$120 /ea X 10 TEM DESCRIPTION RATE UNIT EXT.A	UNITSONITSCost to remove and transport containers of material to certified disposal/recycling facilities. Laboratory will be paid by Public Works based on their actual co- voices with receipts for disposal fees are provided from the disposal fa es are provided from the disposal fa s 56 to 85 gail drum Dot 17H\$90/eaX10=35 to 55 gail drum Dot 17H\$90/eaX10=3535 to 55 gail drum Dot 17H\$30/eaX1050=1111 to 35 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX125=12 to 10 gail drum Dot 17H\$35/eaX10=35 to 55 gail drum Dot 17H\$120/eaX10=Subtotal Item No. 2TEM DESCRIPTIONRATEUNITEst annual Est annual UNITSubtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 2Subtotal Item No. 2TEM DESCRIPTIONRATEUNITSubtotal Item No. 3Subtotal Item No. 3Subtotal Item No. 3The DescriptionSubtotal Item No. 3Subtotal Item No

item No.	ITEM DESCRIPTION	RATE	UNIT	EST. ANNUAL UNITS	TOTAL
5.	Cost, including <u>removal, transportation and</u> Contractor will <u>not</u> receive a 10 percent handli	disposal, of ide ng fee for this s	entified material to ervice.		cycling facilities.
a.	55 gal drum (Dot 17H) Non-hazardous petroleum hydrocarbons/ VOCs /SVOCs/ contaminated soil	65 \$	/ea X	225 =	14,625 \$
b.	55 gal drum (Dot 17H) Non-hazardous petroleum hydrocarbons/ VOCs/SVOCs/contaminated water	\$ ²⁵	/ea X	275 =	_{\$} 6,875
				Subtotal Item No.	₅ \$21,500
		TOTAL		ANNUAL PRICE	
TEM IO.	ITEM DESCRIPTION			PRICE	UNIT
6.	Cost to <u>remove and transport</u> containers will <u>not</u> receive a 10 percent handling fee for	of identified ma this service.	aterial to certified	disposal/recycling fa	cilities. Contract
a.	55 gal drum (Dot 17H) Non-hazardous metal	\$10 0	/ea		
b.	55 gal drum (Dot 17H) Non-hazardous pestic contaminated soil			<mark>\$10</mark> 0	/ea
с.	55 gal drum (Dot 17H)Non-hazardous metals	<mark>\$</mark> 100	/ea		
<u>d.</u>	55 gal drum (Dot 17H) Non-hazardous pesticides/herbicides/PCB/perchlorate/ conta	minated water		_{\$} 100	/ea
e.	Pallet transport of CRT's			_{\$} 750	/pallet
lazardoi	us Soil and Water				
f.	55 gal drum (Dot 17H) Hazardous petroleum contaminated soil	hydrocarbons/\	/OCs/SVOCs/	_{\$} 125	/ea
g.	55 gal drum (Dot 17H) Hazardous metals/con	taminated soil		\$40 0	/ea
h.	55 gal drum (Dot 17H) Hazardous pesticides/ contaminated soil			_{\$} 125	/ea
i.	55 gal drum (Dot 17H)(Remove drum) Haza VOCs/SVOCs/contaminated water	,		_{\$} 125	/ea
į.	55 gal drum (Dot 17H)(Remove drum) Haza water		-, <u></u>	_{\$} 125	/ea
k.	55 gal drum (Dot 17H) (Remove drum)Hazaro perchlorate/contaminated water	lous pesticides/	/ herbicides/PCB/	_{\$} 125	/ea
on-haza	ardous/Hazardous Water Vacuum Drum				
I.	55 gal drum (Dot 17H)(leave drum at site) No hydrocarbons/VOCs/SVOCs/contaminated v	on-hazardous p vater	petroleum	<mark>\$</mark> 100	/ea
m.	55 gal drum (Dot 17H)(leave drum at site) No contaminated water			_{\$} 100	/ea
n.	55 gal drum (Dot 17H)(leave drum at site) No herbicides/PCB/perchlorate/contaminated wa	ater		_{\$} 100	/ea
o .	55 gal drum (Dot 17H)(leave drum at site) Ha hydrocarbons/VOCs/SVOCs/contaminated w		leum	s100	/ea

FORM PW-2

			FURIN PW-
р.	55 gal drum (Dot 17H)(leave drum at site) Hazardous metals/contaminated water	_{\$} 175	/ea
q.	55 gal drum (Dot 17H)(leave drum at site) Hazardous pesticides/herbicides/ PCB/perchlorate/contaminated water	_{\$} 175	/ea
<u> Julk No</u>	n-hazardous Soil and Water	• • • • • • • • • • • • • • • • • • •	
r.	Bulk soil/non-hazardous petroleum hydrocarbons/VOCs/SVOCs/ contaminated soil	_{\$} 175	/ton
S.	Bulk soil/non-hazardous metals/contaminated soil	_{\$} 175	/ton
<u>t.</u>	Bulk soil/non-hazardous pesticides/herbicides/PCB/perchlorate/	_{\$} 175	/ton
<u>u.</u>	Bulk water/non-hazardous petroleum hydrocarbons/VOCs/SVOCs/ contaminated water	_{\$} 1,750	/1,000 gallons
v .	Bulk water/non-hazardous metals/contaminated water	_s 1,750	/1,000 galions
w.	Bulk water/non-hazardous pesticides/herbicides/PCB/perchlorate/	\$1,750	/1,000 gallons
<u>ulk Haz</u>	zardous Soil and Water		
<u>x</u> .	Bulk soil/hazardous petroleum hydrocarbons/VOCs/SVOCs/contaminated soil	_{\$} 250	<i>I</i> ton
y.	Bulk soil/hazardous metals/contaminated soil	_{\$} 250	/ton
Ζ.	Bulk soil/hazardous pesticides/herbicides/PCB/perchlorate/contaminated soil	\$250	/ton
aa.	Bulk water/hazardous petroleum hydrocarbons/VOCs/SVOCs/ contaminated water	_{\$} 2,250	/1,000 gallons
bb.	Bulk water/hazardous metals/contaminated water	_{\$} 2,250	/1,000 gallons
CC.	Bulk water/hazardous pesticides/herbicides/PCB/perchlorate/ contaminated water	\$2,250	/1,000 gallons
em O.	ITEM DESCRIPTION	PRICE	UNIT
Mate	rials and Supplies		
a.	Pallet	_{\$} 45	/ea
b.	5 gal Open Top Poly	_{\$} 27	/ea
	Drum Liners	s3	/ea
С.		_ \$	/ca
	Bin Liners	<u> </u>	/ea
	Bin Liners	<u> </u>	/ea
d. e.	Bin Liners	_{\$} 50	/ea /ea
d. e. f.	Bin Liners Plastic Sheeting (6 mil, 12' roll)	_{\$} 50 _{\$} 130	/ea
d. e. f. g.	Bin Liners Plastic Sheeting (6 mil, 12' roll) Sandbag Sorbent Pad	\$50 \$130 \$5	/ea /ea /ea
d. e. f. g. h.	Bin Liners Plastic Sheeting (6 mil, 12' roll) Sandbag Sorbent Pad Clay Obsorbent Bag	\$50 \$130 \$5 \$2	/ea /ea /ea /ea

			FORM PW-2
k.	20-yard roll-off bin	_{\$} 50	/daily
 <u> </u>	25-yard roll-off bin	_{\$} 50	/daily
<u>m.</u>	30-yard roll-off bin	_{\$} 50	/daily
<u>n.</u>	4,000 gallon Baker tank	_{\$} 38	/daily
0.	6,500 gallon Baker tank	_{\$} 38	/daily
p.	DOT Specification Tri-Wall Box with hardware	\$ 500	/ea
ITEM NO.	ITEM DESCRIPTION	PRICE	UNIT
8	Equipment Use Per Day		
<u> </u>	Generator	_{\$} 25	/day
b.	Drum Dolly	_{\$} 5	/day
С.	Steam Cleaning Machine	_{\$} 500	/day
d.	Air Compressor	_{\$} 500	/day
е.	CP-20 Blower	_{\$} 200	/day
f.	Extraction Device	_{\$} 250	/day
g.	Four-Gas Monitor	\$400	/day
h.	Traffic Control	\$500	/day
i.	Level B Safety Equipment	<mark>\$</mark> 400	/day
j.	Level C Safety Equipment	\$200	/day
k.	Level D Safety Equipment	\$ 150	/day

No overtime will be paid for work performed under this contract.

Any equipment, tools and materials used to perform the work for which an hourly and/or daily unit rate is not quoted on this Form PW-2.1, Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually thereafter at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted on Form PW-2, Schedule of Prices, for equipment, tools and materials. All Published Rates shall include <u>removal and transportation</u> to County approved certified disposal/recycling facilities.

The determination of whether work is prevailing or non-prevailing work will be per Section F, Prevailing Wage and Non-Prevailing Wage Work, Exhibit A, Scope of Work.

LEGAL NAME OF PROPOSER		
OCEAN BLUE ENVIRONMEN	TAL SERVICES, INC.	
SIGNATURE OF PERSON AUTHORIZED TO SUB	MIT PROPOSAL	
JUSTIN LEE, DIRECTOR OF ADMIN		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
8/9/2017	709140	A-HAZ
PROPOSER'S ADDRESS: 925 WEST ESTHER STREET LONG BEACH, CA 90813		0
Phone	FACSIMILE	E-Mail
(562) 624-4120	(562) 824-4127	JLEE@OCEAN-BLUE.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: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.		
Company Address: 925 WEST ESTHER STREET		
City: LONG BEACH	State: CA	Zip Code: 90813
Telephone Number: (562) 624-4120		
(Type of Goods or Services): As - Needed Non Emergency Ren	noval of Hazard	lous Material

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
JUSTIN LEE	DIRECTOR OF ADMINISTRATION / TREASURER
Signature:	Date: 8/10/2017

PROPOSED CONTRACT FOR: AS NEEDED NON EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017 - AN015) SERVICE BY PROPOSER: NON EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017 - AN015) PROPOSAL DATE: <u>8/10/2017</u>		ACTORENOO							FORM PW-4
	reformation must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal or occess relation shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer studies a standard for each partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information almation shall be submitted for each partnership, joint ventue, corporate or individual proposer. The proposer would like taken thic consideration in evaluating the safety record. An explanation must be attached to the circumstances infing any and all facilities. <u>ECALENDARY FeARS PRIOR TO CURRENT YEAR</u> <u>ECALENDARY FeARS PRIOR TO CURRENT YEAR</u> <u>ECALENDARY Partnership, joint ventue, corporate or individual proposer. The proposer may attach any additional information infing any and all facilities. <u>ECALENDARY Parts PRIOR TO CURRENT YEAR</u> <u>ECALENDARY Parts PRIOR TO CURRENT YEAR</u> <u>ECALENDARY Partnership, joint ventue, corporate or individual proposer. The proposer may attach any additional information infing any and all facilities. <u>ECALENDARY Parts PRIOR TO CURRENT YEAR</u> <u>ECALENDARY Partnership, 11,771</u> 11,846 11,324 13,172 58,721 7,582 <u>ECALENDARY Partnership, 11,771 11,846 11,344 13,172 58,721 7,582</u> <u>Intition of fatalities.</u> <u>ECALENDARY Partnership, 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</u></u></u>	R AS NEEDED NON	NCY REMOV	AL OF HAZ	ARDOUS MA	TERIAL (201	7 - AN015)		
		5 CALENDAR	YEARS PRIC	<u>DR TO CURI</u>	RENT YEAR				
5 CALENDAR YEARS PRIOR TO CURRENT YEAR			2012	2013	2014	2015	2016	Total	Current Year to Date
2015 2016 Total		1. Number of contracts.	248	293	295	297	311	1,444	189
5 CALENDAR YEARS PRIOR TO CURRENT YEAR 2012 2013 2014 2016 Total 2012 2013 2014 2016 Total 2015 2013 2014 2016 Total		2. Total dollar amount of Contracts (in thousands of dollars).	9,998	11,771	11,846	11,934	13,172	58,721	7,692
ENDAR YEARS PRIOR TO CURRENT YEAR 2012 2013 2014 2015 2016 Total 2012 2013 2014 2015 2016 Total 2012 2013 2014 2015 2016 Total 2018 2013 2014 2015 311 1,444 9,998 11,771 11,846 11,934 13,172 58,721		3. Number of fatalities.	0	0	0	0	0	0	0
ENDAR YEARS PRIOR TO CURRENT YEAR 2012 2013 2014 2015 2016 Total 2012 2013 2014 2015 2016 Total 248 293 295 297 311 1,444 9,998 11,771 11,846 11,934 13,172 58,721 0 0 0 0 0 0 0 0		4. Number of lost workday cases.	0	0	0	-	-	2	-
ENDAR YEARS PRIOR TO CURRENT YEAR 2012 2013 2014 2015 2016 Total 248 293 295 297 311 1,444 248 293 295 297 311 1,444 9,998 11,771 11,846 11,934 13,172 58,721 0 0 0 0 0 0 0 0		umber of lost workday cases involving permanent transfer to lother job or termination of employment.	0	0	0	0	0	0	0
2012 2014 2016 Total 2012 2013 2014 2015 2016 Total 248 293 295 297 311 1,444 248 293 295 297 311 1,444 9,998 11,771 11,846 11,934 13,172 58,721 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		umber of lost workdays.	Û	0	0	0	288	288	σ
ENDAR YEARS PRIOR TO CURRENT YEAR 2012 2013 2014 2015 2016 Total 2012 2013 2014 2015 2016 Total 248 293 295 297 311 1,444 9,998 11,771 11,846 11,934 13,172 58,721 0 0 0 0 0 0 0 0 er to 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Signature 8/10/	The above information was compiled from the records that are avails accurate within the limitations of those records.	able to me at	this time, ar	Id I declare L	Inder penalty	of perjury th	at the inform	ation is true and
	Signature	JUSTIN LEE		t's	\ •)		1	8/10/20	17
		of Proposer or Authorized Agent (print)	Signature		N			Δ	ate

CONFLICT OF INTEREST CERTIFICATION

JUSTIN LEE

L

sole owner

general partner

managing member

President, Secretary, or other proper title) <u>DIRECTOR OF ADMINISTRATION, TREASURER</u>

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
- 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 the Los Angeles County 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 8/10/2017

PROPOSER'S REFERENCE LIST

PROPOSER NAME: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

PROPOSED CONTRACT FOR: _______ AS NEEDED NON EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN015)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: HAZMAT	SERVICE DATES: 1995 - PRESENT		SERVICE: HAZMAT / ER	SERVICE DATES: 1995 - PRESENT			
DEPT/DISTRICT: LACDPW -	OSD		DEPT/DISTRICT: LACDPW -	LOMITA ROAD			
CONTACT: ADRIANA FLOP			CONTACT: RUBEN AHUMA	ADA - SUPERVISOR			
TELEPHONE: O: 626.458.73	90		TELEPHONE: O: 310.326.38	381 / M: 562.355.7141			
FAX: 626.458.7395			FAX: 310.326.3560				
E-MAIL: AFLORES@DPW.	LACOUNTY.GOV		E-MAIL: RAHUMADA@DP	W.LACOUNTY.GOV			
SERVICE: HAZMAT	SERVICE DATES: 1995 - PRESENT		SERVICE: HAZMAT / ER	SERVICE DATES: 2015 - PRESENT			
DEPT/ DISTRICT: LACDPW -	LONGDEN		DEPT/DISTRICT: LA CO. DEP	T. BEACHES & HARBORS			
CONTACT: YEN QUACH			CONTACT: JOSE BEDOLL	A - NORTH DIST. MGR			
TELEPHONE: O: 626.445.76	30		TELEPHONE: O: 323.719.00)34 / M: 310.901.9116			
FAX: 626.445.5497			FAX: 310.306.2594				
E-MAIL: YQUACH@DPW.	LACOUNTY.GOV		E-MAIL: JBEDOLLA@DPW	LACOUNTY.GOV			
B. OTHER GOVER	NMENTAL AGENCIES A	N	D PRIVATE COMPANIES	-			
SERVICE: HAZMAT / ER	SERVICE DATES: 1998 - PRESENT		SERVICE: HAZMAT / ER	SERVICE DATES: 1998 - PRESENT			
AGENCY/ FIRM: PORT OF L	OS ANGELES		AGENCY/ FIRM: PORT OF LONG BEACH				
ADDRESS: 425 S. PALOS VERD	ES ST., SAN PEDRO CA 90731		ADDRESS: 925 HARBOR PLAZA, LONG BEACH CA 90802				
CONTACT: MANUEL RAMIF	REZ - ENV. SPCLIST		CONTACT: BOB TREON - MANAGER OF UTILITIES				
TELEPHONE: O: 310.732.37	82 / M: 310.892.6827		TELEPHONE O: 562.283.7315 / M 562.824.1669				
FAX: 310.547.4643			FAX: 562.283.7342				
E-MAIL: MRAMIREZ@POR	TLA.ORG		E-MAIL: ROBERT.TREON@POLB.COM				
SERVICE: HAZMAT / ER	SERVICE DATES: 2010 - PRESENT		SERVICE: HAZMAT / ER	SERVICE DATES: 2008 - PRESENT			
AGENCY/ FIRM: TOTAL TERMI	NALS INTERNATIONAL, LLC		AGENCY/ FIRM: PASADENA WATER & POWER				
ADDRESS: 301 HANJIN RD.	LONG BEACH CA 90802		ADDRESS: 85 EAST STATE ST., PASADENA CA 91105				
CONTACT: JENNIFER JENI	NINGS - H&S, ENV.		CONTACT: KIM YAPP - PROFESSIONAL ENGINEER				
TELEPHONE: O: 562.256.28	41 / M: 562.386.8954		TELEPHONE: 626.744.6276				
FAX: 562.499.3588			FAX: 626.396.8576				
E-MAIL JENNIFERJE@TO	TALTERMINALS.COM		E-MAIL: KYAPP@CITYOFI	PASADENA.NET			

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Address 925 WEST ESTHER STREET, LONG BEACH, CA 90813

Internal Revenue Service Employer Identification Number 33-0625817

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

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

Proposer OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	
Authorized representative JUSTIN LEE	
signature usta	Date 8/10/2017

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that 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 service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
9			
			this service
Cuboont	ractors	are not allowed	IOL TING Service
Note: Supcom			

FORM PW-8

certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and <u>attach a copy of the proof of certification</u>. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary) Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently

	odi y)						
	Subcontractor Name	Local SBE	SBE	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran
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eclaration: 1	Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accuirate	under the laws (of the State o	f California t	hat the above	e information is t	The and accurate
Print Name:		Authorized Signature	nature		Title		Date
		~					



County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

 <u>INSTRUCTIONS</u>: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

IX Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- □ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- □ Certified as a SE business by the DCBA.

□ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- □ Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- □ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- Certified as a DVBE by the DCBA.

□ DCBA certification is attached.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm OCEAN BLUE E!	VIRONMENTAL SERV	County Webven No.5125	58301			
Print Name: JUSTIN LEE		Title: DIRECTOR OF ADMIN. / TREASURER				
Signature:	=	Date: 8/10/2017				
Reviewer's Signature	Approved	Disapproved	Date			



Los Angeles County Board of Supervisors Hilda L. Solis Mark Ridley-Thomas Sheita Kuehl Don Knabe Michael D. Antonovich

Brian J. Stiger Director

May 09, 2016

WENDY MEJIA OCEAN BLUE ENVIRONMENTAL SER. 925 W Esther St. Long Beach, CA 90813

Vendor #: 51258301

Dear WENDY MEJIA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (Local SBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California Small Business certification, which expires on February 28, 2018.

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

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at (855) 230-6430 or send an email to cbesbe@dcba.lacounty.gov to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SB status, ownership, control of the firm or principal place of business during the certification period, you are required to notify the Small Business Services office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, please visit our website at <u>http://osb.lacounty.gov.</u>

Sincerely,

BRIAN J. STIGER DIRECTOR

DEBBIE CABREIRA-JOHNSON Chief, Small Business Services BJS:DCJ



500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: February 26, 2019

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that is has audited and verified the eligibility of:

OCEAN BLUE ENVIRONMENTAL SERVICES INC

Women/Minority Business Enterprise (WMBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto. Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 13050068

DETERMINATION DATE: February 26, 2016

BOARD OF PUBLIC WORKS MEMBERS

> KEVIN JAMES PRESIDENT

HEATHER MARIE REPENNING VICE PRESIDENT

> MICHAEL R. DAVIS PRESIDENT PRO TEMPORE

JOEL F, JACINTO COMMISSIONER

> LUZ M. RIVAS COMMISSIONER

FERNANDO CAMPOS EXECUTIVE OFFICER

October 31, 2016

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

CITY OF LOS ANGELES



ERIC GARCETTI

MAYOR

JOHN L. REAMER, JR. Inspector of Public Works and Director BUREAU OF CONTRACT ADMINISTRATION 1149 S. BROADWAY, SUITE 300 LOS ANGELES, CA 90015 (213) 847-1922

http://bca.lacity.org

<u>RE:</u> STATUS OF MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) <u>CERTIFICATION</u> File No. - 6381

Dear Mr. Lee:

The Bureau of Contract Administration, Office of Contract Compliance has implemented a change to the City of Los Angeles MBE/WBE Certification Rules and Regulations; certifications will remain valid beyond the period indicated in the issued certification approval letters. A firm shall remain certified unless and until its certification is removed for cause.

The City reserves the right to request additional information and/or conduct on-site visits at any time during the certification period to verify any documentation submitted with your application. If there are any changes in your firm's name, address, ownership, control, or work category, you are still required to notify this office of those changes in writing. Please include your file number on each page of correspondence relating to these matters.

Your certification status can be verified in the City of Los Angeles DBE/MBE/WBE database at <u>http://bca.lacity.org</u> or by calling our office at (213) 847-2684.

If you have any questions regarding this matter, please contact the Centralized Certification Administration at (213) 847-2684.

Sincerely,

Alu Slunder

Lynda McGlinchey, Certification Manager Office of Contract Compliance Bureau of Contract Administration

Welcome <u>Logout</u> Need assistance? Contact us			20			bispo, Santa Barbara, Santa Cruz,	including confined space entry), services industrial clasnin				10	Feb 28, 2018
			(562) 624-4120			iego, San Luis Ol	y spill response () n transportation					
	ICES INC - #9147	RVICES INC RVICES INC	Phone FAX			lmperial, Los Angeles, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura,	hazardous waste removal and transportation firm, waste disposal, 24 hour emergency spill response (including confined space entry), hazardous, non-hazardous and bio-hazardous waste management, lab pack and drum transportation services industrial cleanin		osal oosal I		FROM	Mar 20, 2013
Department of General Services PHILDING GREEN SUPRISE GREEN	OCEAN BLUE ENVIRONMENTAL SERVI Supplier Fraffie	OCEAN BLUE ENVIRONMENTAL SERVICES INC OCEAN BLUE ENVIRONMENTAL SERVICES INC	925 W ESTHER ST LONG BEACH, CA 90813	<u>moonholee@aol.com</u>	Construction Service	Imperial, Los Angeles, Monterey, Or Ventura,	hazardous waste removal and trans hazardous, non-hazardous and bio-	s A-General Engineering	761215 - Refuse collection and disposal 761216 - Nonhazardous waste disposal 761219 - Hazardous waste disposal 761316 - Toxic spill cleanup 761317 - Oil spill cleanup		STATUS	Approved
Con Ger	OCEAN BLUE EN	Legal Business Name Doing Business As	Address	Email	Business Types	Service Areas	Keywords	Construction License Types A - General Engineering	Classifications	Active Certifications	TYPE	SB



CITY OF LONG BEACH Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 189683 Karen Carrillo Ocean Blue Environmental Services 925 W. Esther St. Long Beach, CA 90813

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

City of Long Beach

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

NAICS code(s) for which SBE status is recognized: 562112 SBE Certificate Effective Date: 04/07/16 SBE Certificate Expiration Date: 04/07/19

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

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

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

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,

Acting Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099



Port of LONG BEACH The Green Port

Small Business Enterprise Program

www.polb.com/sbe

Certified Small Business Enterprise

Vendor Account Number: 252225 Wendy Mejia OCEAN BLUE ENVIRONMENTAL SERVICES, INC. 925 West Esther Street LONG BEACH, CA 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Port of Long Beach (Port). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved.

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

NAICS code(s) for which SBE status is recognized: 562112,562112,562111 SBE Certificate Effective Date: 02/04/16 SBE Certificate Expiration Date: 02/04/19

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

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

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

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely, Sashi Muralidharan SBE Administrator Port of Long Beach

4801 Airport Plaza Drive, Long Beach, CA, 90815 Telephone (562) 283-7598 email: sbeprogram@polb.com

Los Angeles Unified School District

Facilities Services Division

MICHELLE KING Superintendent of Schools



MARK HOVATTER Chief Facilities Executive

LORENA PADILLA-MELENDEZ Director of Community Relations and Small Business Enterprise

November 01, 2016

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

Re: Certification of Small Business Enterprise (SBE) Status

Dear Business Owners:

Thank you for submitting your application for Small Business Enterprise (SBE) certification to the Los Angeles Unified School District (LAUSD). Per our evaluation of the information you provided in your application and the North American Industry Classification System code you identified, your status as an SBE with LAUSD has been approved for the term specified below. LAUSD is pleased to issue this SBE certificate subject to the following conditions:

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

562112 Hazardous Waste Collection

562910 Remediation Services

SBE Certificate Effective Date: 11/01/2016 SBE Certificate Expiration Date: 11/01/2019

Work performed by your firm that falls within the above referenced NAICS code(s) will be counted as SBE participation for work performed on LAUSD contracts. To maintain a valid SBE Certificate after three years with LAUSD, you must renew your self-certification with LAUSD or register with the Small Business Administration before the SBE certification expiration date referenced above expires.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, in its sole discretion, disqualify this firm from participation in an LAUSD contracts for a period of up to five years.

This SBE certification is recognized by the Metropolitan Water District of Southern California and its reciprocating agencies according to the same terms and conditions. If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program Office immediately at (213) 241-1302.

Sincerely,

Kimberly Frelow Small Business Program Manager

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

FIRM NAME: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	
My County (WebVen) Vendor Number: 51258301	

II. <u>FIRM/ORGANIZATION INFORMATION</u>: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure: Sole Proprietors	ship 🗖 Partne	ership	Corporation		Franchise			
Other (Please Specify):								
Total Number of Employees (including owners): 52								
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:								
Race/Ethnic Composition	Owners/F Associate	the second se	Managers		Staff			
	Male	Female	Male	Female	Male	Female		
Black/African American					5	1		
Hispanic/Latino		1	7		28	1		
Asian or Pacific Islander			2					
American Indian								
Filipino								
White	1		4		2			

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	%	%	%	%	%	49 %
Women	%	51 %	%	%	%	%

IV. <u>CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES</u>: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following <u>and attach a copy of your proof of certification</u>. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
DCBA - LSBE - 51258301			Х		2/2/2018
SUPPLIER CLEARING HOUSE	x	x			2/26/2019

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

DIRECTOR OF ADMINISTRATION 7/24/2017	Authorized Signature:	Title:	Date:
	Just C	DIRECTOR OF ADMINISTRATION	7/24/2017

LOCAL SEE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <u>GAINGROW@dpss.lacounty.gov</u>.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

- B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
 - X____YES _____NO
- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES ____NO X N/A (Program not available)

Signature	Title DIRECTOR OF ADMINISTRATION
Eirm Name	Date
OCEAN BLUE ENVIRONMENTAL SERVICES	8/10/2017

TRANSMITTAL FORM TO REQUEST AN <u>RFP</u> SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten 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	Rea	uiremer	nts
reprisedent	01		1104	anemo	100

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 **ten 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	r County use only	
Date Transmittal Received by County:	Date Solicitation Released:	
Reviewed by:		
Results of Review - Comments:		
Date Response sent to Proposer:		

CHARITABLE CONTRIBUTIONS CERTIFICATION

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Company Name

925 WEST ESTHER STREET, LONG BEACH, CA 90813

Address

33-0625817

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers fo Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	1 r 1 /	()
OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.		()
8/10/2	017	
Signature Date		

JUSTIN LEE, DIRECTOR OF ADMINISTRATION Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a <u>separate sheet</u>, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:		SERVICE:	TERMINATING DATE:
NAME OF TERMINATING F	I IRM		NAME OF TERMINATING F	IRM
ADDRESS OF FIRM		ĺ	ADDRESS OF FIRM	
CONTACT PERSON:			CONTACT PERSON:	
TELEPHONE:			TELEPHONE:	
FAX:			FAX:	
E-MAIL:]	E-MAIL:	
SERVICE:	TERMINATING DATE:		SERVICE:	TERMINATING DATE:
NAME OF TERMINATING F	IRM		NAME OF TERMINATING F	RM
ADDRESS OF FIRM			ADDRESS OF FIRM	
CONTACT PERSON:			CONTACT PERSON:	
TELEPHONE:			TELEPHONE:	
FAX:			FAX:	
E-MAIL:			E-MAIL:	
SIGNATURE	=7-		DATE:	

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: ____OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. 🗆 Pending Litigation	Threatened Litigation	Judgment (check one)
-------------------------	-----------------------	----------------------

- 1. Against
 Proposer;
 Principal;
 Both (check as appropriate)
- 2. Name of Litigation/Judgment:
- 3. Case Number:
- 4. Court of Jurisdiction:
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. D Pending Litigation D Threatened Litigation D Judgment (check one)

- 1. Against
 Proposer;
 Principal;
 Both (check as appropriate)
- 2. Name of Litigation/Judgment:
- 3. Case Number: _____
- 4. Court of Jurisdiction:
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Date: _ 8/10/2017 \ue Signature of Proposer:

AS-NEEDED NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN015) PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

Proposer's Name

925 WEST ESTHER STREET, LONG BEACH, CA 90813

Address

- If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Date: 8/10/2017 Signature of Proposer:

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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: JUSTIN LEE	Title: DIRECTOR OF ADMINISTRATION
Signature: Justa 1-	Date: 8/10/2017
\bigcirc	

FORM PW-17

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: OCEAN BLUE ENV	IRONMENTAL SERVICES, INC.	
Company Address: 925 WEST ESTH	ER STREET	
City: LONG BEACH	State: CA	Zip Code: 90813
Telephone Number: (562) 624-4120	Email Address: JLEE@OCEAN-BLUE.COM	
Solicitation/Contract for <u>As - Needed</u>	Non Emergency Removal of Hazardou	s Material (2017-AN015) Services

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
JUSTIN LEE	DIRECTOR OF ADMINISTRATION
Signature: Just = 7-	Date: 8/10/2017

DW 10		
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AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL (2017-AN015)

MINIMUM REQUIREMENTS AFFIRMATION

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form and/or your Proposal may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer and proposer's on-site operation supervisors/managers must each have a minimum of five years of experience in the removal and disposal of hazardous material ÷
- Yes. Proposer and proposer's onsite operation supervisors/managers do meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement.) X

Proposer Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
	7/1994 to		
Ocean Blue Environmental Services, Inc.	Present	Hazmat Emergency Response and Hazardous Waste Management	TAB 3-C

containing the proposer's resume/experience. (Please attach additional pages if needed) ī 'n

FC 1 PW-18

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

And, onsite operation supervisors/managers,

Supervisors'/Managers' Name (Mth Mt	Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
MOONHO LEE 7/1994 T	7/1994 TO PRESENT	MANAGE & SUPERVISE EMERGENCY & NON-ER SERVICES	TAB 3-C
ED LONG 6/1980 T	6/1980 TO PRESENT	MANAGE & SUPERVISE EMERGENCY & NON-ER SERVICES	TAB 3-C
ED ACOSTA 5/1980 T	5/1980 TO PRESENT	MANAGE & SUPERVISE EMERGENCY & NON-ER SERVICES	TAB 3-C

additional pages if needed)

No. Proposer or proposer's onsite operation supervisors/managers do not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

- Proposer must possess the following active and valid licenses/certifications: 2
- Class A General Engineering Contractor's license with Hazardous Substances Removal Certification. ເດ່
- b. State of California Highway Patrol Hazardous Materials Transportation License.
- State of California License to Transport Hazardous Material issued by the Department of Motor Vehicles. స
- d. Federal Environmental Protection Agency License.
- e. Trauma Scene Waste Management Practitioner License.
- f. Medical Waste Hauler Registration License.
- Incident Command System Certification; ICS-200 OR ICS-300.

FORM PW-18

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

These licenses/certifications must stay valid and active during the term of this Contract.

Yes. Proposer has submitted copies of the above listed licenses/certifications. Please complete the chart below. X

ALL LICENSES/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license. Failure to demonstrate compliance with the required licenses and/or certifications may result in rejection of the Proposal as All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. nonresnonsiva

License/Certification NameLicense/CertificationActive Datesa) Class A General Engineering Contractor's license with Hazardous Substances Removal Certification709140PRESENT-7/31/2018b) State of California Highway Patrol Hazardous Materials709140PRESENT-6/30/2017c) State of California License to Transport Hazardous Material0119128PRESENT-6/30/2019d) Federal Environmental Protection Agency License0119128NON-EXPIRINGd) Federal Environmental Protection Agency LicenseCAD983608258NON-EXPIRINGf) Medical Waste Hauler Registration License3354PRESENT-4/17/2018g) ICS-200 OR ICS-300 Certification. ICS stands for (Incident3354PRESENT-4/17/2018g) ICS-200 OR ICS-300 Certification. ICS stands for (IncidentVARIOUSNON-EXPIRING	Ē	nonresponsive.			
tor's license with Top140 F Zardous Materials Hazardous Materials Hazardous Material CAD983608258 CAD983608258 CAD983608258 CAD983608258 PF TSW 66 PF TSW 66 PF TSW 66 PF tands for (Incident VARIOUS		Name	License/Certification Number	Active Dates	Page Number*
zardous Materials 111486 F Hazardous Material 0119128 0119128 PF icense CAD983608258 PF oner License TSW 66 PF 3354 P	<u>a</u>	Contractor's license Sertification	709140	PRESENT-7/31/2018	TAB 7
Hazardous Material0119128Icense0119128IcenseCAD983608258IcenseTSW 66PFOner LicenseTSW 66Itands for (IncidentVARIOUS	q	Patrol Hazardous Materials	11486	PRESENT-9/30/2017	TAB 7
icense CAD983608258 oner License TSW 66 F 3354 itands for (Incident VARIOUS	ΰ	State of California License to Transport Hazardous Material issued by the Department of Motor Vehicles	0119128	PRESENT-6/30/2019	TAB 7
oner License TSW 66 F 3354 3354 tands for (Incident VARIOUS	ਓ		CAD983608258	NON-EXPIRING	TAB 7
3354 tands for (Incident VARIOUS	ê	Practitioner License	TSW 66	PRESENT-4/17/2018	TAB 7
ICS stands for (Incident VARIOUS	¢	Medical Waste Hauler Registration License	3354	PRESENT-10/31/2017	TAB 7
	(b		VARIOUS	NON-EXPIRING	TAB 7

*List the page number in the proposal containing copies of the proposer's licenses/certifications. (Please attach additional pages if needed)

No. Proposer does not possess the licenses/certifications stated above. If you check this box, your proposal will be immediately <u>disqualified as nonresponsive.</u>

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. е С
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course. X

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Proposer's Staff Name	40 Hrs. of HAZWOPER Course Date of Completion	Annual HAZWOPER Refresher Course Date of Completion	Page Number*
Moonha Lee	November 20, 1994	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Ron Dare	August 23, 1996	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Edmund Acosta	October 7, 1992	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Edward Long	December 4, 1987	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Rico Ruiz	August 19, 1994	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Danieł Gaeta	May 26, 2000	March 25, 2017, 8-Hour Refresher Course	TAB 3-B

List the page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed)

No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the as If you check this box, your proposal will be immediately disqualified required annual HAZWOPER refresher course. nonresponsive. FC | PW-18

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and responsibilities. с. С
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course.

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Proposer's Staff Name	40 Hrs. of HAZWOPER Course Date of Completion	Annual HAZWOPER Refresher Course Date of Completion	Page Number*
Bill Piekkola	February 11, 2006	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Chris Anguiano	February 3, 2011	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Luis Valadez	June 7, 2009	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Ivan Castallenos	October 14, 2006	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Julio Gaeta	September 1, 2000	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Jose Borrayo	November 7, 1998	March 11, 2017, 8-Hour Refresher Course	TAB 3-B

LIST THE page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed) No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the <u>If you check this box, your proposal will be immediately disqualified as</u> required annual HAZWOPER refresher course. <u>nonresponsive.</u>

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. с. С
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course.

X

Proposer's Staff Name	40 Hrs. of HAZWOPER Course	Annual HAZWOPER Refresher Course	Page
			Number
	November 7, 1998	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
i	November 7, 1998	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
	November 7, 1998	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
	November 7, 1998	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
	September 3, 1999	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
	May 2, 2005	March 11, 2017, 8-Hour Refresher Course	TAB 3-B

All Proposer's staff who may be assigned to this service shall be listed.

*List the page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed) No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course. If you check this box, your proposal will be immediately disqualified as <u>If you check this box, your proposal will be immediately disqualified as</u> <u>nonresponsive.</u>

FC] PW-18

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. ы.
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course.

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Page Number*	TAB 3-B					
Annual HAZWOPER Refresher Course Date of Completion	March 11, 2017, 8-Hour Refresher Course	March 11, 2017, 8-Hour Refresher Course	March 11, 2017, 8-Hour Refresher Course	March 25, 2017, 8-Hour Refresher Course	March 11, 2017, 8-Hour Refresher Course	March 11, 2017, 8-Hour Refresher Course
40 Hrs. of HAZWOPER Course Date of Completion	June 27, 2009	June 27, 2009	June 27, 2009	March 8, 2012	March 27, 2014	February 16, 2011
Proposer's Staff Name	Oscar Hernandez	Miguel Jimenez	Ruben Martinez	Raul Sandoval	Omar Valadez	Henry Monge

All Proposer's staff who may be assigned to this service shall be listed.

*List the page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed)

No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course. If you check this box, your proposal will be immediately disqualified as nonresponsive.

FC] PW-18

AS NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of responsibilities. 3
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course. $\mathbf{\times}$

may be assigned to this service shall be listed.	
All Proposer's staff who	

Proposer's Staff Name	40 Hrs. of HAZWOPER Course Date of Completion	Annual HAZWOPER Refresher Course Date of Completion	Page Number*
Justin Lee	May 17, 2013	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
Eddie Valadez Jr.	November 21, 2013	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Ernesto Hernandez	August 14, 2014	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Filiberto Reyes	December 7, 2012	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Brandon Martinez	October 11, 2013	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
Francisco Reyes	November 15, 2013	March 11, 2017, 8-Hour Refresher Course	TAB 3-B

contraining record of the proposer's start france and dates courses were taken. (mease attach additional pages if needed) No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the If you check this box, your proposal will be immediately disqualified as required annual HAZWOPER refresher course. nonresponsive.

(2017-AN015)

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- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course.

 \mathbf{X}

All Proposer's staff who may be assigned to this service shall be listed.

*List the page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed) No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the If you check this box, your proposal will be immediately disgualified as required annual HAZWOPER refresher course. <u>nonresponsive.</u>

(2017-AN015)

- Emergency Response (HAZWOPER) training and the required annual HAZWOPER refresher course, as specified in 29 Code of Federal Regulation 1910.120 and Title 8 California Code of Regulation 5192, with the appropriate hours completed for their level of Proposer's project managers, supervisors, and workers shall have a minimum of 40 hours Hazardous Waste Operations and responsibilities. က်
- Yes. Proposer's project managers, supervisors, and workers have completed a minimum of 40 hours HAZWOPER training and the required annual HAZWOPER refresher course.

X

Proposer's Staff Name	40 Hrs. of HAZWOPER Course Date of Completion	Annual HAZWOPER Refresher Course Date of Completion	Page Number*
Septer	September 16, 2016	March 11, 2017, 8-Hour Refresher Course	TAB 3-B
May 1, 1997	1997	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
June 1	June 16, 1996	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
May 23, 2007	2007	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
July 22, 2006	2006	March 25, 2017, 8-Hour Refresher Course	TAB 3-B
June 6, 2012	2012	March 25, 2017, 8-Hour Refresher Course	TAB 3-B

All Proposer's staff who may be assigned to this service shall be listed.

*List the page number in the proposal containing record of the proposer's staff name and dates courses were taken. (Please attach additional pages if needed) No. Proposer's project managers, supervisors, and workers have not completed a minimum of 40 hours HAZWOPER training and the If you check this box, your proposal will be immediately disqualified as required annual HAZWOPER refresher course. <u>nonresponsive.</u>

(2017-AN015)

- 4. Proposer's field Chemist/Environmental Assessor providing services under this Contract shall meet one of the following:
- A four-year college degree in Chemistry/Biochemistry and a minimum of five years of related experience in the field of hazardous material removal and transportation.

Page Number*	
Years of Experience	
Degree Type	
Name of Chemist/Environmental Assessor	

*List the page number in the proposal containing the Chemist/Environmental Assesor's degree/resume/experience.

 $ar{\mathbf{X}}$ 40 Hours certification from an accredited school in the field of hazardous material removal along with ten years of experience in the field of hazardous material removal and transportation.

Page Number*	TAB 3-E	
Years of Experience	36	
Certificate Number	Univ. of SOCAL & Haz Material Handling Disposal 36	1 - 1
Name of Chemist/Environmental Assessor	ED LONG	

List the page number in the proposal containing the Chemist/Environmental Assesor's certificate/resume/experience.

🔟 A certification as a Registered Environmental Assessor (REA) and a minimum of five years of experience in the field of hazardous material removal and transportation.

Name of Chemist/Environmental Assessor	Certificate Number	Years of Experience	Page Number*
ED LONG	REA-03446	36	TAB 3-E

*List the page number in the proposal containing the Chemist/Environmental Assesor's degree/resume/experience.

X Yes. Proposer has submitted proof of a vali Registration pursuant to Labor Code 1725.5.			
Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates
OCEAN BLUE ENVIRONMENTAL SERVICES	1000002621	5/25/2017	6/30/2018
No. Proposer has NOT submitted proof of a valid and active State of California Department of Industrial relations Public Works Contractor Registration. <u>If you check this box, your proposal will be immediately disqualified as nonresponsive.</u> Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.	roof of a valid and active Staf your proposal will be imm te information stated above statements in connection	valid and active State of California Department of Industrial relations Public Works Contractor oposal will be immediately disqualified as nonresponsive. Indion stated above is true and accurate. Proposer further acknowledges that if any false, ments in connection with this proposal are made, the proposal may be rejected at the sole	ent of Industrial relations Public Works Contractor <u>is nonresponsive.</u> Proposer further acknowledges that if any false, made, the proposal may be rejected at the sole
Signature Lace	Title DIRECTOR OF ADMINISTRATION	TRATION	
CEAN BLUE ENVIRONMENTAL SERVICES, INC.	Date 8/10/2017		

Fram PW-18

Tab 10



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

PUBLISHED RATES EFFECTIVE FEBRUARY 7, 2017

DEFINITIONS

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

Overtime: Monday through Friday, before 8:00 AM and after 5:00 PM, and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

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

Labor Day Presidents Day Memorial Day Thanksgiving Day Columbus Day

MINIMUM CHARGES

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

DISPOSAL AND OUTSIDE COSTS

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

PAYMENT TERMS

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

LONG BEACH





FEBRUARY 7, 2017 PUBLISHED RATES

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

CLASSIFICATION	STRAIGHT <u>TIME</u>	OVER- <u>TIME</u>	PREMIUM <u>TIME</u>
PROJECT MANAGER	126.00	166.00	166.00
SUPERVISOR	97.00	116.00	132.00
CHEMIST / INDUSTRIAL HYGIENIST	193.00	22 1.00	221.00
LEAD TECHNICIAN	68.00	98.00	128.00
EQUIPMENT OPERATOR	65.00	97.00	124.00
TECHNICIAN	61.00	8 6.00	112.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	85.00	12 7.00	170.00

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

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES	HOURLY RATE
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	53.00
GEAR TRUCK W/ LIFTGATE	53.00
EMERGENCY RESPONSE UNIT - LARGE	248.00
EMERGENCY RESPONSE UNIT - SMALL	171.00
CREW VAN	47.00
BOB CAT W/SOLID TIRES	58.00
VACUUM TRAILER - 20 BBL	58.00
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	142.00
VACUUM TRUCK - 120 BBL*	163.00
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	184.00
AIR EXCAVATOR*	142.00
HYDRO EXCAVATOR	263.00
OMNI VAC - 85 BBL*	263.00
JETTER / VACTOR COMBO UNIT*	263.00
ROLL-OFF TRUCK*	142.00
ROLL-OFF TRUCK AND TRAILER*	163.00
DUMP TRUCK - 10 WHEEL*	100.00
25' BOX VAN*	100.00
45' BOX VAN*	116.00
45' FLAT BED*	116.00
25' EQUIPMENT TRAILER	37.00

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



FEBRUARY 7, 2017 PUBLISHED RATES

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.) 6-PACK BREATHING AIR BOTTLES 5-MINUTE EGRESS AIR BOTTLE TRIPOD W/DOUBLE WINCHES FULL BODY HARNESS W/ SHOCK ABSORBER COPPUS BLOWER 4-GAS AIR MONITOR PID METER MERCURY VAPOR ANALYZER OVA MONITOR PERSONAL 4 GAS METER ELECTRIC BLOWER	145.00 290.00 41.00 260.00 37.00 210.00 318.00 441.00 551.00 386.00 263.00 68.00	DAILY DAILY DAILY DAILY DAILY DAILY DAILY DAILY DAILY DAILY DAILY
ARROW BOARD PORTABLE DECON STATION W/ARROWBOARD BARRICADES W/ REFLECTORS, EACH DELINEATOR/REFLECTIVE, EACH NO TURN RIGHT OR LEFT SIGNS, EACH TRAFFIC CONE/REFLECTIVE, EACH TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	34.00	DAILY DAILY DAILY DAILY DAILY DAILY DAILY
5. CLEANING EQUIPMENT		
	331.00 226.00 237.00	DAILY DAILY HOURLY DAILY HOURLY HOURLY DAILY DAILY EACH
6. PORTABLE STORAGE UNITS		
20-YARD BIN, OPEN TOP 20-YARD BIN, CLOSED TOP 40-YARD BIN, OPEN TOP 40-YARD BIN, CLOSED TOP 4" TANK MANIFOLD BIN LINERS		DAILY DAILY DAILY DAILY



FEBRUARY 7, 2017 PUBLISHED RATES

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	221.00	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	166.00	DAILY
BOOM 8"x12" (DEPLOYED)	2 00	PER FT/DAY
BOOM 4"x12" (DEPLOYED)		PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR		HOURLY
22' x 8' SELF POWERED BARGE		HOURLY
19' TOOL SPILL BOAT W/90HP	95.00	
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	79.00	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	63.00	HOURLY
12' PUNTS	37.00	HOURLY
12' PUNTS W/ 5HP MOTOR	47.00	HOURLY
GLOW STICKS FOR BOOM	6.00	EACH
SPLASH ZONE 2-PART SEALER	173.00	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.00	DAILY
15 LBS ANCHORS W/ 10' CHAIN		DAILY
24" BOEYS		DAILY
EMERGENCY RESPONSE TRAILER		DAILY
ROPE MOP SKIMMER		HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK		HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM		HOURLY
SKIMMER TRAILER	221.00	
ABSORBENT BOOM TRAILER		DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	289.00	
FORKLIFT TRAILER	105.00	DAILY
8. MATERIALS		
10 GALLON DOT DRUM, STEEL	53.00	EACH
15 GALLON DOT DRUM, POLY		EACH
16 GALLON DOT DRUM, STEEL		EACH
20 GALLON DOT DRUM, STEEL		EACH
30 GALLON DOT DRUM, POLY	56.00	EACH
30 GALLON DOT DRUM, STEEL	56.00	EACH
5 GALLON DOT DRUM	20.00	EACH
55 GALLON DOT DRUM, POLY	66.00	EACH
55 GALLON DOT DRUM, STEEL	65.00	EACH
55 GALLON DOT DRUM, BIO	42.00	EACH
85 GALLON DRUM, OVERPAK, STEEL	236.00	EACH
95 GALLON DRUM, OVERPAK, POLY	236.00	EACH
ACID SPILFYTER NEUTRALIZER PER QT	21.00	EACH
BASE SPILFYTER NEUTRALIZER PER QT	21.00	EAĆH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)		PER GALLON
BLEACH		PER GALLON
CAUTION / BARRICADE TAPE		PER ROLL
	341.00	
CHLOR-D-TECT Q4000	20.00	
CITRI-CLEAN, 55 GALLON		PER DRUM
DIESEL FUEL (EQUIPMENT) DRUM LABEL		PER GALLON
	1.00 SAN DIE	
PAGE 3 OF 6		



FEBRUARY 7, 2017 PUBLISHED RATES

925 West Esther Street Long Beach, CA 90813

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

DRUM LINER	3.00	EACH
DUCT TAPE	7.00	PER ROLL
EAR PLUGS 200/BOX	110.00	PER BOX
FACE SHIELD	14.00	EACH
HAND AUGER	92.00	DAILY
HAND CLEANER	8.00	CAN
HEPA VACUUM FILTER PROTECTORS		EACH
HEPA VACUUM REPLACEMENT BAGS		EACH
OIL SORBENT POM POMS		PER BALE
PH PAPER		PER BOX
PLASTIC BAGS	79.00	
PLASTIC SHEETING		PER ROLL
RAGS, 50 LB BOX		PER BOX
ROPE 1/2 POLY, 100' ROLL		PER ROLL
ROPE 5/8 POLY, 100' SPOOL		PER ROLL
SAMPLE JARS - 1QT		EACH
SAND BAGS		EACH
SHRINK WRAP		ROLL
SIMPLE GREEN		PER GALLON
SODA ASH		PER GALLON
SORBENT BOOM W/ JELLING MATERIAL		PER BALE
SORBENT BOOM, 8"x10"		EACH
SORBENT PADS 18"x1/4" (200/BALE)		PER BALE
SUPERFINE, 25 LB BAG		
TRIWALL BOXES		PER BAG
		EACH
VACTOR FLEX HOSE 4" VACTOR FLEX HOSE 6"		PER FOOT
		PER FOOT
VERMICULITE	32.00	PER BAG
9. TOOLS AND OTHER EQUIPMENT		
BIO-HAZARD "BLOOD" SPILL KIT	110.00	
BOAT HOOKS 3'-9' TELESCOPING		DAILY
BOBCAT SWEEPER ATTACHMENT	158.00	
BROOMS HAZ-MAT		DAILY
CHAIN W/ BINDERS		DAILY
CHEST WADERS		DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	158.00	DAILY
COM-A-LONG - 4000 LBS	7.00	DAILY
CONCRETE SAW	166.00	DAILY
CONCRETE SAW BLADE	56.00	EACH
CUTTING TORCH	160.00	DAILY
DEMO TOOLS	83.00	DAILY
DRUM SAMPLING ROD (GLASS)	8.00	EACH
DRUM VACUUM - 55 GALLON	127.00	DAILY
EXPLOSION-PROOF FLASH LIGHT	28.00	DAILY
EXTENSION LADDER	14.00	
EYEWASH STATION	34.00	
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	236.00	
FORK LIFT	204.00	
GENERATOR 28KH TRAILER MOUNTED		HOURLY
PAGE 4 OF 6	SAN DIE	.GU 🍼



FEBRUARY 7, 2017 PUBLISHED RATES

GENERATOR, 5500 WATTS	131.00	DAILY
HAND TOOLS	56.00	DAILY
HAND WASHING STATION	53.00	DAILY
HAZ-CAT KIT	22.00	PER TEST
HEAVY DUTY JETTER NOZZLES		DAILY
HEPA VACUUM (DRY)	166.00	DAILY
HIP WADERS	56.00	DAILY
HUDSON SPRAYER		DAILY
JACK HAMMER 90 LBS		DAILY
LIFE JACKETS		DAILY
LIGHT STAND (2 BULBS)		DAILY
LIGHT TOWER (4 BULBS)		DAILY
MEALS ON SPILLS		EACH
MERCURY VACUUM	551.00	
NON-SPARKING COLD CUTTER / RIVET BUSTER		DAILY
NON-SPARKING COLD CUTTER TIPS		EACH
PER DIEM ALLOWANCE ON TRAVEL	173.00	
PICKS "MINERS"		DAILY
PLUG & DIKE, 1 LB CAN		EACH
POLY SIPHON (POGO) PUMP		EACH
PORTABLE RESTROOM W/SINK	166.00	
PROFILING FEE (PER WASTE STREAM)		EACH
RADIO 2-WAY, INTRINSICALLY SAFE		DAILY
RAKES		DAILY
SAMPLE COOLER		DAILY
		DAILY
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')		DAILY
SCAFFOLDING - TOWERS (5' x 5' x 10')		DAILY
SHOVELS/HAZ-MAT		DAILY
SKIL SAW		DAILY
STEEL SPIKES, 36"		DAILY
TRUCK RAMPS (30,000 LBS)	315.00	
VAPOR TIGHT DROP LIGHTS	166.00	
VENTILATION FAN WATER METER	127.00	
	276.00	
WATER TANK TRAILER W/ PUMP DRUM DOLLY	373.00	
	26.00	DAILY
10. PERSONAL PROTECTIVE EQUIPMENT (PPE)		
LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT		
WITH SCBA	525.00	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU-		
LATED SUIT, BUT NOT GAS TIGHT W/SCBA	166.00	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR		
PURIFYING RESPIRATOR	71.00	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR		
RAINGEAR SUIT WITH GLOVES, BOOTS,		
HARDHAT AND SAFETY GLASSES	34.00	PER SET
LONG BEACH	SAN DIE	

PAGE 5 OF 6



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

FEBRUARY 7, 2017 PUBLISHED RATES

1. STORM DRAIN FILTERS FOR CURB INLETS

Curb opening size:	Filter Bag - Small Particulates	Filter Bag - Large Particulates
36"	\$ 481.0	0 \$ 390.00
42"	546.0	0 455.00
48″	611.0	0 520.00
60"	676.0	0 585.00
84"	741.0	0 650.00

2. FILTERS FOR DRIP INLETS

Drop inlet size:	Filter Bag - Small Particulates	Filter Bag - Large Particulates
12" X 12"	403.00	325.00
18" X 18"	468.00	390.00
24" X 24"	546.00	468.00
25" X 36"	598.00	520.00
36" X 36"	663.00	585.00
48" X 48"	891.00	813.00

3. FILTERS FOR ROUND INLETS

Round inlet size:	Filter Bag - Small Particulates	Filter Bag - Large Particulates
12" - 24"	566.00	488.00

:11

Replacement Filter Bags	Each	30% of Original Filter
Optional Media - Oil Rubberizer	Each	72.00
Optional Media - ZPG Blend	Each	72.00
Optional Media - SAC	Each	72.00
Optional Media - Zeolite	Each	72.00
Optional Media - Activated Carbon	Each	72.00
Optional Media - Perlite	Each	72.00

LONG BEACH



Tab 11



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

T.S.D.F. List for Los Angeles County Department of Public Works

<u>Crosby & Overton</u> (RCRA, NON-RCRA and NON HAZ) 1630 W. 17th St., Long Beach CA.90813 (562) 432-5445 Bulk Liquids / Drummed Waste / Lab Pack

<u>U.S. Filter</u> (RCRA Waste) 5215 S. Boyle Ave., Los Angeles, CA 90058 (213) 277-1500 NON-RCRA Solids

<u>Paramount Resource Recycling</u> (E-Waste, Regular Trash) 7230 Peterson Lane, Paramount CA 90723

<u>Kinsbursky Brothers</u> (Batteries) 1314 N. Lemon St., Anaheim CA (714) 738-8516 EPA# CAD088504881

<u>Lighting Resources, Inc.</u> (Light Tubes, Light Bulbs, Batteries, Mercury) 805 E. Francis St., Ontario CA 91761 (909) 923-7252 <u>Azusa Landfill</u> (Asbestos) 1201 W. Gladstone St., Azusa CA 91702 (818) 334-0719

<u>Medical Waste Services</u> (Bio-hazardous Waste) 9321 Quimby St., Paramount CA 90732 (888) 610-1311

<u>L.A. County Sanitation</u> (Sewage) 24501 S. Figueroa St. Carson CA 90607 (562) 864-2953

<u>Southwest Processors</u> (Clarifier Waste) 4120 Bandini Blvd., Los Angeles CA 90023 800.900.3366

<u>Commercial Filter Recycling</u> (Oil Filters) 1000 E. Slauson Avenue, Los Angeles, CA 90811 (800) 645-3458 EPA# CAL000827758



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

Below is Ocean Blue's list of equipment

				-	
UNIT#	YEAR / MAKE / MODEL	UNIT#	YEAR / MAKE / MODEL	UNIT#	YEAR / MAKE / MODEL
100	2006 GMC YUKON XL SLT	403	2013 INTERNATIONAL	PW16	CARSON TRLR
_101	2015 CHEVY 3500	404	2004 INTERNATIONAL	T501	2007 DRAGON ESP
104	2003 DODGE RAM 2500	502	2000 PETERBILT #379	T502	2003 DRAGON ESP
105	2015 CHEVY 3500	503	2012 PETERBILT 33G	T701	1997 THOMPSON VAC TRLR
106	1998 DODGE 2500	504	2012 PETERBILT 33G	T702	1997 THOMPSON VAC TRLR
107	2015 CHEVY 3500	507	2008 PETERBILT	T703	1981 THOMPSON VAC TRLR
109	2003 DODGE RAM 2500	601	2012 PETERBILT	T704	1997 PETRO STEEL 20 VAC TRLR
110	2015 CHEVY 3500	AB 16	ARROW BOARD	T705	1999 THOMPSON VAC TRLR
111	2011 DODGE	AC 2	SPCON AIR COMP	T706	1987 THOMPSON 20 VAC TRL
112	2011 DODGE	BM TRL	2001 CARSON CARRIER	TRAILER	1994 CARSON TRAILER
113	2015 CHEVY 3500	DV1	1986 TRAILMOBILE VAN TRL	FK TLR	2012 KAUFMAN
114	2015 CHEVY 3500	DV2	1996 WABAS BOX VAN TRL	1	2001 CARSON CARRIER
115	2015 CHEVY 3500	DV3	200 TRAILMOBILE VAN TLR	TRLR	2001 CARSON CARRIER
116	2016 CHEVY 3500	ERU1	2011 CHEVY 3500	TRL 60	2001 CARSON CARRIER
201	2003 FORD F-550 SD	ERU2	1993 ISUZU VAN 24'	TRL 61	2002 CARSON CARRIER
202	2012 CHEVY 3500	ERU3	1997 ISUZSU N P R	TRL62	1998 CARSON CARRIER
203	2002 FORD F550	ERU4	1999 FORD F550	TRL 63	1996 CARSON TRAILER
204	1999 FORD F550	ERU5	2003 FORD	PT TLR 2	2004 MAGIC (PONTOON TLR)
205	1999 FORD F550 4-DOOR	ERU6	2005 INTERNATIONAL	PT TRLR	CARRIER (PONTOON TRLR)
206	1999 FORD F550	ESR40	1997 CARSON TRL	MOONHO	BUICK LA CROSSE
207	2007 Chevy 3500 gear truck	ESR50	1997 CARSON TRL	MARIA	2012 VOLVO UT
209	2015 CHEVY 3500	FR1	1985 RAVEN FLATBED TRLR	DON	2010 FORD FUSION
210	2015 CHEVY 3500	FR2	1985 THAYC	RV1	25" BOSTON WHALER
211	2016 CHEVY 3500	JV1	1988 FORD JETTER	RV2	18" BOSTON WHALER
301	2012 PETERBILT VAC TRUCK	PW11	1995 CARSON TRLR	RV3	18" BOSTON WHALER
302	2012 PETERBILT VAC TRUCK	PW12	CARSON TRLR	RV4	WORK SKIFF
303	2008 INTERNATIONAL 4300	PW13	CARSON TRLR	RV5	GLASSLINE
304	2014 PETERBILT MUDDOG	PW14	CARSON TRLR	RV6	LOWE COMMERCIAL
402	2009 INTERNATIONAL	PW15	CARSON TRLR	RV7	LOWE COMMERCIAL





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



LONG BEACH

SAN DIEGO



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

March 3, 2004

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

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



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

HARRY W. STONE, Director

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 or 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

425 S. Palos Verdes Street September 11, 1998

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TDD 310 SEA-PORT

To Whom It May Concern:

www.portla.com



Richard J. Riordan, Mayor City of Los Angeles

Board of Harbor Commissioners

Wong, President

Carol L. Rowen, Vice President

Frank M. Sanchez, Ph.D

Jonathan Y. Thomas

John M. Wilson

Larry A. Keller Executive Director 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.

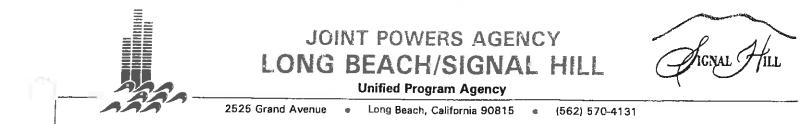
Ocean Blue is a company that believes in being prepared and looking professional. This fact is made obvious not only by the trucks they drive daily, but also by the equipment that they store in their facility in Long Beach.

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,

Manuel Ramirez Risk Management Hazardous Waste -Contract Administrator



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-catting, 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 carried on 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,

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

DS/ds obreclet



CITY OF LONG BEACH

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

Construction & Maintenance Division

Berth 1**61** 500 Pier 'A' Sireet Post Office Box 786 Wilmington. CA 90748-0786 Tet 310 732-3550

Fax 310 834-8248

www.portla.com



Richard J. Riordan, Mayor City of Los Angeles

Board of Harbor Commissioners

rore Stein, Jr., President

Jonathan Y. Thomas, Vice President

Carol L. Rowen

Frank M. Sanchez, Ph.D

John M, Wilson

Larry A, Keller Executive Director April 15, 1999

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 Maintance Port of Los Angeles

Ed Carlon

425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TOD 310 SEA-PORT

www.portla.com



Richard J. Riordan, Mayor City of Los Angeles

Board of Harbor Commissioners

re Stein, Jr., President

Jonathan Y. Thomas, Vice President

Carof L. Rowen

Frank M. Sanchez, Ph.D

John M. Wilson

Larry A. Keller *Executive Director* To Whom It May Concern:

April 15, 1999

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 cleanup, divers, raising and disposing of sinking fishing vessels in a very efficient and professional manner.

Very truly yours,

Birkenback

ANGELA BIRKENBACH Chief Wharfinger

AB:ea

W9904042

cc: Monica Dove Risk Management 425 S Palos Verdes Street

April 15, 1999

Post Office Box 151

San Pedro. CA 90733-0151

Tel/TOD 310 SEA-PORT

www.portla.com

To Whom It May Concern:



Richard J. Riordan, Mayor City of Los Angeles

Board of Harbor Commissioners

'nre Stein, Jr., *President*

Jonathan Y. Thomas, Vice President

Carol L. Rowen

Frank M. Sanchez, Ph.D

John M. Wil**son**

Larry A. Keller Executive Director

KKC

SUBJECT: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

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,

Katheyn Curtis

Kathryn Curtis Environmental Management Division

MAERSK PACIFIC LTD.



Kim Estes ARCO Transportation 300 Oceangate Long Beach, CA 90802

Dear Sir;

3.6

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. Telsphone: \$10-435-7705. Graphnet: 3787552. Telecopier: \$10-437-2145.

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 a 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 Johnsch Environmental, Health, & Safety Advisor



DACIFIC ENERGY RESOURCES 1065 WEST PIER E STREET LONG BEACH, CA 90802-1015

(562) 436-6566 * 🗛 (562) 436-8474

December 18, 2003

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

Dear Mr. Tracy and Mr. Lee:

I would like to thank Ed Acosta for the excellent work he has performed for Pacific Energy Resources.

Ocean Blue is very lucky to have a man of his abilities and knowledge. Ed has always gone beyond the call of duty for us and I thank him for it.

Keep up the good work and thanks again Mr. Acosta.

Best regards,

PACIFIC ENERGY RESOURCES

David Dalmann V.P. Operations

DD:dc:oceanblueltr.121803

Tuesday, April 16, 2013

Ocean Blue Emergency Response, Inc. 925 West Esther Street Long Beach, CA 90813

RE: Carnitine Tartrate job in Carson, CA

Dear Daniel:

I just wanted to thank you and the crew from Ocean Blue (Jose Borrayo, Miguel Jimenez, Eddy Valadez Jr., Brandon Martinez) again for the FANTASTIC job you performed for WTS and our client at LMD this week.

You showed up on time, prepared and ready to work and presented yourselves and company in an extremely professional manner in front of not only me but most importantly my client. We were both truly impressed.

I am sure we will have more opportunities to work together in the future and am looking forward to it!!

Thanks again for a job well done.

Sincerely,

Daaid T. Raby

David T. Raby, CHMM Environmental Services Manager, WTS, Inc.

