"To enrich lives through effective and caring service"

Los Angeles County
Beaches & Harbors
Caring for Your Coast

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 7, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
(THIRD AND FOURTH SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve award of and instruct the Chairman to execute the attached three-year contracts plus five one-year extension options (Attachments 1 through 6), with HCI Environmental & Engineering Service (HCI); Ancon Marine, Inc. (Ancon); Conservation Consulting International (CCI); General Environmental Management, Inc. (GEM); Clean Harbors Environmental Services, Inc. (Clean Harbors); and Industrial Waste Utilization, Inc. (IWU), for As-Needed Non-Emergency and Emergency Removal of Hazardous Material, at an annual County cost not to exceed $242,000 for all hazardous material removal services.

3. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount by a sum not to exceed 20% during each contract year for additional, unforeseen removal services within the scope of this contract.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Award of the contracts will enable the Department to benefit from the retained services of licensed hazardous waste contractors for removal, hauling and disposal of hazardous material either generated by the Department or deposited by third parties on property under the jurisdiction of the Department. The Department previously utilized the County purchasing process for hazardous material removal services on a case-by-case basis; however, based on the Department's ongoing need for both non-emergency and emergency hazardous material removal services, it was deemed beneficial to enter into contracts with licensed hazardous waste haulers capable of immediately removing and disposing of various types of hazardous materials in a manner that complies with all Federal, State, County and city laws and ordinances.

Contracts with all six proposers who met the minimum requirements of the Request for Proposals (RFP) are being recommended to provide the needed flexibility to enable the Department to respond to the many and varied instances when hazardous materials are present, as any one contractor may not be available or able to provide the type of service required and/or may not be willing to provide the service in the geographic location needed, which extends from Nicholas Canyon Beach on the north to White Point/Royal Palms Beaches on the south. Each time service is required, the Department will solicit all contractors for price and availability with respect to the specific job and utilize the contractor that can provide the most economical and efficient service.

Implementation of Strategic Plan Goals

Award of these contracts will promote and further the Board-approved Strategic Plan Goals of "Service Excellence", "Children and Families' Well Being" and "Organizational Effectiveness", as the contractors possess the expertise to provide hazardous material removal services safely, efficiently, and in a responsive manner, all resulting in a safe and clean beach and Marina environment for the public we serve.

FISCAL IMPACT/FINANCING

The total compensation for all County-funded hazardous material removal services is not to exceed $242,000 in any contract year. This amount is based on our estimated annual utilization of the contractors' services. Subject to approval in the County budget process, the contract provides that the Director may increase the maximum annual amount of County-funded compensation by up to 20% in any year of the contract or any extension period.

The contractors will bill for the removal services at fixed rates up to the annual maximum. The services will be provided on an as-needed basis and will ensure no hazardous material remains on property under the jurisdiction of the Department more than 90 days, including weekends, holidays and off-business hours.

The cost of this contract is included in the Department's 2007-2008 final recommended budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of contracts to HCI, Ancon, CCI, GEM, Clean Harbors and IWU, as all were determined to be responsible, responsive proposers. The contracts will provide a team of experienced contractors who will be solicited to remove and dispose of hazardous materials, both intermittently and in emergency situations, in a manner that complies with all Federal, State, County and city laws and ordinances. Each contractor will be asked to indicate its availability and ability to handle a particular request, and the Department will select the contractor that can provide the most economical and efficient service. The six contracts being presented to your Board are identical except for variations relating to hourly fees.

The contracts' term is three years with five one-year extension options that may be exercised at the Director's discretion. The contract services will commence on the date of approval by your Board.

The Department has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to these recommended contracts because they are for services required on an as-needed and intermittent basis and, hence, are not Proposition A contracts. The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

This contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page

(Attachment 7), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 110 contractors.

Seven firms submitted proposals, of which six met the Request for Proposals (RFP) minimum requirements and were evaluated. One firm did not include the information required in the RFP and was rejected as non-responsive. A five-person evaluation committee, comprised of two staff members from the Department's Administrative Services Division and three members from the Department's Facilities and Property Maintenance Division, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (500 points); (2) approach to contract requirements (350 points); and (3) references (150 points). The committee determined that HCI, Ancon, CCI, GEM, Clean Harbors and IWU all had the ability, experience and resources to provide the Department with quality hazardous material removal services as substantiated through their submitted proposals. The contractors submitted safety records that reflect their past activities have been conducted according to reasonable standards of safety.

The six qualifying contractors have demonstrated experience and expertise, particularly as related to the specific scope as described in the RFP's Statement of Work. The contractors have provided services to several governmental agencies, affording them with a good amount of relevant experience with the actual and potential situations the Department may be confronted with. The Director has considered the committee's findings and recommends that your Board approve the contracts with HCI, Ancon, CCI, GEM, Clean Harbors and IWU.

Attachment 8 details the minority and gender composition of the qualifying firms. Of the six recommended contractors, only CCI is a County-certified Community Business Enterprise. However, on final consideration of award, the contractors were selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is currently contracting for these removal services through the County's purchasing process. This contract will continue that practice.

There will be no impact on other County services or projects.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA as specified in the State CEQA Guidelines, Section 15330, Class 30, as these services consist of minor cleanup action taken to remove hazardous waste material.

CONCLUSION

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contracts to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:ks
Attachments (8)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment 7

Bid Detail Information

Bid Number : DBH-24
Bid Title : As Needed Non-Emergency and Emergency Removal of Hazardous Material
Bid Type : Service
Department : Beaches and Harbors
Commodity : HAZARDOUS MATERIAL AND WASTE SERVICES
Open Date : 2/28/2007
Closing Date : 3/28/2007 5:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking one or more qualified and experienced contractors to assist with the legal pickup, transportation and disposal of generated and abandoned hazardous and contaminated non-hazardous wastes and materials. Proposals must be in the form described in the Request for Proposals (RFP). Selection of a contractor will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work.

A Proposers' Conference will be held at 2:00 p.m. on Wednesday, March 14, 2007 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., March 28, 2007.

Firms submitting proposals must have a minimum of five years' experience removing hazardous material for public or private sector entities. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 306-0495, send an e-mail with HAZARDOUS MATERIAL REMOVAL SERVICES in the subject line to dpritchett@bh.lacounty.gov, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
Haz Mat Removal RFP/Attn: Debra Pritchett
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Debra Pritchett at (310) 306-0495.

Contact Name : Debra Pritchett
Contact Phone# : (310) 306-0495
Contact Email : dpritchett@bh.lacounty.gov
Last Changed On : 2/28/2007 4:17:56 PM

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HAZARDOUS MATERIAL REMOVAL SERVICES
FIRM/ORGANIZATION INFORMATION

ATTACHMENT 8

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
American Oil Company	N	Black/African American					1		1		
		Hispanic/Latino			1		3		4		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	1	1		1		2	5		
		TOTALS	1	1	1	1	4	2	10	6	4
HCI	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American			1				1		
		White	2		1			5	8		
		TOTALS	2	0	2	0	0	5	9	4	5
Ancon Marine	N	Black/African American					11	7	18		
		Hispanic/Latino			10	1	100	7	118		
		Asian or Pacific Islander					2		2		
		Amer. Indian/Alaska Native					1		1		
		Filipino American					2		2		
		White	2		12	1	30	5	50		
		TOTALS	2	0	22	2	146	19	191	170	21
Conservation Consulting International	Y	Black/African American							0		
		Hispanic/Latino	1		5	3	20	1	30		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White					40	8	48		
		TOTALS	1	0	5	3	60	9	78	66	12
General Environmental Management, Inc.	N	Black/African American	1		4				5		
		Hispanic/Latino			6		15	4	25		
		Asian or Pacific Islander					1	2	3		
		Amer. Indian/Alaska Native							0		
		Filipino American						3	3		
		White	11		18	3	14	8	54		
		TOTALS	12	0	28	3	30	17	90	70	20

ATTACHMENT 8

HAZARDOUS MATERIAL REMOVAL SERVICES
FIRM/ORGANIZATION INFORMATION

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
Clean Harbors	N	Black/African American					271	58	**329**		
		Hispanic/Latino					268	91	**359**		
		Asian or Pacific Islander					61	25	**86**		
		Amer. Indian/Alaska Native					16	2	**18**		
		Filipino American							**0**		
		White	2		460	120	2139	380	**3101**		
		TOTALS	**2**	**0**	**460**	**120**	**2755**	**556**	**3893**	**3217**	**676**
Industrial Waste Utilization, Inc.	N	Black/African American							**0**		
		Hispanic/Latino							**0**		
		Asian or Pacific Islander							**0**		
		Amer. Indian/Alaska Native							**0**		
		Filipino American							**0**		
		White	1				15	5	**21**		
		TOTALS	**1**	**0**	**0**	**0**	**15**	**5**	**21**	**16**	**5**

M = minority; W = women; D = disadvantaged; DV = disabled veterans

ATTACHMENT 1

CONTRACT

Ancon Marine, Inc.

762208

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Ancon Marine, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of June 1, 2007 or the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO –STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative .
The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator .

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the most economical method of disposal;

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator; and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

76208

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Ancon Marine, Inc.

By _____ on behalf of.
Mary Jo Olsson, Vice President

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisor

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

ANCON
SERVICE SINCE 1968

March 22, 2007

Los Angeles County
Department of Beaches & Harbors
Facilities and Management Division
13837 Fiji Way
Marina Del Rey, CA 90292

Attention: Ms. Susy Orellana
Contract Analyst

Subject: Transmittal Letter RE: RFP for As-Needed Non-Emergency and Emergency Removal of Hazardous Material

Dear Ms. Orellana:

Ancon Marine (Ancon) is pleased to submit this proposal to provide As-Needed Non-Emergency and Emergency Removal of Hazardous Material as specified in the Scope of Work (SOW) detailed in the RFP dated February 28, 2007.

Ancon is an industry leader in providing environmental services while offering the highest standards of service to our customers. During our 39 year tenure, Ancon has furnished these services to commercial, industrial and governmental clients in the Southern California, Arizona and Nevada geographical areas. Ancon possesses an extensive pool of qualified and experienced emergency response and waste handling professionals who are fully trained and prepared to commence work immediately.

Ancon extends its appreciation for the consideration and opportunity in providing this proposal to the Department of Beaches and Harbors. To further discuss this proposal please contact me at (310) 952 -8161.

Sincerely,

Ancon Marine
Mary Jo Olsson
Vice President of Environmental Operations

ANCON MARINE 2250 E. DOMINGUEZ ST. · CARSON, CA 90810-1008 · P.O. BOX 908 · WILMINGTON, CA 90748
(310) 522-5110 · FAX (310) 522-5158 · e-mail: ancon@anconmarine.com
INDUSTRIAL ENVIRONMENTAL MARINE TRANSPORTATION

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name: Ancon Marine, Inc.

Address: 2250 East Dominguez Street
Carson, CA 90810

Phone: (310) 522 - 5110 Fax: (310) 522 -5158

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
limited liability company other:

State of organization: California Principal place of business: California

Out of state vendor's authorized agent for service of process in California:

Name_____ Address_____ Phone_____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name	Title	Phone	Name	Title	Phone
Christina Cesena	Sales	(310) 952-8167	Mary Jo Olsson	V.P.	(310) 864-1924

Dated: 3/22/07 Proposer's signature: Mary Jo Olsson

Mary Jo Olsson V.P. (310) 864-1924
Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the **type of hazardous waste**. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific **type of hazardous waste** from Exhibit 1.
- For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.
  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
	PLEASE SEE ATTACHED FORM	$
		$
		$
		$
		$
		$
		$
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate PLEASE SEE ATTACHED FORM	$

Task 1	Types of Hazardous Waste	Price	Container Size	Specifications
1. Fuels/Lubricants				
	- motor oil	$ 13.00	gallon	
	- used fuel filters	$ 12.50	gallon	
	- used oil rags	$ 12.80	gallon	
	- gasoline or gasoline and water	$ 13.00	gallon	
	- diesel and emulsion	$ 14.00	gallon	
	- automatic transmission fluid	$ 13.00	gallon	
	- grease lubricant	$ 12.80	gallon	NON RCRA
	- diesel or diesel and water	$ 13.00	gallon	
	- electrical insulating oil	$ 13.00	gallon	NON-PCB
2. Paints				
	- water based paint	$ 13.00	gallon	
	- oil based paint	$ 14.00	gallon	
3. Pesticides				
	- Herbicides	$ 17.50	gallon	Need MSDS (approximate Price)
	- Insecticides	$ 17.50	gallon	Need MSDS (approximate Price)
4. Thinners				
	- Paint thinner	$ 14.00	gallon	
	- Lacquer Thinner	$ 14.00	gallon	
5. Cleaning Solvents for engine degreasing		$ 14.60	gallon	
6. Contaminated containers and solids				
	- Non - RCRA	$ 12.80	gallon	
	- RCRA	$ 14.20	gallon	
7. Brake Fluid		$ 13.00	gallon	
8. Antifreeze/Coolant		$ 13.00	gallon	
9. Acid		$ 14.60	gallon	
10. Misc. size batteries		$ 1.11	Pound	
11. Fluorescent tubes		$ 4.00	Linear Foot	
Fluorescent tubes (Broken/Crushed)		$ 21.25	gallon	
12. Asbestos Waste Products				
	- Asbestos and water (vehicle brake washings)	$ 17.40	gallon	
	- Asbestos pipe scrap	$ 15.00	gallon	
	- Pipe and roof shingles	$ 15.00	gallon	
	- Tile	$ 15.00	gallon	
	- Insulation	$ 15.00	gallon	

13. Asphalt Products				
	- Asphalt cement	$ 14.25	gallon	SOLID
	- Emulsion	$ 13.00	gallon	PUMPABLE
	- Emulsion	$ 14.25	gallon	NON-PUMPABLE
	- Road oil	$ 13.00	gallon	PUMPABLE
	- Road oil	$ 14.25	gallon	NON-PUMPABLE
14. Thermometers containing mercury				
		$ 32.20	gallon	
	Types of Non-Haz/Haz Water and Soil Contamination	Price	Container Size	Specifications
1A	Gasoline, diesel, and other petrohydrocarbons (WATER)	$ 13.03	gallon	
1B	Gasoline, diesel, and other petrohydrocarbons (SOIL)	$ 17.45	gallon	
2A	Volatile and Semi-Volatile Organic Compunds (WATER)	$ 13.90	gallon	
2B	Volatile and Semi-Volatile Organic Compunds (SOIL)	$ 17.45	gallon	
3A	Metals (WATER)	$ 14.90	gallon	
3B	Metals (SOIL)	$ 14.25	gallon	
4A	Pesticides, herbicides, perchlorate, and PCBs (WATER)	$ 18.70	gallon	
4B	Pesticides, herbicides, perchlorate, and PCBs (SOIL)	$ 18.70	gallon	
Task 2	EMERGENCY REMOVAL OF HAZARDOUS WASTE	Price		Specifications
	Hourly Rate	$ 1,208.75	hour	
	Includes:			
1	ER Manager			
1	Safety Technician			
1	Technical Supervisor			
3	Laborers			
1	HazMat Flatbed			
1	ER Van			
1	120 BBL Vacuum Truck			
10	Absorbant Pads			
6	Rain Gear			
6	Gloves			
3	Shovels			
10	Cones			

10	Drums			
	Disposal costs for liquid and solid waste also included			Assumes waste is Non-Haz water < 1% oil

Ancon Marine's
2007 Rates
Spill Response/Technical Rates

	Straight Time	Overtime	Double Time
TECNICIAN / LABORER	$34.00	$44.00	$51.00
EQUIPMENT OPERATOR	$38.00	$49.00	$57.00
CLERICAL	$36.00	$47.00	$54.00
LEADMAN	$50.00	$65.00	$75.00
RESCUE TECH	$60.00	$78.00	$90.00
RESCUE SUOERVISOR	$84.00	$109.00	$126.00
SUPERVISOR	$72.00	$94.00	$108.00
LOGISTICS MANAGER	$61.00	$79.00	$91.00
SUPERINTENDANT	$75.00	$97.00	$112.00
HEALTH & SAFETY MGR.	$73.00	$95.00	$109.00
PROJECT MANAGER	$85.00	$110.00	$127.00
INCIDENT COMMAND	$95.00	$123.00	$142.00
HAZMAT CHEMIST	$96.00	$125.00	$144.00

Additional training for Emergency Response related activities up to and including Incident Command
Special expertise can be provided by specialists as needed.

Ancon Marine's
2007 Rates
Industrial Rates

	Straight Time	Overtime	Double Time
TECHNICIAN / LABORER	$29.00	$37.00	$43.00
FIREWATCH/HOLEWATCH	$30.00	$39.00	$45.00
TIMEKEEPER	$30.00	$39.00	$45.00
EQUIPMENT OPERATORS	$32.00	$41.00	$48.00
LEADMAN	$42.00	$54.00	$63.00
RESCUE TECH	$50.00	$65.00	$75.00
RESCUE SUPERVISOR	$70.00	$91.00	$105.00
SUPERVISOR	$60.00	$78.00	$90.00
SUPERINTENDENT	$70.00	$91.00	$105.00
PROJECT MANAGER	$75.00	$97.00	$112.00
CLASS A DRIVER	$50.00	$64.00	$70.00
CLASS B DRIVER	$46.00	$58.00	$65.00

TRAINING

40 Hour Hazwoper
Refinery Safety Overview (RSO)
MSHA
Process Safety Management (PSM)
Task Specific Traning as required
First Aid
CPR

Ancon Marine's
Equipment Rates

AIR COMPRESSORS	Hourly Rate
185 Compressor-Diesel Rotary	33.00
325 Compressor-Diesel Rotary	37.00
BOILERS	available by quotation

BLOWERS - PNEUMATIC	Daily Rate
Coppus (air or steam) CP-20 Blower/Exhauster (per shift)	88.00
12" (air or steam) Ventilator - Venturi Blower	45.00
6" (air or steam) Ventilator - Venturi Blower	37.00
3" (air or steam) Ventilator - Venturi Blower	37.00

CHEMICALS:	Daily Rate
Potassium Permaganate	.67/lb
Diatomaceous Earth (Granular)	.73/lb
Green Apple	14.93/gal
Simple Green	11.50/gal
Soda Ash	.58/lb
Steam Con	2.05/lb

COMMUNICATIONS:	Daily Rate
Cellular Phone	61.00
Cellular Phone (per minute charge)	1.90
Digital Radios, UHF	81.00
Intrinsically Safe Portable Radio	81.00
On site fascimile machine	56.00
VHF (Marine Band) Radios	41.00

DEGASSING/SCRUBBING/EMISSION CONTROL EQUIPMENT	Hourly Rate
Thermal Oxidizer (1,00 CFM - 2,000,000 BTU)	475.00
Internl Combustion Engine (ICE - 220 CFM - 1,600,000 BTU)	255.00
Internl Combustion Engine (ICE - 600 CFM - 3,250,000 BTU)	355.00
55 Gallon Carbon Canister (Does not include carbon)	87.00
Carbon	6.00/lb

Does not include changout and disposal of spent carbon

DRUMS:	Rate
55 Gallon Open Top Steel	54.00/each
55 Gallon Closed Top Steel	51.00/each
55 Gallon Open Top Poly	85.50/each
55 Gallon Closed Top Poly	86.00/each
85 Gallon Open Top Steel	238.00/each
95 Gallon Open Top Poly	245.00/each

Ancon Marine's
Equipment Rates

DRUMS CONT'D:	Rate
Drum Vacuum	30.00/hour
Large Drum Liner	4.00/each

FRESH AIR EQUIPMENT & RESPIRATORY DEVICES:	Daily Rate (8 hrs)
Pressure Demand SCBA (30 min)	100.00
Respirator - 1/2 face	34.00
Respirator - full face (no cartridges)	44.00
Respirator - cartridge pair - organic vapor	20.00/each
Respirator - cartridge pair - acid gas	20.00/each
Respirator - cartridge pair - dust/mist prefilter	20.00/each
Respirator - cartridge pair - hepa prefilter	20.00/each
Supplied Air (Mask, 100 ft. hose, filter system, backup bottle)	220.00/man/day

HEAVY EQUIPMENT:	Daily Rate
8 hr minimum, does not include operator	
Bobcat 753	335.00
310 Backhoe	800.00
310 Backhoe Breaker	850.00
14 Ton Crane Truck	750.00
4000 - 5000 lb.Forklift	550.00
8000 - 10,000 lb. Forklift	675.00
John Deere (4 cu. yds.)	795.00
Skiploader (1 yd. bucket)	90.00
John Deere 200 Excavator	895.00

HOSES:	Daily Rate
Suction Hose w/Camlock (1", 2" 3")	1.30/ft.
Suction Hose w/Camlock (4", 5", 6")	1.62/ft.
3/8" x 50' Hydroblast	15.00
1/2" x 50' Hydroblast	17.00
3/4" x 50' Air, Wash	4.50
1" x 50' Steam	16.50
1" x 50' Water	8.00
1-1/2" x 25' Acid-Chemical	16.00
1-1/2" x 50' Air, Wash, Fire	12.50
1-1/2" x 50' Hydraulic	33.00
1-1/2" x 50' Steam	18.00
2" x 25' Suction/Discharge, Vacuum	20.00
2" x 25' Chemical	21.00
2-1/2" x 25' Suction/Discharge	20.00
2-1/2" x 50' Fire	20.00
3" x 25' Suction/Discharge, Vacuum	27.00
3" x 25' Acid-Chemical	35.00
3" x 25' Water Transfer, Vacuum	23.00
4" x 25' Suction/Discharge, Vacuum	32.50
6" x 25' Suction/Discharge, Vacuum	47.50
8" x 25' Suction/Discharge, Vacuum	63.00

Ancon Marine's
Equipment Rates

HOSES CONT'D:	Daily Rate
Hydraulic Power Pack Unit	68.00
4" Flex Hose	1.55
6" Flex Hose	2.80/ft.
6" Aluminum Hard Pipe (10' Sections)	29.00/section
6" Aluminum Hard Pipe (Replacement Charge if Damaged on Job)	169.00/section

HYDROBLAST MACHINES - (DIESEL DRIVEN) and Attachments:	Hourly Rate
10,000 lb. - 22 GPM (10-150)	63.00
10,000 lb. - 42 GPM (10-250)	78.00
20,000 lb. - 9 GPM	124.00
36,000 lb. - 7 GPM	166.00
Gama-Jet	37.00
Pressure Washer, 2500K, 3gpm	35.00
Shell Cleaner	34.00
Interior/Exterior Cleaning Equipment (10,000 psi)	24.00
Interior/Exterior Cleaning Equipment (36,000 psi)	40.00
Mini Lance (25' length, stiff or flex)	18.00
Rotary Gun Nozzle	15.00
Rotary Hydro-Jet	30.00
Multi-lane ID Machine	125.00
OD Machine - Dual Arm	125.00
Roller	350.00/day

LADDERS:	Daily Rate
6' Step Ladder	33.00
10' Folding Ladder	33.00
12' Tripod	132.00
24' Extension	47.00
36' Extension	61.00

LIGHTING EQUIPMENT:	Daily Rate
Explosion Proof 12 volt lights	72.00/day
Flashlight (batteries included)	12.50/day
Generator	87.00/day
Light Box & extension cord	12.50/day
Light Tower	36.00/day
Safety Lantern	32.00/day

MATERIALS:	Rate Each
Decon Kit	125.00/day
Decon Pools - inflatable	32.00
Diesel Fuel	Cost + 20%
Drinking Water (per case)	10.75
Duct Tape (per roll)	8.00
Fire Extinguisher	14.00
Hazardous Waste Labels	2.50
Hand Cleaner (per can)	5.50

Ancon Marine's
Equipment Rates

MATERIALS CONT'D:	Rate Each
5 Gal. Bucket	17.75
Plastic sheeting (per 6 mil Poly rolls)	94.00
Plastic Bags (6 mil - per case)	94.00
Rags (per box)	19.00
Rope 3/8" (per foot)	1.30
Rope 5/8" (per foot)	2.05
Sand Bag - Burlap (empty)	1.25
Sand Bag (full)	7.00
Saw Dust	4.75/bag
Shovel	9.75
Squeegee	9.75

MONITORING/SAMPLING EQUIPMENT	Rate
Sample Pump	57.00/day
Sampling Tubes	23.00/day
HazCat Kit	225.00/day
Four Gas Meter (H2S, CO, 02, LEL)	187.00/day
Photoionization Detector	225.00/day
Mercury vapor analyzer	375.00/day
Chlor-N-Oil Kit	22.00/day
Sample jars	3.25/day

PERSONAL PROTECTIVE EQUIPMENT:	Rate
Boots - (rubber) (per pair) *Spill only*	14.00/each
Boots - (Acid) (per pair)	105.00
Ear Plugs	1.25/pair
Environmental Suit (Tyvek - Spunbound))	13.00/each
Environmental Suit (Tyvek-Saranex)	50.00/each
Environmental Suit (Level B)	520.00/each
Environmental Suit (Level A)	640.00/each
Sygel Suit	119.00/each
Face Shield	4.50
Face Shield Bracket	10.25
Gloves/Leather	5.70/pair
Gloves - Rubber/Neoprene	7.00/pair
Gloves - Butyl	27.50/pair
Gloves - Silver shield	11.50/pair
Gloves - Neoprene (Eltraflex)	13.00/pair
Gloves - Latex Inspection	3.25/pair
Goggles	10.00/pair
Goggles - Chemical	15.00/pair
Hard Hats	12.50/pair
Hip Wader	77.50/pair
Rain Gear (Disposable)	12.50/pair
Rain Gear (heavy duty)	40.00/pair
Safety Glasses	15.00/pair
Safety Harness	31.50/pair
Vest, safety	10.50/pair

Ancon Marine's
Equipment Rates

PRESSURE SPRAY POTS:	Daily Rate
Degreaser - 15 Gal	154.00
Hudson Sprayer	32.00

PUMPS:	Rate
Diesel Engine Driven:	
4" Hydraulic Pump (Guzzler)	68.00/hour
4" Suction - 4" Discharge - Trash	32.00/hour
Electric Driven:	
8" Flyght Pump - Submersible	350.00/day
Pneumatic Driven:	
2" Wilden Double Diaphragm (M-8)	80.00/shift
2" Wilden Double Diaphragm Stainless Steel (M-8)	80.00/shift
2" Wilden D.Diaphragm chemical(Poly) /hr	98.00/shift
3" Aluminum Body, Buna Diaphragms	80.00/shift
2" Chemical Hose	22.00/hour
1" Barrel Pump Manual	14.50/pair
Hydraulic Power Pack w/ 50' head and 50' retract	395.00/day

ROLL-OFF BINS:	Daily Rate
Certified Container (20 to 15 cubic yards)	20.00
Certified Sludge Bins (18 yard bins)	25.00
Bin Liner	45.00
Solid Vacuum Bin	95.00

Cleaning, Delivery and Pick-up extra

SEWER JETTING unoperated	Hourly Rate
(per hour)	115.00

Note: Additional operator, if required, will be billed separately.

SPILL RESPONSE VESSELS:	Hourly Rate
13' Inflatable boat w/motor	56.00
Punts	12.50
16' Aluminum Workboat w/outboard motor	56.00

SPILL RESPONSE EQUIPMENT:	Rate
Emergency Response Van/Command Post	185.00/hour
Spill Response Container (20 ft)	545.00
Spill Response Container (40ft)	1050.00
Oil Spill Response Trailer	610.00/day
Oil Spill Response Boom Truck	610.00/day
Infrared Thermometer	119.00/day
Portable Toilet	69.00/day
Tripod (confined space entry)	120.00/day

Ancon Marine's
Equipment Rates

RESCUE TRUCK AND PERSONNEL	Rate
Rescue Personnel (Technicians)	48.00/hour
Rescue Truck	425.00/day

Includes:

Permit Required Confined Space Rescue Kit
Rescuer Bag and Equipment
Back/Spinal Board
Sked 1/2 Board
LSP 1/2 Board
Rope Appliances
Tripod w/ Rescue
Self-Retracting Lifeline w/ Rescue Capabilities
All Applicable PPE

OIL CONTAINMENT, SORBENTS AND SKIMMERS:	Rate
Absorbent Boom, 8" X 10' (4 per bale)	275.00/bale
Absorbent Pads	97.00/bale
Sorbent per bag (like kitty litter)	14.00/bag
4" Foam Filled Flotation Boom	14.00/ft/day
6" Foam Filled Flotation Boom	16.00/ft/day
8" Foam Filled Flotation Boom	14.00/ft/day
Oil Snare Poms-Poms	44.00/each
Skim Packs (3")	44.00/hour
Kepner 330 Skimmer & Pump	294.00/hour

STEAM MACHINES:	Rate
Steam Hose 50 ft	16.50/day
Water Hose 50 ft	8.00/day
535 Steam Machine	40.00/hr
Steam Wands	12.00/day

TANKS- PORTABLE:	Daily Rate
500 bbl closed top steel	56.00
500 bbl open top steel	53.00
500 bbl safety vapor steel	59.00
500 bbl EZ clean steel	63.00
500 bbl EZ access steel	60.00
6500 gal. poly	40.00
4000 gal. poly	35.00
630 gal. poly	30.00

Cleaning, pick-up and delivery extra.

TOOLS:	Daily Rate
Chipping Gun	106.00
Miscellaneous attachments: spade, paint, clay, digger, etc.	16.00/each
30# Jackhammer	69.00
60# Jackhammer	81.50
90# Jackhammer	106.00

Ancon Marine's
Equipment Rates

TOOLS CONT'D:	Daily Rate
Pneumatic Needle Guns	56.00
Chain Saw - Gasoline	74.00
Circular Saw - Electric	54.00
2" Duplex Strainer	85.00
6" Duplex Strainer	96.50
Welding Unit (Oxygen-acetylene)	175.00
Mucking Winch	39.00
Wheelbarrows	14.50
Impact Wrench (3/4" drive with sockets)	60.00
Impact Wrench (1" drive with sockets)	72.00

TRAFFIC CONTROL EQUIPMENT:	Daily Rate
Arrow Boards	224.00
Arrow Board (truck mounted)	34.00
Traffic Cones	4.00
Delineators	4.00
Signs	11.50/day
Caution Tape	33.00/roll

VEHICLES/TRUCKS:	Daily Rate
Dump Truck (5 yd)	496.00
Dump Truck (13 yd)	770.00
Pick-up Truck	20.00/hr
Pick-up Truck (3/4 ton-4 wheel drive)	20.00/hr
Stake Bed Truck (1 Ton lift gate)	25.00/hr
Stake Bed & Personnel-Crew Cab	24.50
Water Truck (2000 gal.)	65.00
Roll-off truck (Single)	75.00
Roll-off truck (Double)	85.00
Rocket Launcher	90.00
Haz Mat Flatbed W/ Liftgate	50.00

WASTE RECYCLING & VOLUME REDUCTION

Centrifuges

High clarification Hi-speed decanters	available by quotation
Low Speed Decanter	

Cyclones

High Volume Desilters	available by quotation
High Volume Desander	

Dredge

WASTE RECYCLING & VOLUME REDUCTION CONT'D:

Emission Scrubber

Sparge/Mister - Toxic Gas H2S, Ammonia, etc.	available by quotation

Ancon Marine's
Equipment Rates

Filter Cake Dryer	
	available by quotation
Filters	
Vacuum - Pressure Filter Duplex	26.50/hour
Vacuum - Pressure Filter Single	16.00/hour
(filter elements will be charged as used at cost plus 20%)	Cost Plus 20%
Mixers and Mills	
	available by quotation
Trailer Mounted Recessed Chamber Filter Press	
	available by quotation
Vibration Filters	
High Volume Shaker	available by quotation
Waste Water Treatment System	available by quotation
Disposal Charges (GENERIC)	
Liquid Disposal per gallon	.80/gallon
Solid Disposal per gallon	3.00/gallon
Truck Washout per truck	368.00/each

VACUUM TRUCK & AIR-MOVING EQUIPMENT	**Hourly Rate**
Vacuum Equipment	
70 Barrel Vacuum Truck	65.00
120 Barrel Vacuum Truck	75.00
120 Barrel Stainless Steel Vacuum Truck	85.00
Mini Bulk Bags	40.00/day
Sludge Pump	74.00/day
Air Moving Equipment (with Operator)	
70 Barrel Turbo-Vac, 6000 CFM @ 27" inches HG w/Blow-0ff	115.00/hour S.T.
Super Sucker with Operator (15 Cu Yard)	103.50/hour ST
Super Sucker with Operator (19Cu Yard)	115.00/hour S.T.
Travel Time	Portal to Portal

Air Moving Additional Equipment/Materials*

Cyclone Air Lock	37.00/hour
Ramps and Set Up	210.00 per job

*Each unit is outfitted with 100' feet of hard pipe and rubber hose
*Additional charge per foot, per day for anything in addition to the 100' feet the truck is outfitted with.
*Air-Moving equipment must be decontaminated on site

Decontamination Requirements

Ancon Marine's
Equipment Rates

Due to California State and Federal requirements, our equipment must be decontaminated after every

**** Disposal pricing is subject to change without notice**
****Materials and consumables pricing are subject to change**

A Ports and Harbor Worker's Compensation Surcharge will be applied to all labor rates for HazMat or Oil Spill incidents on water.

charged at cost plus 20%.

assigned to this contract to ensure that any time commitments made to the Department are adequately met.

e. How will you ensure the response times set by the Department are met?

In the case of Non-Emergency situations Ancon Marine employs a team of Class A drivers and HazMat flatbeds specifically assigned to the transportation and disposal of Hazardous and Non-Hazardous waste. As a contracted customer, the Department of Beaches and Harbors receives priority handling in the scheduling of pickups. Due to these factors, Ancon is confident that it will be more than adequately capable of meeting the Department's requests for pickups within a 3 day period.

In the case of Emergency situations, Ancon Marine operates as a 24-hour emergency response company with a multitude of labor, equipment, and material resources capable of mobilization within 2 to 3 hours.

f. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Please see Attachment #1.

Attachment #1

Quality Assurance and Quality Control Policy

Ancon currently observes a Quality Assurance and Control (QA/QC) policy. The policy has been implemented to establish a baseline procedure and practice to demonstrate Ancon's approach towards QA/QC standards. As illustrated in this policy, Ancon views QA as a system for ensuring that all information, data, and resulting decisions completed under a specific task are technically sound, statistically valid, and properly documented. QC is regarded as a mechanism whereby QA achieves its goals. The QC program defines the frequency and methods of checks, audits, and reviews necessary to identify problematic conditions and dictate corrective action, thus verifying service quality.

In lieu of a specifically designed formal quality assurance and control program, Ancon collectively utilizes its internal measures, personnel and precise administrative controls to maintain, enhance, and achieve its quality expectations. Observational practices and procedures have been adopted by Ancon to ensure optimum performance in all facets of its work tasks. These procedures encompass personnel, operational, regulatory, and mechanical performance.

Ancon's initial step in project tasks is to define the program goals. Once the goals have been established a plan of action and or the necessary operational work plans must be designed to meet the QA/QC policy's expectations. The QA/QC practices and procedures will be primarily utilized to gauge and monitor the program's overall success. Additionally, it will be used to ensure that all equipment, personnel and prescribed safeguards are suitable for their intended uses.

This program will also establish the guidelines and framework to be followed prior to the commencement and during the course of all Ancon projects.

The key element to customer satisfaction is quality control. Ancon has an organized quality control program insuring customer service and satisfaction.

Ancon's QA/QC approach is to assign responsibility and accountability to qualified individuals and then systematically review the completed assignments. This ensures that all activities are completed in accordance with industry standards, company policy, and customer requirements. Ancon's QA/QC program encompasses the following steps:

- Company Organization – Quality starts with an organization of responsible individuals. Ancon is organized into an efficient operating organization and each individual within that organization has specific quality related duties
- Project Organization – The top quality person for every project Ancon performs is the project supervisor. Supervisors are responsible for the service delivered to the customer
- Project Review – A key step in our program is project review. Ancon's project reviews are organized critiques of every project Ancon performs. The critique includes customer satisfaction, work progress, health and safety, project accounting and documentation.
- Task Evaluation – For specialized tasks or technical tasks, a task specific evaluation is conducted to review such aspects as permits, standard operating procedures and regulatory issues
- QA/QC Plan – Ancon has written Standard Operating Procedures (SOP) respecting internal and external controls, which apply to all operational methods and practices. These policies and procedures are collectively utilized to promulgate the most cost effective and compliant approaches towards Ancon projects.
- Ancon has a customer satisfaction survey where we obtain information anonymously for customers we've performed

work for. The information derived from these surveys is aimed at improving performance.

BUSINESS AND FINANCIAL SUMMARY

FORM P-4

1. GOVERNMENT AGENCIES

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr.	Phone	Description of Services
1/1/2006	Ongoing	Orange County Sanitation District	PO Box 8127 Fountain Valley, CA 92078	Duc Nyguen	(714) 593-7132	Emergency Spill Response

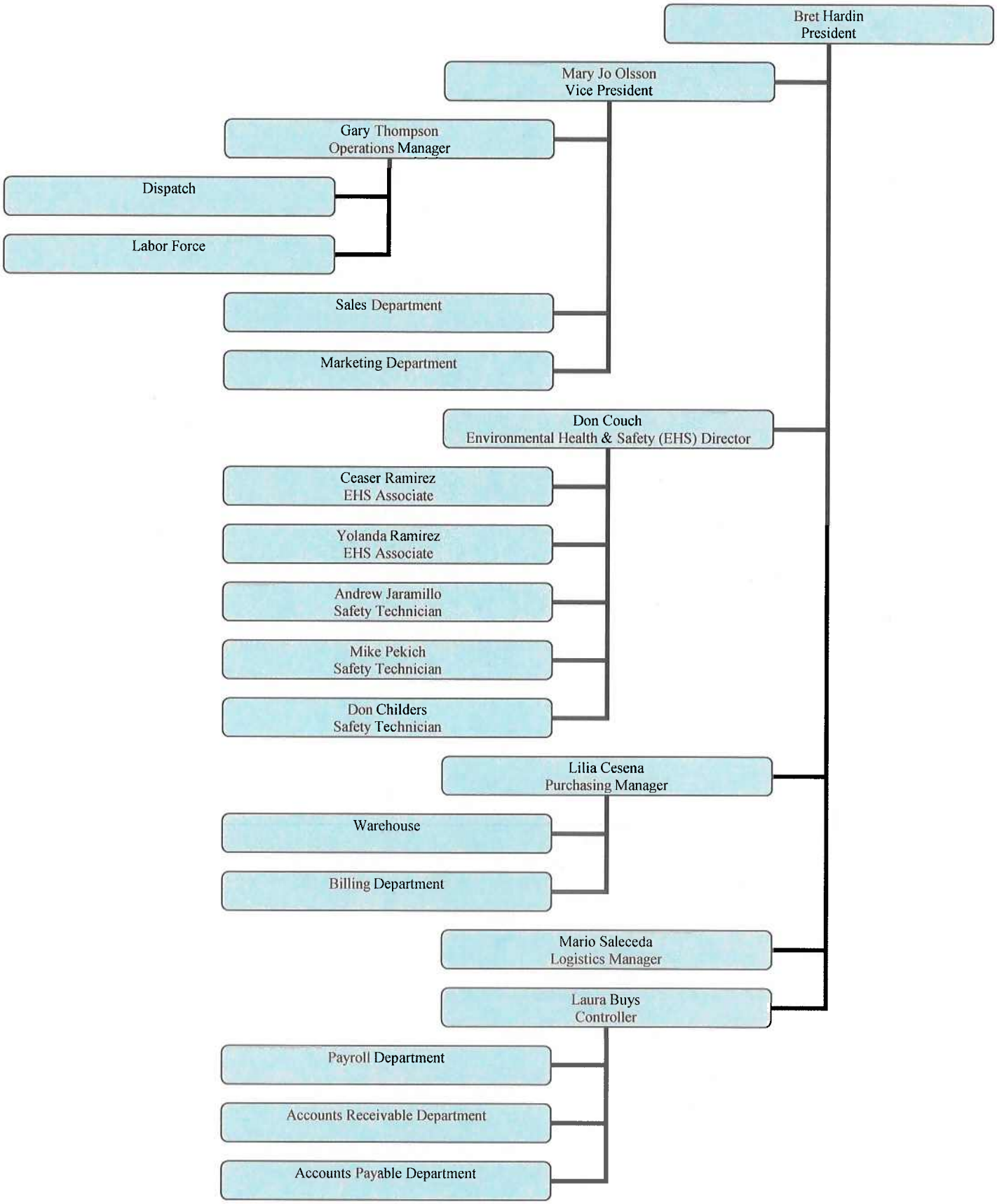
PRIVATE INSTITUTIONS

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr.	Phone	Description of Services
1/1/1998	Ongoing	Carnival Cruise Lines	3655 N.W. 87 Miami, FL 33178	Elaine Heldweiler	(305) 406-5541	Transportation and disposal of various types of hazardous/ non-haz drummed and liquid waste
1/1/1996	Ongoing	AES Alamitos	690 Studebaker Long Beach, CA	Manny Ramirez	(562) 493-7846	Transportation and disposal of various types of hazardous/ non-haz drummed and liquid waste
1/1/1996	Ongoing	AES Huntington Beach	21730 Newland St. Huntington Beach, CA 92646	Paul Hurt	(714) 374-1458	Transportation and disposal of various types of hazardous/ non-haz drummed and liquid waste
1/1/1996	Ongoing	AES Redondo Beach	1100 N. Harbor Dr Redondo Beach, CA 90277	ReNae Loveland	(310) 318-7428	Transportation and disposal of various types of hazardous/ non-haz drummed and liquid waste

2. How many full time workers does your firm employ? 190

3. Attach an organizational chart or describe the organization of your firm:

Ancon Marine Organizational Chart – Environmental Division



4. CREDIT REFERENCES

Name	Address	Business Relationship	Contact Person	Phone Number	Type of Reference
Demenno Kerdoon	2000 N. Alameda Compton, CA 90222	Disposal Facility	Eileen	(562) 231-1550	Credit Reference
Lifecom Inc.	5081 Argosy Avenue HB, CA 92649	Materials Supplier	Don	(800) 824-5178	Credit Reference
C.M. Industrial	1336 W. Gaylord Long Beach, CA	Materials Supplier	Blanca	(562) 432-7877	Credit Reference
Chem Trans	14714 Avalon Blvd. Gardena, CA 90248	Sub-contractor	Eric	(310) 523-2556	Credit Reference
Comerica Bank	301 E. Ocean Blvd. Long Beach, CA	Bank	Sharon Mitchell Kidd	(562) 590-2586	Bank Reference

5. Evidence of Insurability. Attached you will find a certificate of current insurance coverage.

6. Labor and Payroll Violations.

Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auitor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department): has not found the Proposer responsible for any labor, wage, or payroll violations.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/02/07

PRODUCER
Aon Risk Services, Inc of So CA Insurance Service
707 Wilshire Boulevard
Suite 6000
Los Angeles CA 90017-0460 USA

PHONE (866) 283-7124 FAX (866) 430-1035

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

INSURED
Ancon Marine Services
2250 E. Dominguez Street
Carson CA 90810-1008 USA

INSURERS AFFORDING COVERAGE

INSURER A:	Zurich American Ins Co
INSURER B:	Steadfast Insurance Company
INSURER C:	Commerce & Industry Ins Co
INSURER D:	
INSURER E:	

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. SIR May Apply

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Broad Form PD [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL0375095105 General Liability	05/10/06	05/10/07	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$500,000
					MED EXP (Any one person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS [X] Endt MCS 90 Incl. [X] TRLR Interchange	BAP375098305 Business Auto	05/10/06	05/10/07	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION	SE0375098605 Excess Liability	05/10/06	05/10/07	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7209017 Workers' Comp - CA	01/01/07	01/01/08	[X] WC STATUTORY LIMITS [ ] OTHER	
C		WC7209460 Workers' Comp - AZ, NV	01/01/07	01/01/08	E.L. EACH ACCIDENT	$1,000,000
					E.L. DISEASE-POLICY LIMIT	$1,000,000
					E.L. DISEASE-EA EMPLOYEE	$1,000,000
B	OTHER [X] Pollutn/Env Imp	PEC589569102 Contractor Pollution/E&O Liab	05/10/06	05/10/07	Aggregate Limit	$2,000,000
					Per Claim Limit	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of Insurance only.

CERTIFICATE HOLDER
Ancon Marine Services
2250 E. Dominguez Street
Carson CA 90810-1008 USA

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

AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Southern California Insurance Services

Holder Identifier:
Certificate No: 57002070959O

Attachment to ACORD Certificate for Ancon Marine Services

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Ancon Marine Services
2250 E. Dominguez Street
Carson CA 90810-1008 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	AUTOMOBILE LIABILITY					
	[X] $2,500 Ded. Comp.					
	[X] $2,500 Ded. Coll.					

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

Certificate No : 570020709590

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Ancon MArine, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

V.P. of Environmental Operations	Mary Jo Olsson
Title	Name
Mary Jo Olsson	3/22/07
Signature	Date

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Ancon Marine, Inc.

XX I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership XX Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 190

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					11	7
Hispanic/Latino			10	1	100	7
Asian or Pacific Islander					2	
American Indian					1	
Filipino					2	
White	2		12	1	30	5

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Mary Jo Olsson	Mary Jo Olsson	VP Env. Operations	3/22/07

FORM P-7

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Ancon Marine, Inc.		
Company Address: 2250 East Dominguez Street		
City: Carson	**State:** CA	**Zip Code:** 90810
Telephone Number: (310) 522 - 5110		
Solicitation For (Type of Services): As-Needed Non-ER and ER Removal of Haz. Materials		

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

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: Mary-Jo Olsson	**Title:** Vice President General Mgr.
Signature: Mary-Jo Olsson	**Date:** 3/28/07

County of Los Angles Contractor Employee Jury Service Program
Certification Form and Application for Exception (Form P-7)

Attached you will find the precise language from Ancon Marine's Administrative Employee Handbook which states the Company's policy with regards to Jury Service. In addition to the attachment, the Jury Service Program is not applicable to Ancon Marine, Inc. in that the company 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. Ancon Marine's only County contract is with the Orange County Sanitation District. The municipal contract's annual value is below $50,000.

In order to allow for appropriate staffing, and in an attempt to allow employees to take their vacation time off at the times requested by the employees, at the beginning of each calendar year, the Company will request that employees inform the Company of the vacation dates they wish off during the following calendar year. While the Company will make every effort to fulfill the employee's request in scheduling vacations, the final determination as to scheduling remains within the sole discretion of the Company. The Company further reserves the right to schedule vacations for employees when it deems such action appropriate. The minimum allowable notice requirement for a vacation is thirty (30) days unless a shorter period is allowed by applicable law. All such notices must be in writing, signed by the employee, and approved by the Company.

Vested vacation benefits not used by an employee will be paid to the employee upon separation from employment.

LEAVES OF ABSENCE

Personal Leaves: Any personal leave of absence of more than three (3) days duration must be requested by the employee in writing on forms furnished by the Company. Personal Leaves are unpaid and subject to approval by management and must be requested at least thirty (30) days in advance unless an emergency exists. There is a maximum of thirty (30) days of personal leave that will be granted. Leaves of absence will not be granted to an employee to work for another company or for the employee's own business ventures. Employees with emergencies may be granted a seven (7) day leave of absence upon filling out the proper form and receiving approval from the Company.

Jury Duty: All non-exempt employees who are summoned to appear for jury duty will receive a leave of absence without pay for such jury duty. If you receive notice of required jury duty, please inform your supervisor immediately. Each day that you complete your jury duty, or if you are called to report but are not chosen for jury duty, you are expected to report to work and complete the remaining part of your regular work schedule.

Funeral Leave: Full-time employees who have worked at least ninety (90) days will be granted up to three (3) days off with pay, when a death occurs in the immediate family. Immediate family is defined as mother, father, brother, sister, children, step children, parents of step children, spouse's immediate family or spouse of the employee. You must notify your supervisor promptly when there is a death in the family which will necessitate your absence from work. This leave policy does not apply if you are on layoff, vacation, a leave of absence, or if you do not attend the family member's funeral.

Military Training Leave: Employees who are members in the reserve forces of the United States Military are allowed unpaid military leave for annual training or active duty as required by law.

FORM P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

Ancon Marine, Inc.
Company Name

2250 East Dominguez Street, Carson, CA 90810
Address

33 - 0392593
Internal Revenue Service Employer Identification Number

Not Applicable
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.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Mary-Jo Olsson — 3/28/07
Signature — **Date**

Mary-Jo Olsson, Vice President / General Manager
Name and Title of Signer (please print)

ANCON MARINE, INC.

STATEMENT OF QUALIFICATIONS

Corporate Office
2250 East Dominguez Street
Carson, CA 90810
Tel: (310) 522-5110
Fax: (310) 522-5158

ANCON
SERVICE SINCE 1968

Mission Statement

To provide a safe, satisfying and rewarding career for our people, while building a team commitment to quality and excellence in all our efforts. To provide cost effective services to our customers that build safety and efficiency through partnering, training, research and education. To make a positive difference in the lives of our employees and to maintain the well being of our community.

INTRODUCTION

- Summary of Services
- Licenses and Insurance
- Contact Information

ANCON
SERVICE SINCE 1968

ANCON MARINE, INC.
2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

SUMMARY OF SERVICES PROVIDED BY ANCON MARINE, INC.

INDUSTRIAL SERVICES

- Tank Cleaning
- Steam Cleaning
- Hydroblasting
- Filter Pressing / Waste Minimization
- Tank Degassing and Vapor Control
- Vessel Cleaning

TECHNICAL SERVICES

- Hazardous Waste Generator Services
- Site Management
- Drum Management
- Disposal Services
- Sampling and Profiling

EMERGENCY SPILL RESPONSE

- Emergency Response Vehicles and Equipment
- Spill Risk Assessment
- Oil and Chemical Spill Response
- Spill Containment and Clean-Up
- Small Quantity Spill to Major Incidents
- Preparedness Training and Safety Plans

WASTE TRANSPORTATION

- Vacuum Trucks (70bbl, 120bbl stainless steel and black iron)
- Roll-Off Trucks
- Wet/Dry Air Movers

JET RODDING/LINE CLEANING

- New and Existing Construction Sanitary Service
- Existing Storm Drain and Box Culvert Clean Out
- Drywell Cleaning and Maintenance

CCTV: PIPING AND MANHOLE INSPECTIONS

- TV Inspection Equipment for Sewer/Storm or Other Water Lines
- User Friendly Software; PACP and MACP Certified Operators

ANCON MARINE, INC.
2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

PROFESSIONAL LICENSES

- California A – General Engineering Contractor - 601403
- California Hazardous Waste Hauler Registration - 0855
- CHP Hazardous Waste License - 94552
- USEPA Acknowledgement of Hazardous Waste Activity CAD980737068
- US DOT Hazardous Materials Certificate of Registration 0524000050061
- California PUC Permit to Operate as a Vacuum Truck, Tank Truck, Highway Contract and Heavy Specialized Carrier T-138391
- US Coast Guard Approved Marine Liquid Transfer Manual Title 33
- US Coast Guard OSRO 097 – Class E and C
- Department of Fish and Game – Primary Spill Response Contractor
- US DOT - 447256
- Federal I.D. - 33-0392593
- State I.D. - 238-9899
- State Transporter Regulator - 0855
- AQMD Abrasive Blasting and Paint Spraying - 002588
- AQMD Rule 1166 Permit - A/N 260173
- AQMD Rule 1149 Permit - A/N 219828
- OSHA Annual Excavation Permit 551331
- Regulatory Compliance
    - DOT - RSPA Drug Testing (49 CFR Parts 199 and 40) (Oil Company General and Specific Requirements Addendum)
    - OSHA, Hazardous Waste Operations and Emergency Response (29 CFR,1910.120)
    - Medical Surveillance (Title 8, CCR, Sec. 5192)
    - Hazardous Communication (29 CFR, 110.1200)
- Interstate Commerce Commission Certificate ICCMC 187705

BUSINESS LICENSES

Current business licenses are maintained in the cities of primary business activity.

CERTIFICATE OF INSURANCE

General liability and professional liability insurance is maintained with coverage at industry standard. A certificate of insurance can be provided upon request.

FEES, PAYMENTS AND CONDITIONS

Available Upon Request

ANCON MARINE, INC.
2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

Introduction

Ancon Marine (Ancon) is an environmental services company with proven environmental and industrial service experience. Ancon was established in 1968 when the company earned its reputation as a reliable and cost effective provider of industrial services to the customers and tenants of the Port of Long Beach and the Port of Los Angeles.

Over the last 39 years Ancon has continuously reaffirmed its position as a leader in the environmental services industry. Ancon's offices in Carson, CA, Wilmington, CA, Imperial Valley, CA, Phoenix, AZ, and Las Vegas, NV serve a wide range of customers that include but are not limited to the petroleum, utility, chemical, aerospace and manufacturing industries as well as the harbor terminals, municipalities, and both state and federal agencies.

Ancon is a leader in tank cleaning, tank degassing and vapor control, hydroblasting, emergency spill response, CCTV/piping and manhole inspections, jet rodding/line cleaning, waste minimization, and transportation services. Ancon has successfully completed hundreds of projects in full compliance with the requirements of federal and state regulatory programs.

At Ancon we understand the concerns and priorities of our customers. Our number one priority is the safety of our employees and the satisfaction of our customers. Our goal is to provide the most efficient and cost effective services available.

For more information about our firm and its capabilities, please contact the persons below or visit our website at http://www.anconmarine.com.

Mary Jo Olsson
Vice President of Environmental
(310) 864-1924
2250 East Dominguez Street
Carson, CA 90810

Tom Baker
Vice President of Environmental
(310) 261-1214
2250 East Dominguez Street
Carson, CA 90810

Barry Lewis
General Manager, Phoenix, AZ
(602)258-3828
1777 North 23rd Avenue
Phoenix, AZ 85009

Jim Vasilich
Operations Manager, Las Vegas, NV
(310) 864-0135
PO Box 669
Moapa, NV 89141

REFERENCES

- Southern California Edison
- Nestle Waters
- Exxon Mobil
- Nevada Power
- Ribost
- BP Carson Refinery
- AES Redondo
- The Aerospace Corporation
- County of Orange
- AES Mendota
- Cal Energy
- BP Pipeline
- Conoco Phillips
- City of Tempe
- Tyers Contracting
- City of Scottsdale
- Pipeline Company

ANCON
SERVICE SINCE 1968

ANCON MARINE, INC.
2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

SELECTED REFERENCES

General Industrial Cleaning

Mr. Bobby Valdez
Operations Supervisor
SCE
13025 E. Los Angeles
Irwindale, CA 91706

Mr. Ken Harris
Operations Manager
Nestle Waters
5772 Jurupa Avenue
Ontario, CA 91761

Hydroblasting

Mr. Cal Tamala
Planning Manager
Exxon Mobil
3700 West 190th St.
Torrance, CA

Mr. Tom Poeller
Station Manager
Nevada Power
P.O. Box 279
Moapa, NV 89025

Tank Cleaning/ Tank Degasssing

Mr. Ron Santelik
Project Manager
Ribost
1405 W. Pier C St.
Long Beach, CA

Ms. Andrea Morrell
Tank Cleaning &
Degassing Planner
BP Carson Refinery
1801 East Sepulveda
Carson, CA 90745

Onsite Waste Management

Ms. Mary Cooper
Engineer
AES Redondo Beach
2350 E. El Segundo
Segundo, CA 90245

Mr. George Drexinger
Safety Engineer
The Aerospace Corporation
1100 N. Harbor Dr. El
Redondo Beach, CA 90277

ANCON MARINE, INC.

2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

Emergency Spill Response

Mr. Doc Nguyen
Project Manager
County of Orange
1750 S. Douglas Rd.
Anaheim, CA 92806

Ms. RaNae Loveland
Station Support
AES Redondo Beach
1100 N. Harbor Drive
Redondo Beach, CA 90277

Supersuckers

Mr. Mark Holbrook
Maintenance Manager
AES Mendota
400 Guillen Parkway
Mendota, CA 93640

Mr. Ernie Higgins
Maintenance Manager
Cal Energy
7030 Gentry Road
Calipatria, CA 92233

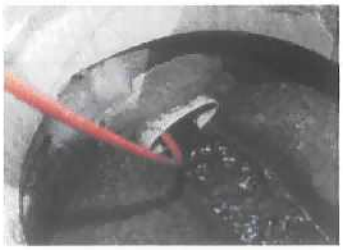
Vacuum Trucks

Mr. Steve Comley
Terminal Manager
BP Pipeline
1300 W. Pier Street
Long Beach, CA

Mr. Gary Barnet
Station Manager
Conoco Phillips Company
2650 West Lomita
Torrance, CA 90505

Jet Rodding/ Line Cleaning

Mr. John Mann
Project Manager
City of Tempe
255 East Marigold
Tempe, AZ 85281



Ms. Susan Petrie
Project Manager
Tyers Contracting
24215 N. 14th Street
Phoenix, AZ 85024

CCTV: Piping and Manhole Inspections

Mr. Rick Payne
Project Manager
City of Scottsdale
9312 North 94th Street
Scottsdale, AZ 85258

Mr. Brian Shelton
Project Manager
Pipeline Company
P.O. Box 26420
Scottsdale, AZ 85258

REPRESENTATIVE PROJECTS

- General Industrial Cleaning
- Hydroblasting
- Tank Cleaning
- Vacuum Trucks/Supersuckers
- Jet Rodding/Line Cleaning
- CCTV: Piping/Manhole Inspections

ANCON
SERVICE SINCE 1968

ANCON MARINE, INC.

2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

Representative Projects

General Industrial Cleaning

PROJECT TITLE AND LOCATION:
Deep Cleaning of Newly Constructed Conveyor Line, Arrowhead Water, Ontario, CA

YEAR PROFESSIONAL SERVICES COMPLETED:
March 2006

PROJECT OWNER:
Nestle Waters

BRIEF DESCRIPTION OF PROJECT:
Ancon Marine was retained to perform a substantial amount of general cleaning in a very limited amount of time after the construction of a new conveyor line. Crews of 20 worked in 12-hour shifts around the clock to complete the cleaning and decontamination in the course of two days.

Hydroblasting

PROJECT TITLE AND LOCATION:
Daily routine Maintenance, Exxon Mobil Refinery, Torrance, CA

YEAR PROFESSIONAL SERVICES COMPLETED:
1998 Through Today

PROJECT OWNER:
Exxon Mobil Refinery

BRIEF DESCRIPTION OF PROJECT:
Daily maintenance of the Exxon/Mobil Refinery includes hydroblasting and steam cleaning of refinery equipment and unit areas including but not limited to: exchangers, towers, fin fans, tanks and vessels. In addition to providing routine maintenance, Ancon Marine has participated in the refineries annual unit shut downs.

ANCON MARINE, INC.

2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

Tank Cleaning

PROJECT TITLE AND LOCATION:
Removal of Un-Pumpable Sludge and Tank Cleaning

YEAR PROFESSIONAL SERVICES COMPLETED:
2006

PROJECT OWNER:
Ribost

BRIEF DESCRIPTION OF PROJECT:
Ancon initially began the cleaning process by attempting to remove the light ends of the product in the tank. Ancon then reached a "hill" of product with no recyclable oil and was asked by the customer to remove the remaining product with the use of a "bobcat". Ancon then cut an 8' by 8' door sheet utilizing a 36K hydroblaster and a garnet aggregate. After solidifying the remaining product using fly-ash Ancon removed the solids with a bobcat. The tank was then hot water washed to a gas free level.

Vacuum Trucks and Supersuckers

PROJECT TITLE AND LOCATION:
Removal of Accumulated Sediment from Rivers of America

YEAR PROFESSIONAL SERVICES COMPLETED:
2003

PROJECT OWNER:
Disneyland

BRIEF DESCRIPTION OF PROJECT:
Working during the parks off hours, Ancon utilized vacuum trucks, Super Vacs, Bobcats, and crews of 17 to remove 900 yards of accumulated sediment from the Rivers of America attraction. The cost of the project reached $1 million.

ANCON MARINE, INC.
2250 EAST DOMINGUEZ STREET, CARSON, CA 90810

Jet Rodding/ Line Cleaning

PROJECT TITLE AND LOCATION:
Provide Routine hydrovac service, Tempe, AZ

YEAR PROFESSIONAL SERVICES COMPLETED:
Ongoing

PROJECT OWNER:
City of Tempe

BRIEF DESCRIPTION OF PROJECT:
Ancon Marine provides routine hydrovac services in addition to completing numerous special projects that supersede the abilities of the City's own resources. In a recent project, Ancon was retained to clean miles of large water lines leading to the City's Guadalupe Water Treatment Plant. This project was completed late at night and early morning, and required traffic control in addition to a well executed coordination with treatment plant personnel.

CCTV: Piping and Manhole Inspections

PROJECT TITLE AND LOCATION:
Routine Inspection of "Trouble Spots" and Blockages, Scottsdale, AZ

YEAR PROFESSIONAL SERVICES COMPLETED:
Ongoing

PROJECT OWNER:
City of Scottsdale

BRIEF DESCRIPTION OF PROJECT:
Ancon Marine is often retained to clear and camera sewer lines throughout the City that are prone to blockages. These issues involve roots, grease, debris and possible lines.

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (A002)

no shame. no blame. no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

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

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child learn about your options.

Los Angeles County Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ATTACHMENT 2

CONTRACT

General Environmental Management, Inc.

762209

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and General Environmental Management, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors, whichever occurs first, and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative. The Contractor shall designate a full-time employee as Contractor's Representative ("CR") who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator.

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the <u>most economical method of disposal;</u>

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator, and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

76209

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

General Environmental Management, Inc.

By_____
John Beale, Executive Vice President

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By_____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

ORIGINAL

General Environmental Management, Inc.

General Environmental Management, Inc.
3191 Temple Ave., Suite 250
Pomona, CA 91768

Phone (909) 444-9500
Toll-Free (800) 326-1011
Fax (909) 444-9900

CA Contractor License #836744

Proposal Prepared for:

Los Angeles County
Caring for Your Coast
Department of Beaches & Harbors

Response to RFP:

As-Needed Non-Emergency & Emergency Removal of Hazardous Materials

General Environmental Management, Inc.

INTEGRATED ENVIRONMENTAL SOLUTIONS

March 26, 2007

Contracts Section / Ms. Susy Orellana
As-Needed Non ER and ER Removal of Hazardous Material RFP
Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292

Dear Ms. Susy Orellana,

Enclosed is General Environmental Management, Inc.'s (GEM) response to L. A. County's Beaches and Harbors RFP for As Needed Non ER and ER Removal of Hazardous Waste. GEM is a fully integrated solutions provider leveraging the best innovations, technology, facilities, logistics, personnel and information systems to bring our customers unsurpassed environmental services.

Our company policies and goals reflect conscientious efforts to be environmentally correct. Similarly, we promote professional services that will lessen the impact of harsh environmental conditions in any situation of our business transactions. Therefore, GEM's compliance department has set in place manuals, plans, and practices from operations to administrative that promote environmentally sound business practices. For example, our Operations Dept. adopting practices that fully cover Emergency, Safety, and Health issues with pre and post project planning and administrative practices that promote compliance training to stay in compliance with the environmental industry; in which, significantly decreases our share of pollution and accidents on our environment.

We will provide the transportation, disposal, and treatment and/or recycling of certain categories of hazardous waste. GEM provides many services to keep the County in full control of its waste management needs. For instance, GEM is leading the industry with its web-based suite of management tools that provide 24/7 access to the information the City may need to better manage their waste. The result is a faithful execution of reliable processes, an essential part of every sound environmental management effort.

We hope that you find our proposal response favorable. We look forward to working with the County's Beaches and Harbors to build a professional relationship and to prove to you that we stand by our company's motto that our personnel is "Best of the Best." Please do not hesitate to call your assigned District Account Manager, Mr. Geoff Harris at (626) 945-3804 if you have any questions regarding our submittal.

Respectfully,

Maryanne Hernandez
Executive Assistant

3191 Temple Ave, Suite 250, Pomona, CA 91768 ■ 909-444-9500 ■ fax 909-444-9900
24hr customer response 800-326-1011 ■ www.go-gem.com
General Engineering - Hazardous Substance Removal Contractor, License #836744

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I. PRICE PROPOSAL (FORM P-1)

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name: General Environmental Management, Inc. (GEM)

Address: 3191 Temple Avenue
Suite #250
Pomona, CA 91768

Phone: (909) 444-9500 Fax: (909) 444-9900

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual x corporation partnership or joint venture
limited liability company other:

State of organization: Incorporation in Nevada Principal place of business: Pomona, CA

Out of state vendor's authorized agent for service of process in California:

Name_____ Address_____ Phone_____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Clyde Rhodes, Secretary - CCO, (909) 444-9500
Name Title Phone

Tim Koziol, Chairman - CEO (909) 444-9500
Name Title Phone

Dated: March 26, 2007 Proposer's signature: _____

John Beale, Executive VP - Sales & Marketing (909) 444-9500
Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the type of hazardous waste. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific type of hazardous waste from Exhibit 1.
- For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.
  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
See Attachement, P-1 Price Proposal:	Schedule of Fees	$
		$
		$
		$
		$
		$
		$
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 550.00

General Environmental Management, Inc.

P-1 PRICE PROPOSAL: SCHEDULE OF FEES

Category	Type of Hazardous Material	UOM	Unit Cost	Container Cost
1	**Flammable Liquids – to include paint thinners, solvents (non-chlorinated), acetone, xylene, gasoline, etc.**			
	55 gallon drum	ea.	$169.00	$33.00
	30 gallon drum	ea.	$129.00	$70.00
	5 gallon lab pack	ea.	$97.00	$20.00
	15 gallon lab pack	ea.	$167.00	$59.00
	30 gallon lab pack	ea.	$204.00	$70.00
	55 gallon lab pack	ea.	$269.00	$33.00
2	**Flammable Solids**			
	55 gallon drum	ea.	$372.00	$33.00
	30 gallon drum	ea.	$282.00	$70.00
	5 gallon lab pack	ea.	$145.00	$20.00
	15 gallon lab pack	ea.	$264.00	$59.00
	30 gallon lab pack	ea.	$327.00	$70.00
	55 gallon lab pack	ea.	$432.00	$33.00
3	**Non-RCRA Liquids – to include motor oil, diesel, diesel & water, anti-freeze/coolant, transmission fluid, etc.**			
	55 gallon drum	ea.	$159.00	$33.00
	30 gallon drum	ea.	$122.00	$38.00
	5 gallon lab pack	ea.	$84.00	$10.00
	15 gallon lab pack	ea.	$142.00	$35.00
	30 gallon lab pack	ea.	$174.00	$53.00
	55 gallon lab pack	ea.	$228.00	$33.00
4	**Non-RCRA Sludge – to include asphalt emulsion, grease, etc.**			
	55 gallon drum	ea.	$197.00	$33.00
	30 gallon drum	ea.	$150.00	$38.00
	5 gallon lab pack	ea.	$89.00	$10.00
	15 gallon lab pack	ea.	$152.00	$35.00
	30 gallon lab pack	ea.	$185.00	$53.00
	55 gallon lab pack	ea.	$244.00	$33.00
5	**Non-RCRA Solids – to include oil contaminated rags/debris/absorbent, oil filters, etc.**			
	55 gallon drum	ea.	$108.00	$33.00
	30 gallon drum	ea.	$72.00	$38.00
	5 gallon lab pack	ea.	$84.00	$10.00
	15 gallon lab pack	ea.	$142.00	$35.00
	30 gallon lab pack	ea.	$174.00	$53.00
	55 gallon lab pack	ea.	$228.00	$33.00
6	**Acidic Liquids, inorganic**			
	55 gallon drum	ea.	$259.00	$44.00
	30 gallon drum	ea.	$197.00	$38.00
	5 gallon lab pack	ea.	$97.00	$10.00
	15 gallon lab pack	ea.	$167.00	$35.00
	30 gallon lab pack	ea.	$204.00	$53.00

General Environmental Management, Inc.

P-1 PRICE PROPOSAL: SCHEDULE OF FEES

Category	Type of Hazardous Material	UOM	Unit Cost	Container Cost
	55 gallon lab pack	ea.	$269.00	$63.00
7	**Acidic Solids, inorganic**			
	55 gallon drum	ea.	$153.00	$63.00
	30 gallon drum	ea.	$128.00	$53.00
	5 gallon lab pack	ea.	$98.00	$10.00
	15 gallon lab pack	ea.	$167.00	$35.00
	30 gallon lab pack	ea.	$204.00	$53.00
	55 gallon lab pack	ea.	$269.00	$63.00
8	**Alkaline/Basic Liquids, inorganic**			
	55 gallon drum	ea.	$259.00	$44.00
	30 gallon drum	ea.	$197.00	$38.00
	5 gallon lab pack	ea.	$97.00	$10.00
	15 gallon lab pack	ea.	$167.00	$35.00
	30 gallon lab pack	ea.	$204.00	$53.00
	55 gallon lab pack	ea.	$269.00	$63.00
9	**Alkaline/Basic Solids, inorganic**			
	55 gallon drum	ea.	$153.00	$63.00
	30 gallon drum	ea.	$128.00	$53.00
	5 gallon lab pack	ea.	$98.00	$10.00
	15 gallon lab pack	ea.	$167.00	$35.00
	30 gallon lab pack	ea.	$204.00	$53.00
	55 gallon lab pack	ea.	$269.00	$63.00
10	**Corrosives - organic**			
	55 gallon drum	ea.	$344.00	$44.00
	30 gallon drum	ea.	$260.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$63.00
11	**Aerosols**	ea.	$284.00	$33.00
	55 gallon drum	ea.	$215.00	$70.00
	30 gallon drum	ea.	$100.00	$10.00
	5 gallon lab pack			
12	**Toxic Liquids for incineration**			
	55 gallon drum	ea.	$309.00	$33.00
	30 gallon drum	ea.	$234.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00

General Environmental Management, Inc.

P-1 PRICE PROPOSAL: SCHEDULE OF FEES

Category	Type of Hazardous Material	UOM	Unit Cost	Container Cost
13	**Toxic Solids for incineration**			
	55 gallon drum	ea.	$469.00	$33.00
	30 gallon drum	ea.	$354.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00
14	**Oxidizer Liquids for stabilizer**			
	55 gallon drum	ea.	$432.00	$44.00
	30 gallon drum	ea.	$327.00	$38.00
	5 gallon lab pack	ea.	$149.00	$10.00
	15 gallon lab pack	ea.	$272.00	$35.00
	30 gallon lab pack	ea.	$335.00	$53.00
	55 gallon lab pack	ea.	$444.00	$63.00
15	**Oxidizer Solids**			
	55 gallon drum	ea.	$case-by-case	$63.00
	30 gallon drum	ea.	$case-by-case	$53.00
	5 gallon lab pack	ea.	$149.00	$10.00
	15 gallon lab pack	ea.	$272.00	$35.00
	30 gallon lab pack	ea.	$335.00	$53.00
	55 gallon lab pack	ea.	$444.00	$63.00
16	**RCRA Haz. Liquids for stabilizer**			
	55 gallon drum	ea.	$240.00	$33.00
	30 gallon drum	ea.	$199.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00
17	**RCRA Haz. Solids for stab.**			
	55 gallon drum	ea.	$153.00	$33.00
	30 gallon drum	ea.	$111.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00
18	**Pesticides/Herbicides, Toxic Liquids**			
	55 gallon drum	ea.	$450.00	$33.00
	30 gallon drum	ea.	$340.00	$38.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00

General Environmental Management, Inc.

P-1 PRICE PROPOSAL: SCHEDULE OF FEES

Category	Type of Hazardous Material	UOM	Unit Cost	Container Cost
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00
19	**Pesticides/Herbicides, Toxic Solids**			
	55 gallon drum	ea.	$469.00	$33.00
	30 gallon drum	ea.	$354.00	$53.00
	5 gallon lab pack	ea.	$145.00	$10.00
	15 gallon lab pack	ea.	$264.00	$35.00
	30 gallon lab pack	ea.	$327.00	$53.00
	55 gallon lab pack	ea.	$432.00	$33.00
20	**Reactive Monomers/Polymers**			
	55 gallon drum	ea.	$939.00	$33.00
	30 gallon drum	ea.	$707.00	$70.00
	5 gallon lab pack	ea.	$149.00	$10.00
	15 gallon lab pack	ea.	$494.00	$59.00
	30 gallon lab pack	ea.	$614.00	$70.00
	55 gallon lab pack	ea.	$815.00	$33.00
21	**Isocyanates, non-RCRA for landfill**			
	55 gallon drum	ea.	$939.00	$33.00
	30 gallon drum	ea.	$707.00	$70.00
	5 gallon lab pack	ea.	$149.00	$10.00
	15 gallon lab pack	ea.	$494.00	$59.00
	30 gallon lab pack	ea.	$614.00	$70.00
	55 gallon lab pack	ea.	$815.00	$33.00
22	**Isocyanates, RCRA for fuels/incineration**			
	55 gallon drum	ea.	$564.00	$33.00
	30 gallon drum	ea.	$425.00	$38.00
	5 gallon lab pack	ea.	$149.00	$10.00
	15 gallon lab pack	ea.	$494.00	$59.00
	30 gallon lab pack	ea.	$614.00	$70.00
	55 gallon lab pack	ea.	$815.00	$33.00
23	**Paint Related Material (flammables.) – to include oil based paint, solvent (non-chlorinated), paint thinner, etc.**			
	55 gallon drum	ea.	$194.00	$33.00
	30 gallon drum	ea.	$148.00	$70.00
	5 gallon lab pack	ea.	$100.00	$10.00
	15 gallon lab pack	ea.	$174.00	$59.00
	30 gallon lab pack	ea.	$214.00	$70.00
	55 gallon lab pack	ea.	$282.00	$33.00
24	**Latex Paint**			
	55 gallon drum	ea.	$197.00	$33.00
	30 gallon drum	ea.	$150.00	$38.00

General Environmental Management, Inc.

P-1 PRICE PROPOSAL: SCHEDULE OF FEES

Category	Type of Hazardous Material	UOM	Unit Cost	Container Cost
	5 gallon lab pack	ea.	$89.00	$10.00
	15 gallon lab pack	ea.	$152.00	$35.00
	30 gallon lab pack	ea.	$185.00	$53.00
	55 gallon lab pack	ea.	$244.00	$33.00
25	**Asbestos**			
	55 gallon lab pack	ea.	$98.00	$33.00
	30 gallon lab pack	ea.	$98.00	$53.00
26	**Mercury - metallic**			
	5 gallon lab pack	ea.	$155.00	$10.00
	15 gallon lab pack	ea.	$529.00	$35.00
	30 gallon lab pack	ea.	$1,213.00	$53.00
	55 gallon lab pack	ea.	N/A	$33.00
27	**Batteries**			
	Alkaline	lb.	$0.30	w/ $60.00 min
	Lead, Acid	lb.	$0.25	w/ $60.00 min
	Ni-Cad.	lb.	0.75	w/ $60.00 min
	Lithium ion	lb.	0.95	w/ $60.00 min
28	**Fluorescent Light Tubes**	Ft.	0.12	
29	**CRTs**	ea.		No Charge!
30	**E-Waste – to include misc. low-grade electronics, printers, faxes, etc.**	ea.		No Charge!
31	**Bulk Clarifier Liquids (non-Haz.)**			

Description	Quantity	Price
Non-Hazardous Clarifier Waste Water	Est. 5000 gals.	$0.35/gal.* Base Rate
* (+) Solids Surcharge	TBD	* $0.01 per %, per gal.
Transportation: Vacuum Truck (incl. travel time & load/unload)	Est. 6-12 hours	$70.00/hr
Tanker Washout @ Disposal Facility	Est. 15 mins.	$75.00 per each 15-minutes

II. WORK PLAN (FORM P-2)

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about key employees and subconsultants. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Larry Kolling	Employee	Operations Manager	Oversees field operations.
Brandon Todd	Employee	Technical Service Manager	Oversees Technical Services and Technical |Service Representatives
Greg Emele	Employee	Project Manager	Manages assigned projects.
Jason Centeno	Employee	Project Manager	Will serve as backup project manager.
Joe Tapia	Employee	Operations Deispatcher	Scheduling and Emergency Response
Alex Amort David Tapia	Employee Employee	EHS Director Field Technician/Driver	Safety, Training & Compliance Provides field services and tranports wastes.

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** GEM is a public corporation owned by share holders.

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
	GEM Rancho Cordova, LLC	Branch Service	TSDF	11855 White Rock Rd. Rancho Cordova, CA	(916) 351-0980
				95742	

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License/Permit	License/Permit Number
General Environmental Management, Inc.	Contractor's License w/ Haz Endorsement	#836744A

See Section IX.5 Permits, Licenses, & Certifications for more information on GEM, Inc.

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK.**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to the removal of various kinds hazardous waste in emergent and non-emergent situations (Tasks 1 & 2);

b. Proposer's ability and resources to provide the kinds of hazardous material removal services described in Attachment A, Part Two, Statement of Work and Exhibit 1, Description of Work. Please include how you will meet the response time set by the Department: Non-Emergency Removal, Task 1 – 2 days, Emergency Removal, Task 2 – 3 hours;

c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;

d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;

e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies;

f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work;

h. List of recycling or disposal facilities to be used; and

i. Resumes of the firm's principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work,) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

GEM will be perform the removal of hazardous waste from the hours of 7 a.m. to 12 noon – M-F, as stated in Exhibit 1 Description of Work of the RFP. GEM will provide the necessary personnel, supplies, and equipment to successfully manage the pick up of Non-Emergency and Emergency removal of hazardous material. GEM will provide a staff of fully trained and experienced personnel that will work from start to finish (See Section IV – Organization Chart of field project team assigned – their technical resumes follow). The on-site staff will perform all tasks associated with removal of hazardous waste, including the unloading of any vehicles for scheduled recycling events, the packaging of wastes, and the transportation of the waste containers. GEM's Field Services Department is fully stocked with packing supplies, safety, and spill control equipment. GEM's TSDF has the capacity to accept and process all acceptable waste streams received. The county will request a scheduled pick up to round up and remove the waste within the county every 90-days.

Prior to project start-up, all activities to be performed on-site must be reviewed by the Project Manager to ensure that they conform to the procedures contained in our Operations Manual; the Project Manager shall submit a written Operations Plan to GEM's Operations Manager or General Manager, if appropriate, seven (7) days prior to the start-up of the activity. The plan cannot be put into operation until the Project Manager obtains approval from the Operations Manager. Manuals referred to in this proposal will be available for complete review upon award of a contract.

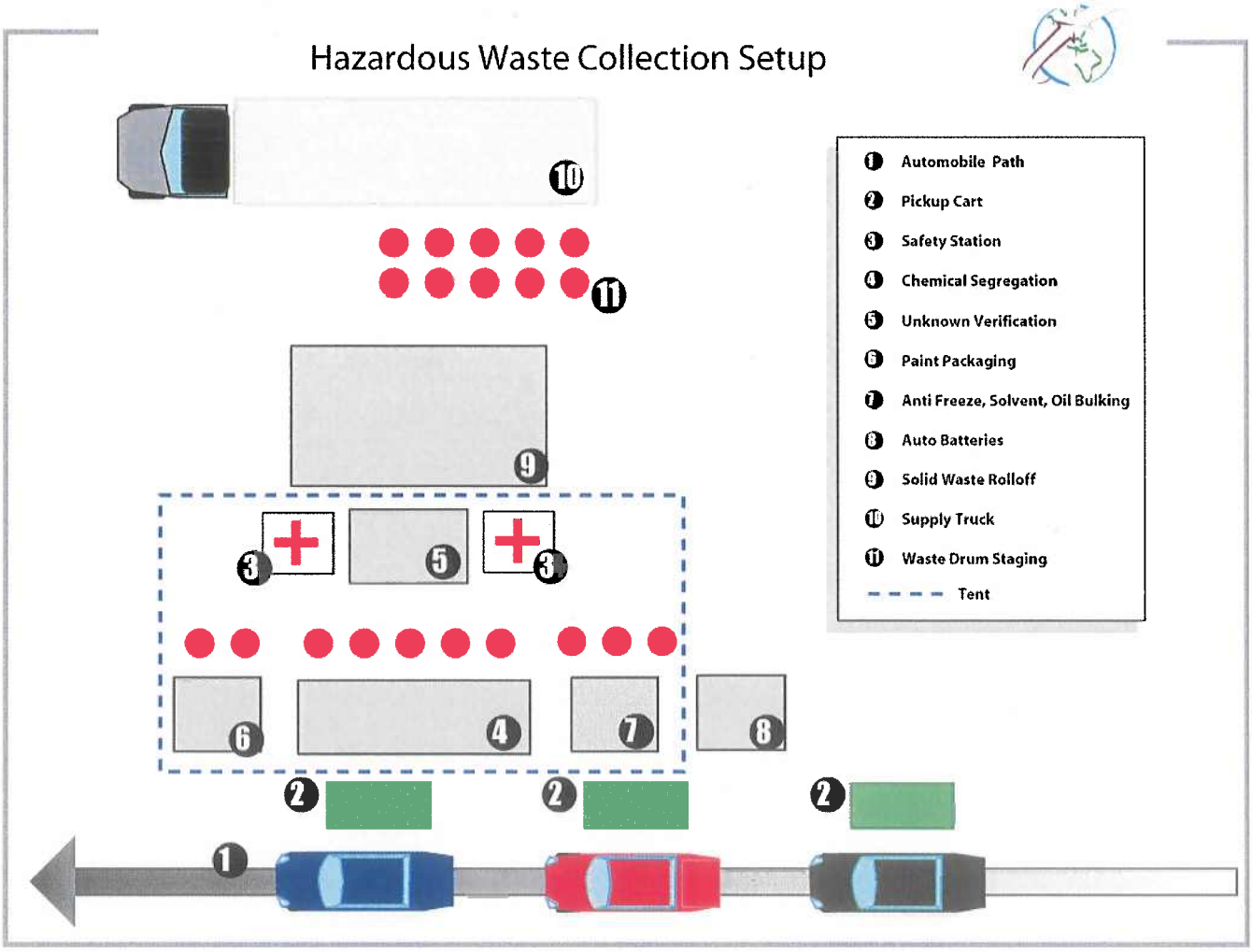
The written operations plan will, at a minimum, contain the following;

- A description of the training required for GEM employees designated to perform the task(s). Document that the training has been given or will be given prior to start-up of the project.
- Sampling and analytical parameters.
- List of regulatory agency permits, amendments, or approvals required and a statement that they have been obtained.
- Project-Specific Safety Plan; in which, it includes: types and frequency of monitoring, type of Personal Protection Equipment (PPE), identity of toxic materials, list of safety equipment utilized, decontamination procedures, evacuation/emergency procedures, security arrangements; spill prevention, control and response methods; measures to minimize fires or explosions, and requirements for posting barricades or signs to identify or warn of hazards.
- Project-Specific Contingency Plan shall be developed for all job-site and transportation activities. It shall include medical emergency response evacuation plans and fire response as outlined in GEM's Health and Safety Manual and parallels the scope of work or service agreement; community relations involvement, if any; and pre-qualification of subcontractors and their personnel.
- Personnel working on a job site must comply with all minimum OSHA, DOT and other required agency/GEM training as outlined in the GEM EHS and IIPP manual or any additional required training specific to a project or operation of equipment.
- Equipment – only GEM personnel are permitted to use GEM equipment and supplies, unless others are authorized to do so by GEM's Operations Manager or General Manager. Your project manager will go into details of equipment and supplies will be utilized on-site.

- Unsafe operations – The supervisor of an operation is responsible for stopping the operation whenever there is reason to believe that continuing will lead to injury, environmental or property damage.

See Section IX. Additional Information regarding GEM's standard Waste handling, Bulking/Consolidation, Lab Packing, and Transporting Hazardous Material procedures; they are derived from GEM's Operations Manual.

Furthermore ,GEM can customize a collection setup, similar to below in order to meet the specific requirements of any of the County's request for a scheduled public collection event.



Vehicle Unloading/Waste Acceptance

As the vehicle pulls into the unloading lane, the participant will be asked to put their car in the park position, turn off the vehicle, and remain in their vehicle. The unloader, will then inspect the load for any leaking containers and confirm that each item is properly labeled. Any leaking containers will be overpacked into a larger container before being packaged by the field chemist(s). All waste items must be clearly marked or labeled with the product's name and its chemical constituents. GEM will ask that the resident identify any unlabeled material found in the vehicle. This information will immediately be written on the container with a permanent marker. If it cannot be identified, the material will be taken to the screening area for further analysis by the field chemist(s). If the unloader discovers any unacceptable waste items, the HHW Project Manager will be called over to inspect the material and determine the best course of action.

The unloader will then carefully remove all acceptable material and place it on a plastic unloading cart. If a waste item is determined to be too heavy or large in size for the unloading cart, the unloader will request that a drum cart be used to transport the waste item to the appropriate workstation. The resident will be allowed to leave once all waste material has been approved for disposal.

The following equipment will be supplied by GEM for the performance of the one-day collection event:

Packaging Supplies:

- ✓ Drums (Steel, Poly, Fiber)
- ✓ 85 gallon over packs
- ✓ Gaylord Boxes
- ✓ Vermiculite
- ✓ Rolls of Tape
- ✓ Wood Pallets
- ✓ Rolls of Plastic Sheeting
- ✓ Drum Liners
- ✓ Labels/Markings
- ✓ Manifests
- ✓ Profile Forms
- ✓ Drum Inventory Forms

Safety Equipment:

- ✓ Fire Extinguishers
- ✓ First Aid Kits
- ✓ Leather Gloves
- ✓ Respirators
- ✓ Nitrile Gloves
- ✓ Latex Gloves
- ✓ Tyvek Suits
- ✓ Safety Glasses
- ✓
- ✓ Portable Eye Wash Station
- ✓ Steel Toe Boots
- ✓ Full Face Shield
- ✓ Drum Cart
- ✓ Rain Suits

Miscellaneous Equipment:

- ✓ Unloading Carts
- ✓ Drum Grounding Device
- ✓ Pallet Jack
- ✓ Spark Proof Tools
- ✓ Traffic Barricades, Cones
- ✓ Brooms, Shovels
- ✓ Oil Dry
- ✓ Spill Socks/Pillows
- ✓ Signage
- ✓ Air Horn

Transportation Equipment:

- ✓ 40 ' Tractor Trailer
- ✓ Straight Truck

Note: GEM anticipates renting a Tent and Forklift for the collection event.

Waste Recycling
GEM strives to abide by the Resource Conservation Recovery Act Hierarchy and implement the guiding principles of Responsible Recycling. GEM currently has recycling outlets for the following waste categories:

- ✓ Antifreeze
- ✓ Lead Acid Batteries
- ✓ Fluorescent Light Bulbs
- ✓ Used Oil
- ✓ Oil Filters
- ✓ Mercury
- ✓ Fluorescent Light Bulbs
- ✓ Household Batteries

Acceptable/Unacceptable Waste Materials
GEM accepts most every type of waste material for disposal at its treatment, storage, and disposal facilities. Most hazardous wastes received by GEM are blended into waste-derived fuels and shipped off-site to permitted cement kilns. Other hazardous wastes may be treated and/or shipped off-site for reclamation or incineration. Non-hazardous low BTU wastes are solidified and disposed of in approved Sub-Title "D" landfills. GEM also utilizes wastewater treatment facilities for hazardous and non-hazardous liquids that meet the criteria for these programs.

However, based on our permit, GEM cannot accept the following materials for disposal at our TSDF:

- ✓ Radioactive (i.e. smoke detectors)
- ✓ Unstable Explosive or Shock-Sensitive (i.e. dry picric acid, old ethyl ether in metal cans)
- ✓ Biohazardous (i.e. sharps; medical waste)

Through our years of experience in the waste management industry, GEM has formed relationships with several disposal outlets that can accept and process these materials for disposal. If any of these items are accidentally received or dropped off at the collection event, GEM can work with the County to manage their disposal. If any explosive items are discovered at the collection event, GEM can mobilize its High Hazard Team to stabilize the waste items. GEM's High Hazardous program allows us to provide our customers with safe and cost-effective options for handling and disposing of high hazard chemicals. GEM's high hazard chemists have extensive training and are experienced in the identification, handling, removal, and disposal of these hard to handle chemicals.

Services offered by this program include, but are not limited to:

- ✓ Explosive Chemical Evaluation and Deactivation
- ✓ Known/Unknown Compressed Gas Identification and Disposal
- ✓ Stabilization and Disposal of Shock Sensitive Chemicals
- ✓ Remote Opening Capability
- ✓ Unknown Chemical Identification and Disposal
- ✓ On-Site Detonation Capability

The cost for the mobilization of GEM's High Hazard Team is on a Case-By-Case basis.

Site Specific Safety Plan
GEM's HHW Project Manager with work with the County representative(s) to complete the SSSP, prior to the start of the collection event. This plan can be customized to meet the specific requirements of the City.

Emergency Response Capabilities
GEM's District Account Manager or Response Foreman will respond to the original notification. *GEM's* personnel and equipment shall proceed within one hour of the authorization from a representative of LA County Beaches & Harbors. GEM will respond with a minimum of two personnel. Additional personnel will be available as needed. Upon arrival, the Response Foreman will report to the on-scene coordinator from LA County Beaches & Harbors. The Response Foreman will provide a written report or work order depicting the nature of work completed, labor, equipment, and materials used to mitigate and clean-up the spill/release incident.

Response Location
GEM's field office is located at the following address:
11155 Jersey Boulevard, Unit G
Rancho Cucamonga, CA 91730

GEM personnel and equipment are dispatched from this location. GEM has a service agreement for maintenance of all vehicles to ensure proper working condition.

GEM offers 24-hour, 365 days a year emergency response services which is reached through our toll free phone number (800) 326-1011. During normal business hours of 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays, the emergency call would be answered by a representative of GEM at our offices and forwarded to the District Account Manager or a Response Foreman. After normal business hours, on weekend and holidays, calls will be answered by an operator with GEM's answering service. The answering service would immediately contact the on-call Emergency Response Coordinator and forward the calling party's phone number. The Emergency Response coordinator may be the District Account Manager or a Response Foreman.

The Emergency Response Coordinator would then call LA County Beaches & Harbors representative and obtain pertinent information regarding the emergency (type, size, location, etc.). The Emergency Response Coordinator would then contact the appropriate response personnel, at a minimum this would include one response foreman and one cleanup technician. The response team would then immediately respond to the spill incident.

Our highly experienced staff understands the importance of getting things done right the first time. From a small lab-pack to large chemical moves, GEM is able to effectively address our clients' needs, including tank cleaning, environmental department outsourcing, environmental report outsourcing, environmental compliance inspections, waste segregation and movement to central storage, etc. While always stressing safety, accuracy, and efficiency, GEM is able to work with and remove a large variety of spills including materials such as: Flammables, Corrosives, Poisons, Oxidizers, Reactives, Cylinders, and Unknown Chemicals. Please see the sections following, for more details on Emergency Response, Packaging, Consolidating, Identifying, and Transporting and Emergency Procedures for wastes.

GEM's technical service group – GEMPak – has highly trained and experienced teams available to properly segregate, package, and transport used chemicals for recycling and/or disposal. GEMPak is able to manage: Laboratory Moves, Facility Closures, Household Hazardous Waste Roundups; Emergency Response, and On-site Waste Management Programs. Once packaged, chemicals are transported to a GEM Part B-permitted waste facilities for consolidation before recycling/disposing. GEMPak services will reduce risk with the removal of dangerous chemicals.

GEMWare: Web-Based Information Management – GEM provides an innovative internet-based application that will help you meet your information management needs and put you in complete control of your waste management and disposal activities. GEMWare (our proprietary enterprise software for the management, transport, and disposal of hazardous waste) is designed to give the city speed and flexibility that enable it to control hazardous materials, waste management, and disposal activities.

By using GEMWare, the City can: Organize storage areas; Manage inventories; Set up waste stream profiles and disposal approvals; Request services and materials; Print Manifest, Print Labels; Schedule shipments; Track manifests; and Receive specialized reports. GEM will utilize GEMWare for the quarterly reports requested by the City. The City will be assigned a Technical Service Representative (TSR) to help the city with GEMWare.

Sub-Contractors

All work to be performed by GEM.

Proposed Facilities

- GEM-RC and/or US Ecology for the containerized waste
- Remedy and/or K-Pure for non-haz clarifier water
- Lighting Resources for fluorescent light tubes
- Kinsbursky Bros. for batteries
- E-Waste & CRTs to Electronics Partners Corp (ePC)

III. QUALITY CONTROL PLAN (FORM P-3)

a. Who will supervise the removal services conducted by your employees?

Our project manager, Greg Emele, will conduct removal services. Mr. Emele's qualifications and experience are further detailed in assigned Project Team resumes in Section IV. Business and Financial Summary.

b. What steps will you take to correct deficiencies reported by the Department of discovered by your reviewer?

Daily reports are reviewed by Operations Dept. personnel. Any "deficiencies" will be brought to the attention of the Operations Manager & Sales Manager. Operations and Sales department to discuss and offer corrective actions. Written responses can be submitted to L.A. County Beaches & Harbors upon request.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

GEM's team will usually respond within 48 hours; possibly the next business day if our schedule permits.

d. How ill you cover unexpected absences?

Operations will redistribute GEM's man-power resources accordingly.

e. How ill you ensure the response times set by the Department are met?

Based upon our equipment and man-power resources, we feel that we can adequately meet your scheduling demands.

f. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

See GEM's Quality Program Summary following this page.

General Environmental Management, Inc.

QUALITY PROGRAM

GEM has been a leader in building Quality into the systems that we utilize. Due to the nature of our business, GEM must utilize and maintain exacting systems to help ensure compliance and safety with the work we perform. Our systems are continuing to evolve and improve. Additionally, as we grow, we are creating and utilizing technology to provide assistance to our program.

Attached are included some of our procedures related to customer establishment, service and related work. Due to the wide range of work that GEM performs, it would be too burdensome to attach all of our procedures, so we have chosen to select a couple for your review.

GEM uses the Total Quality Management philosophy, in that it is better to prevent errors than to just find and fix them. Our programs could be divided into different stages.

Tracking/Database Management-Gemware/Enviroware

Procedures

Training

Audits

DATABASE MANAGEMENT

Prevention of errors is the most effective method of having a quality program. GEM utilizes Gemware to manage our customers data, including customer establishment, job paperwork (labels, manifests, work orders) all the way through invoicing. Thus, as long as the initial customer data is entered correctly, all the documentation will print with the same information. Documentation in the hazardous waste business is vital. Below is a summary of our documentation/tracking related to projects.

Due to the nature of our business, the documentation process is connected to the tracking process. Below lists a summary of the documentation and tracking process. The following all occur after the proposal or quotation has been awarded. Note that all special, reactive or remediation projects will be evaluated prior to the proposal being generated. The following is focused on a standard waste pick-up.

A. **Customer Set-Up-Obtained prior to project**

The following information is obtained and entered into Gemware, our proprietary internet accessible software.

1. Company Name/contacts and phone/fax/email
2. Company Address
3. Site Address (es)
4. Manifest addresses
5. Billing address
6. EPA ID number(s)
7. Emergency Response Number (if present)
8. Method of payment - credit card, P.O per shipment, Blanket P.O.(include amount and not to exceed level or percentage)
9. Where/whom to send the invoice
10. Special Invoicing /Billing Instructions – Describe any customer specific invoicing procedures
11. SIC code or Business Type – Specify business type

B. **Customer Waste Profiling-Prior to Project**

1. Review of customer's transportation and disposal restrictions (i.e. specific TSDF approved site list, preferred treatment methods, other restrictions).
2. Evaluation, waste characterization, and profiling (documenting the waste, by waste stream, it's process of generation, physical and chemical properties and compositions).
3. Run analytical if required.
4. Customer to review and sign completed profiles.
5. Profiles are submitted to TSDF for approval.
6. Approval of profiles.
7. Assignment of a treatment code to each profile.
8. Entry of profiles into Gemware, and if going to GEM TSDF, Enviroware.

C. **Scheduling of Project**

1. Project is scheduled with customer.
2. Gemware scheduling occurs.
3. Customer waste profiles and request for wastes to be picked up are compared, and evaluated. If there are new waste streams, customer is contacted and the above profiling process occurs.
4. Review and input into Gemware all supplies and special requests concerning the project.
5. GEM work order and unique work order number is generated from Gemware.

D. Project Preparation

1. Work order is evaluated by Operations.
2. Any special safety considerations/SSHSP developed if required.
3. Supplies obtained and loaded.
4. Uniform Hazardous Waste Manifest or State specific manifest/BOL is generated via Gemware.
5. Shipping labels and markings are generated on stickers via Gemware.
6. Land disposal restriction notifications are generated via Gemware.
7. Truck is inspected as per DOT requirements. Documentation of such inspection occurs on a DVIR.
8. Drivers hours are documented in a log book.

E. Project-On Customer Site

1. GEM staff meets customer contact.
2. Review of work order/scope of project and waste.
3. Specific waste streams are compared to the work order, labeled, marked and prepared for shipment. This includes inspection of containers, condition, type etc.
4. Changes in work are addressed. This may include documentation on a change order, or documentation on the work order. Other situations would require further documentation and may have contract specific limits.
5. The manifest is completed to meet all DOT/EPA and State requirements. The manifest includes items such as: Generator name/address, TSDF/Transporter, US DOT Proper shipping names, quantities, container types, waste codes and approval numbers.
6. The LDR is completed.
7. The following paperwork is reviewed, signed by the generator and selected paperwork signed by the transporter:
    a. Uniform Hazardous Waste Manifest
    b. LDR
    c. Work Order
    d. Any other paperwork required
8. Copies are provided to generator.
9. The generator, if in California, is required to send a copy of the Uniform Hazardous Waste Manifest (UHWM) to the DTSC.

10. The generator is required to keep one copy of the UHWM.
11. All original paperwork stays with the waste load/transporter.
12. The truck is placarded.

F. <u>Project-Transportation to TSDF</u>

Transportation specifics will vary depending upon a variety of factors. Factors that will effect transportation include:

1. Location of pick-up (s)
2. Location of TSDF (s)
3. Amount of waste
4. Is waste bulk or containerized
5. Time of pick-up
6. Availability of access into TSDF

All hazardous waste is transported on licensed hazardous waste vehicles. The law allows a specific transporter 10 days per site to hold waste incidental to transportation. Any changes in transporters must be documented on the Uniform Hazardous Waste Manifest. Additionally, the Uniform Hazardous Waste Manifests serves as a chain of custody, where the transporters must sign and date the manifest when the load becomes in their possession.

Containerized waste may be transferred to another truck prior to being shipped to the TSDF.

A scheduled time into the TSDF is arranged.

G. <u>Delivery to the TSDF</u>

1. Upon receipt at the TSDF, the following process occurs:
    a. The facility will inspect the Uniform Hazardous Waste Manifest, LDR's and all other related paperwork.
    b. The facility will verify all the waste is approved.
    c. The facility/transporter will unload the waste to a staging area at the TSDF.
    d. The TSDF staff will evaluate the waste and compare it to the manifest and profiles.
    e. The TSDF will sign and date the Uniform Hazardous Waste Manifest.

f. Any significant discrepancies are noted by the TSDF in box 19 of the UHWM.
g. The Transporter keeps a copy of the UHWM.
h. The TSDF must: Keep one copy, mail one copy to the generator, and depending on the state, send one copy to the state.

H. TSDF Process

Every TSDF has their own process and specific requirements set forth in their permit and via the state/EPA. Documentation therefore will vary, however, federal law requires that TSDF's track waste through their facility and meet the treatment methods as required by the EPA or their State, whichever is more stringent. The following is a general description of many facility processes, however, as stated, every facility is different.

1. The manifest and profiles are entered into the TSDF's computer system. (This may be performed prior to the load being received).
2. The actual manifest is compared against what was entered (if pre-entered).
3. A load sheet is printed. This load sheet is utilized by the TSDF staff to check-in each container.
4. A unique tracking number is assigned to each container.
5. All containers are marked with their tracking number.
6. Sampling, if required, will occur.
7. The sampling will include a form of a chain of custody, and the samples marked and taken to the laboratory.
8. The laboratory will utilized some sort of accessioning program, to record and document what samples have come in, what tests are required etc. The TSDF waste analysis plan will have specific requirements related to this.
9. The TSDF staff is notified in writing as to what is approved for what process via the laboratory.
10. The waste is tracked to a processes (consolidated, shipped, treated etc.).
11. The waste is processed.
12. The completion of the waste processing is entered into the TSDF tracking system.
13. Residue, if any, is shipped off-site.
14. All waste shipped off-site follows the same process as described in this documentation section, only the TSDF becomes the generator.

PROCEEDURES

GEM maintains a solid baseline of procedures and practices which are regularly reviewed for regulatory, safety and operational implementation. The table of contents for our Health and Safety Manual, Injury and Illness Prevention Plan and Operations Manual are attached.

Our program is constructed utilizing experienced environmental health and safety staff, and operations staff, so that in addition to regulatory and safety compliance, the procedures are also written for ease of implementation by our staff.

TRAINING

Although having a well maintained usable database is an important first step, training of our staff is critical, as GEM performs a majority of our work in the field, where conditions may be continuously changing. GEM maintains our database of training electronically, providing a current up to date reference point with which to prioritize training needs at the branches. GEM utilizes a variety of training methods, including in house training, subcontracted training, interactive web based training and videos. Testing and hands on demonstration of ability is a critical part to assessing the effectiveness of the training we provide. Below is a review of our training program. A copy of the table of contents from the training section in our health and safety manual is attached.

AUDITS

The last step in our quality process involves audits, to evaluate how well our programs are performing. GEM has programs consisting of several forms of audits:

Internal Audits of GEM 10-day Facilities-
- This includes:
  - Weekly inspections of each facility
  - Drivers Log Book Audits utilizing Rapid Log software
  - Review of Health and Safety Plans

Internal Audits of GEM TSDF;s:
- This includes:
  - Daily inspections
  - Weekly inspections
  - Monthly inspections
  - Random inspections

Internal Audits of GEM Projects:

This program is primarily random un-announced inspections of GEM projects being performed at customers sites. These audits focus on:

- Environmental Compliance
- Health and Safety
- Customer Service
- Performance of staff

External Audits of Subcontractors:

This program focuses on audits and evaluation of potential and existing subcontractors. The focus includes: Environmental, Health and Safety, Training, Contingency Planning, Insurance, Financials, Operations, Competence, Maintenance, overall Compliance.

IV. BUSINESS & FINANCIAL SUMMARY (FORM P-4)

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. ***(At least 5 years' experience in the field must be demonstrated.)*** **FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2003	ongoing	Jacobs Engineering	4300 B St. Ste#1600, Anchorage AK	Michael Gornter/	(907)-751-3395	Site Remediation
2002	ongoing	City of Santa Monica		Alan Rodriguez	(310) 458-8255	Household Hazardous Waste Management
2002	ongoing	Metropolitan Water District		John Clark	(800) 225-5693	Hazardous Waste Managementt

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2002	ongoing	American Honda Inc.	1919 Torrance Blvd. Torrance CA	John Duehring	(310) 783-2063	Hazardous Waste Management
2002	ongoing	Calvada Environmental Svc.		Tim Lane	(858) 530-1500	Hazardous Waste Management
2002	ongoing	Safety Kleen		Tommy Myrvold	(818) 335-5606	Hazardous Waste Management

2. How many full-time workers does your firm employ? 105

3. Attach an organizational chart or describe the organization of your firm: See attached Organizational Chart.

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
PCI	4343 Kennedy Ave. East Chicao, IN 46312	Trade Reference	Bernice Sumbry	(219) 397-3951
Philip Transportation	12475 Llagas Ave. San Martin, CA 95046	Trade Reference	Donette Franklin	(800) 321-1030
K-Pure Waterworks, Inc.	P.O. Box 3058 Rancho Cucamonga, CA 91729-3058	Trade Reference		(909) 476-9492
Alltech Services, Inc.	P.O. Box 1065 Sunset Beach, CA 90742	Trade Reference		(714) 226-0520

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

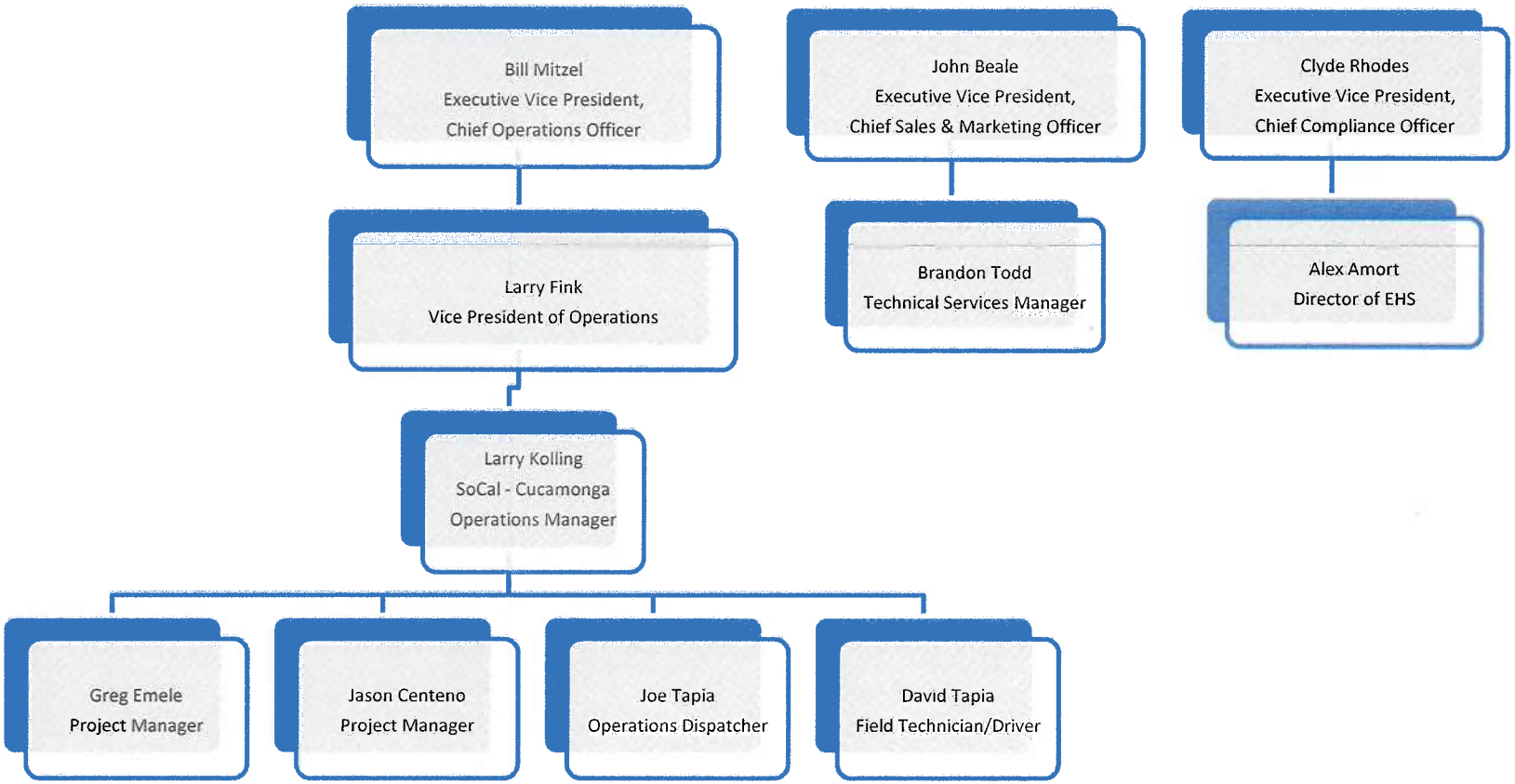
X has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

General Environmental Management, Inc.

Organizational Chart



General Environmental Management, Inc.

LAWRENCE KOLLING

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC. (GEM) *2003 – Present*

Dispatcher /Operations Manager

Scheduling of all equipment, field personnel & daily operations. Compliance & scheduling of all inbound & out bound shipments of waste to various disposal facilities. Handled all DOT and Driver compliance, equipment maintenance, inventory & purchasing of all field supplies & equipment.

INDUSTRIAL WASTE UTILIZATION, INC. *2002 – 2003*

Dispatcher

Scheduling of all equipment & field personnel, all inbound & outbound shipments of Hazardous Waste. DOT compliance including all equipment maintenance, purchasing & inventory control for all operations supplies.

CONSOLIDATED WASTE IND. *2000 – 2002*

Dispatcher

Scheduling of all equipment & field personnel, all inbound & outbound shipments of Hazardous Waste. DOT compliance including all equipment maintenance, purchasing & inventory control for all operations supplies.

HAZPAK, INC. ENVIRONMENTAL SERVICES *1998 – 2000*

Dispatcher /Operations Manager

Scheduling of all equipment & field personnel, all inbound & outbound shipments of Hazardous Waste. DOT compliance including all equipment maintenance, purchasing & inventory control for all operations supplies.

ERICKSON, INC. ENVIRONMENTAL SERVICES *1995 – 1998*

Dispatcher /Operations Manager

Scheduling of all equipment & field personnel, all inbound & outbound shipments of Hazardous Waste. DOT compliance including all equipment maintenance, purchasing & inventory control for all operations supplies.

LAIDLAW ENVIRONMENTAL SERVICE, *1993 – 1995*

Lead Dispatcher

* Laidlaw purchased Disposal Control Services.

DISPOSAL CONTROL SERVICE *1987 – 1993*

Lead Dispatcher- for 2-years, Truck Driver for 4-years

Scheduling of all operations, (Trucking and Field Operations), equipment maintenance, D.O.T.

Compliance. Have a class-A Truck Driver's License, transporting various shipments of hazardous wastes locally and out of state. Also functioned as field technician on emergency response services and various projects; e.g., household waste roundups, illegal drug lab cleanups, and chemical spill cleanups.

EDUCATION

40-hr. HAZWOPER and 8-hr. Refresher (3/12/98)
Community Adult CPR and First Aid (4/1/99)
DOT HazMat Employee; Train the Trainer Training (12/11/99)
Principles of Lab Packing & Manifesting (9/22/90)
Alcohol & Drug Training for Supervisor (8/20/98)
Class A – Drivers License with full endorsements. (4/11/87)

Certificates available upon request.

General Environmental Management, Inc.

JEFFREY BRANDON TODD

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC. *2005 – Present*

RANCHO CUCAMONGA, CA

Technical Services Manager

Oversight of Technical Services Group for the primary operations office servicing Southern California. The group is responsible for supporting the customer as well as several intra-company departments by providing technical expertise, database management, and documentation necessary to properly characterize, package and transport lab packed, drummed and bulk hazardous and non-hazardous waste for disposal. Primary personal responsibility is to insure excellent service to internal and external customers with an interest in profitability, efficiency, and compliance.

Support company's treatment storage and disposal facility in Rancho Cordova, CA by providing guidance to customers and internal personnel to insure proper inbound waste profiling, permit compliance, and tracking system management.

Oversight of non-hazardous waste drum management program servicing the company's EnviroConstruction division and the consultant arena.

ENVIRO-GUARD

ORANGE, CA

Technical / Operations Manager *2003-2005*

Directed day-to-day field operations for hazardous waste transportation company. Responsible for technical services to include waste profiling and manifesting, lab packing and general field services. Operational compliance with all Federal, State, and local agencies. Employee training. Project scoping and quotation. Management of West Coast 10-day transfer station for Pollution Control Industries, East Chicago, IN.

INNOVATIVE WASTE UTILIZATION *2000-2003*

PHOENIX, AZ

Technical Services Representative

Devised and directed receiving operations for treatment, storage, and disposal facility. Provided technical assistance to customers regarding proper waste profiling and shipment. Investigation and resolution of waste characterization discrepancies. Supported facility laboratory procedures. Implemented and engineered various waste tracking procedures to insure operational efficiency and proper tacking system management.

EDUCATION

East Tennessee State University, Johnson City, TN
Bachelor of Science in Environmental Health
1998

General Environmental Management, Inc.

GREGORY EMELE

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC. *2004 – Present*

Project Manager

Direct field personnel to safely manage hazardous waste at various customer locations throughout Southern California. Provide technical guidance and offer specific recommendations to customers to maintain compliance with federal, state and local hazardous waste regulations. Sample and profile bulk and drum waste streams. Prepare a site-specific health and safety plan for each project to inform and protect all personnel.

ECOLOGY CONTROL INDUSTRIES, INC. *2003 – 2004*

General Manager

Managed the day-to-day operations of a Standardized Permitted Facility to treat/recycle/dispose of hazardous material storage tanks in California. The operations included transportation services requiring Class A and B drivers. Assured compliance with all personnel training and record keeping requirements for numerous regulatory agencies such as OSHA, DOT, and DTSC etc.

CONSOLIDATED WASTE INDUSTRIES, INC. *1994 – 2003*

Project Manager/Senior Chemist

Provided written quotes to customers for hazardous waste transportation and disposal services. Quotes included labor and material for any on-site consolidation and packaging of waste. Supervised segregation and lab packing of industrial chemicals. Prepared necessary manifests and related documents to transport and dispose of waste materials in accordance with federal, state and local regulations. Managed several (large quantity generator) contracts. Responsible for assuring regulatory compliance and meeting cost requirements.
Provided field service training for technicians.

CHEMICAL WASTE MANAGEMENT *1992 – 1994*

Project Manager

Supervised waste management services for several large aerospace firms. Services included lab packing, waste stream consolidation, sampling and profiling. Provided other on-site services to assure regulatory compliance.

EDUCATION

SHIPPENSBURG STATE COLLEGE - SHIPPENSBURG, PA
Year: 1977
Bachelor of Arts, Major: Chemistry

40-hr HAZWOPER
24-hr First Responders-Operations Level
8-hr HAZWOPER Refresher
Hazardous Waste Field Supervisor
Confined Space Entry
DOT Commercial Driver Training
DOT Compliance- HM 181, 126F
CPR and First Aid

Certificates available upon request.

JASON CENTENO

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC. (GEM) *2003 – Present*

Project Manager/Hazardous Materials Technician

Perform duties in the capacity as a project manager and response foreman. Oversee the entire project from inception, execution to completion. Site assessment of health and safety, planning, logistic, scheduling, and price quotation. Manage HHW projects throughout Southern California. As a response foreman: oversight of crews and tasks performed in the field – such as proper packaging, labeling, sampling, and disposition of hazardous wastes. Hazard categorization of wastes by HazCat7 is often necessary when unknown hazardous wastes are encountered out in the field. Ensured that health and safety is always an important issue when working in the field. Prepared site-specific health and safety plans before commencement of any field activity. Responsibilities in the office include inventory control, maintenance, and calibration of field instruments and equipment. Project liaison between GEM and its principal customers. Furthermore, a member of the Health and Safety Committee, providing in-house training of proper use and maintenance with level "A" personal protective equipment, and assisted in the training of confined space entry rescue.

HAZPAK, INC. ENVIRONMENTAL SERVICES *1994 – 2003*

Project Manager- Technician

Supervised clean-up technicians in numerous projects including Clandestine Drug laboratory dismantling projects, lab-packs, and chemical spill cleanup projects. Routinely performed lab pack packaging for schools, hospitals, and municipalities. Gained extensive experience in manifesting various hazardous chemical wastes.

EDUCATION

Qualifying person for the A-General Engineering
Contractor's License with the Hazardous Substance
Remedial Action Certificate
Certified First-Aid and CPR Instructor

40-hr HAZWOPER (1/22/94)
8-hr HAZWOPER Refresher (3/18/03)
OSHA First Responders Operations Level (3/1/98)
Incident Command (3/7/98)
Confined Space Entry (10/18/03)
Level A Personal Protective Equipment Training (8/13/97)
CNOA, 16-hr-Clandestine Laboratory Investigations (10/18/96)
CSTI, Clandestine Drug Laboratory Waste Operations (CLANWOPER) 1997
OSHA 24-hr Hazmat Technician (9/12/97)
DOT Commercial Driver Training (12/14/02)
Community CPR and First Aid (12/11/01)
Hazardous Site Supervisor (3/16/98)
Forklift Training (11/20/99)

Certificates available upon request.

JOSEPH TAPIA

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC.	*2003 – Present*
Dispatcher/Class A Driver	

Scheduling daily projects, ordering required equipment and labor, communicating with customers project logistics, ordering required container supplies and personal protective equipment, assisting Operations Manager in scheduling waste shipment deliveries.

HAZPAK ENVIRONMENTAL SERVICES, INC.

Dispatcher/Class A Driver *1994 – 2003*

Scheduling daily projects, ordering required equipment and labor, communicating with customers project logistics, ordering required container supplies and personal protective equipment, assisting Operations Manager in scheduling waste shipment deliveries.

DISPOSAL CONTROL *1982 – 1992*

Driver

EDUCATION

High School Diploma

CERTIFICATES

40-Hour HAZWOPER
Annual 8-Hour Refresher
DOT Commercial Driver Training
Forklift
Drug and Alcohol Abuse Evaluator Training
Confined Space Rescue
Fire Extinguisher
First Aid/CPR
Personal Protective Equipment Usage.

Certificates available upon request.

ALEXANDER AMORT

EXPERIENCE:

GENERAL ENVIRONMENTAL MANAGEMENT, INC. *2005 – Present*

Director of Environmental Health and Safety

Manage corporate EHS programs. Evaluation and review of Health and Safety Manual, development of various EHS programs, IIPP, training, establishing training schedules, HMBP, facility annual report, hazardous waste project compliance, 10-day and transportation compliance oversight, maintain permits, incident reporting, medical surveillance and general compliance over environmental and health and safety for our operations. Managing of Employee for California General Engineering A Contractors License with Hazardous Substance Certificate.

GENERAL ENVIRONMENTAL MANAGEMENT, INC. *2004 – 2005*

General Manager

Responsible for establishing, developing, staffing, implementation and management of Part B Permitted Treatment and Storage Facility. The Facility had been not utilized for a period of time; thus, significant start-up projects included: Staffing; establishment of a laboratory, physical expansion, permit writing, compliance, DOT/RCRA and State regulation implementation, health and safety, technical, waste operations processes, administrative processes and governmental relationships. Managing of Employee for California General Engineering A Contractors License with Hazardous Substance Certificate.

GENERAL ENVIRONMENTAL MANAGEMENT (Purchased EnVectra) *2003 – 2004*

District Manger

Responsible for development, staffing, implementation and management of: Operations including health and safety; regulatory, compliance and health and safety/IIPP training and implementation; business development strategies; environmental project management. Provide technical, environmental health and safety and operational support and project management for company and customers including: environmental projects, programs and audits of hazardous materials and waste processes, regulatory compliance and waste minimization implementation. Managed Employee for California General Engineering A Contractors License with Hazardous Substance Certificate.

ENVECTRA *2000 – 2003*

Vice President, Business Development

On site management of hazardous wastes including lab packing, field identification of unknown materials, emergency response, and field audits. Clients include: Amgen, Inc., TRW Space and Defense, Baxter Hyland Immuno Research Group, 3M Medical Research, and Exxon Mobil Corporation. Other duties include emergency response to clandestine drug labs and segregation and packaging of wastes at Household Hazardous Waste "Round-ups" sponsored by the County of Los Angeles.

Accomplishments include:

- Extensive technical and operational development/management for environmental health and safety programs and projects and hazardous waste/materials management/solutions for EnVectra and customers.
- Responsible Managing Employee (Qualifying Individual) for California General A Engineering Contractors License with Hazardous Substance Certificate.
- Design and implementation of operational, health and safety and sales strategic plans and programs.
- Establishment of the business, from zero revenue to several million dollars.

ONYX ENVIRONMENTAL SERVICES *1989 – 2000*
(Company name changed due to merges, previously: AETS/Waste Management, AETC, BD Technology): All full service environmental hazardous waste service companies.

General Manager

Senior management representative for Northern California, ensured that branch was a safe, compliant, progressive and profitable operation. Responsible for all facets of the hazardous waste business including EHS, emergency response, TSDF management, transportation, environmental projects, DOT/RCRA/State compliance, business development, profitability, staffing, operations, customer service, and SG&A. Perform; compliance, audits, health and safety, environmental, regulatory/technical, expansion of capabilities, budgets, pricing, training, relations with regulatory agencies, staffing, contracts and design/development and implementation of policies and procedures for internal and customer use.

Accomplishments include:

- Designed and implemented compliance/waste minimization systems (for customers and internal use), and exceeded company environmental health and safety goals
- Reduced OSHA reportable rate over 100%
- Established a customer satisfaction rating of 98% vs. a goal of 90%
- Increased revenue 20%/year (1996-98) with increased EBIT and reduced DSO
- Received compliance award from California Highway Patrol
- Certified as a facilitator of TQM from Zenger Miller (an Achieve Global company)

Facility Manager

Responsible for management and development of a Part B permitted hazardous waste storage facility. Responsibilities include: Environmental health and safety, community and regulatory agency relations, regulatory compliance and re-design to enhance compliance and reduce costs, staffing, P&L, sales, permit writing, emergency preparedness and emergency response, training, audits, and technical support to the facility and clients.

Accomplishments include:

- Increased EH&S compliance with permit modifications/reductions
- Re-engineering to improve efficiencies, with system enhancements enabled a 25% reduction in staff
- Increased facility container throughput volumes 60% in 12 months
- Reduced OSHA reportable accidents 100% in 12 months
- Improved City and State relationships with the regulatory agencies
- Assisted the County with Storm water permit compliance education
- Exceeded company EH&S compliance goals with no violations

Field Services Manager

Responsible for management of customer environmental projects: includes environmental health and safety. General management of branch operations and administration - entrusted with branch profitability and Strategic Process Management. Skills include: RCRA, DOT and OSHA implementation to hundreds of clients, staffing, company health & safety, compliance, regulatory training, profiling, scheduling, budgeting and technical support for the staff and our clients.

Operations Supervisor

Managed environmental health and safety and the operations department for the company. Skills include: design and implementation of EH&S programs, training, staffing, environmental compliance for the company and clients, audits of facilities and transporters, OSHA/DOT/EPA compliance, project cost accounting, job estimates, invoices, and performance of projects with a focus of chemical properties to the regulations and the clients processes. This included lab packing, compliance training, and waste minimization.

Project Leader/Field Chemist

Integral in establishment of the company: EH&S programs (EH&S manual, IIPP etc.), procedures, revenue generation and SOP manual writing. Managed and performed all aspects of environmental hazardous materials projects including: design and implementation of ES&S programs to numerous companies, training, chemical classification for RCRA, DOT and TSDF requirements, lab packing, transportation, manifesting, disposal and regulatory support for a wide range of companies.

Nichols Institute *1987 – 1989*
Chemist

Performed and troubleshot many different radioimmunoassay tests as well as performed various QC functions for the laboratory.

EDUCATION
California State University, Long Beach
B.S. Zoology, Physiology option with great distinction
1986
Graduated

Certified trainer for TQM programs
Extensive training: Auditing, Environmental Health and Safety, Emergency Response, Strategic Process Management, TQM, budgeting, auditing, OSHA, DOT, RCRA, Title 22
40 hour OSHA hazardous waste training
Current 8 hour OSHA refresher training
OSHA Emergency Response Technician level certificate
OSHA 1910.120 site managers training

Class B Commercial Drivers License with Haz Mat endorsement
Passed Qualifying exams for California General A Engineering contractors license with Hazardous Substance Certificate

Certificates available upon request.

General Environmental Management, Inc.

DAVID TAPIA

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC.	*2003 – Present*
Environmental Recovery Technician II / Class B Driver	

Perform field activities such as handling, packaging, transporting hazardous waste, and supervising other Environmental Recovery Technicians when required.

HAZPAK ENVIRONMENTAL SERVICES, INC.

Environmental Recovery Technician I *1998 – 2003*

Perform field activities such as handling, packaging, transporting hazardous waste,

EDUCATION

High School Diploma

CERTIFICATES

40-Hour HAZWOPER
Annual 8-Hour Refresher
DOT Commercial Driver Training
Forklift
Confined Space Rescue
Fire Extinguisher
First Aid/CPR
Bloodborne Pathogens
Personal Protective Equipment Usage.

Certificates available upon request.

General Environmental Management, Inc.

LARRY FINK

EXPERIENCE

GENERAL ENVIRONMENTAL MANAGEMENT, INC. *2003 – Present*

VP, Chief Operations Officer

Oversight of operations of all GEM facilities. Responsible for all operations; including transportation, field services, environmental construction, 10-day treatment facilities and permitted RCRA facilities. Manages organization operations by directing and coordinating activities consistent with established goals, objectives, and policies. Follows direction set by Chief Executive Officer. Implements programs to ensure attainment of business plan for growth and profit. Provides direction and structure for operating units. Participation in developing policy and strategic plans. Supervises technical and operational Directors and General Managers. Responsible for overall management of operations to achieve customer satisfaction. Interpret policies, purposes, and goals of the organization for subordinates. Responsible for employees' performance reviews.

INDUSTRIAL WASTE UTILIZATION, INC.

Vice-President, General Manager *1996 – 2003*

Conducted operations and management of administration. Oversaw growth of company by acquisitions, including start up with operations of RCRA Part B facilities. Provided overall direction and guidance to the operational activities of the organization with the objective of maximizing growth and profitability; as well as day-to-day leadership and management regarding all company functions.

Laidlaw Environmental Services, Inc. *1993 –1996*

Regional Operations & Sales Manager

Directed daily operations for assigned region facility and implemented marketing and sales techniques for acquisition of new services. Oversight of all sales personnel. Accountable for achieving agreed on sales revenue and volume goals in the assigned region while developing new and maintaining existing market opportunities and controlling selling costs.

DISPOSAL CONTROL SERVICES INC. (DCS) *1984 – 1993*

Executive Vice President

Responsible for building a small independent service provider into a strong regional firm that includes eleven operating locations and integrated a TSDF network; prepared company for acquisition by a national firm. Strategic planning and execution to enhance profitability, productivity, and efficiency throughout the company's operations. Participation in developing policy and strategic plans. Supervises technical and operational Directors and General Managers. Responsible for overall management to achieve customer satisfaction. Interpret policies, purposes, and goals of the organization for subordinates. Responsible for employees' performance reviews.

CHEMICAL WASTE MANAGEMENT, INC. *1979 – 1984*

District/Regional Sales Management

Western Regional Project Manager
ENRAC Remediation Group

Sales Management: implemented marketing and sales techniques for acquisition of new services. Accountable for achieving agreed on sales revenue and volume goals in the assigned region while developing new and maintaining existing market opportunities and controlling selling costs. Met or exceeded sales objectives of the assigned territory by promoting and selling through professional sales techniques and long-term customer relationships.

Project Management: Plan, schedule, manage, and track remediation activities. Coordinate the activities of project teams to produce consolidated project plans for efficiency. Effectively communicate complex technical issues and solutions to customer. Show thought leadership for improving the overall system goals of stability, performance, and availability of remediation services. Prepare formal client communications documents such as reports, project plans, status updates, manifests, etc.

EDUCATION

CALIFORNIA STATE UNIVERSITY, FULLERTON CALIFORNIA
Year: 1974
Bachelor of Science, Major: Business Administration

Certificates available upon request.

Client#: 36836 GENERAENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/22/2006

PRODUCER
Armstrong/Robitaille Full 1010
680 Langsdorf Drive #100
P.O. Box 34009
Fullerton, CA 92834-9409

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

INSURED
General Environmental Management, Inc.
3191 Temple Ave., Suite 250
Pomona, CA 91768

INSURERS AFFORDING COVERAGE

INSURER A: American Int'l Specialty Lines Ins
INSURER B: Commerce and Industry Insurance Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	PROP1402738	02/15/2006	02/15/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS MCS-90 Applies	CA1955009 Including: Sudden & Accidental Pollution	02/15/2006	02/15/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	PROU0791188	02/15/2006	02/15/2007	EACH OCCURRENCE AGGREGATE	$20,000,000 $20,000,000 $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	OTHER Professional Liab	PROP1402738 Claims Made Form	02/15/06	02/15/07	$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
A) Pollution Legal Liability PLS1440868 9/15/2005 - 6/21/2006 Limit $1,000,000 each Incident / Aggregate.
"PROOF OF COVERAGE ONLY"

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

EVIDENCE OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James B. Hudson

V. PROPOSER'S CERTIFICATION (FORM P-5)

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer General Environmental Management, Inc. (GEM), the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Exec. VP - Chief Sales & Marketing Officer	John Beale
Title	Name
J Beale	March 26, 2007
Signature	Date

The difference between solid and braided wire is as follows: **Solid wire** is a single, complete strand of wire that is not known for its durability. For this reason, solid wires should only be used for permanent connections, or those that will not be handled often. **Braided wires** consist of several strands of wire wrapped together to provide greater strength and flexibility. With these characteristics, braided wires are recommended for use with temporary connections. Additionally, the National Fire Protection Association, in NFPA 77, states that either insulated or uninsulated cables can be used. **Insulated cable**s are those with a protective rubber coating that completely encompasses the wire. **Uninsulated cables**, which have no coating, allow for quick, easy inspection. Insulated cables should frequently be checked for continuity. The minimum size (gauge) of the cables is determined by strength and durability rather than current-carrying capabilities.

Commonly Asked Questions

Q. ***Where do I bond and ground a polyethylene safety can?***

A. Most manufacturers of polyethylene safety cans will include a grounding lug for the connection of bonding and grounding cables.

Q. ***Do safety cabinets have to come with a grounding lug?***

A. Safety cabinets are not required by federal regulations to have a grounding point; however, in order for that cabinet to receive Factory Mutual (FM) approval, it needs to be equipped with one.

Q. ***Is it acceptable to hold the nozzle of the dispensing container in contact with the opening of the receiving container rather than attaching a bonding wire?***

A. No, this is not an acceptable practice because it is difficult to maintain an electrical bond between these two items. Bonding wires should be used.

Sources for More Information

29 CFR 1910.106

National Fire Protection Association, NFPA 77, Recommended Practice of Static Electricity

Uniform Fire Code, UFC Div. VIII Sec. 79.803

Information Supplied from Lab Safety Document Number 255

17.6 Pouring and consolidation can create small splashes or spills and drips which must be cleaned up and managed. All projects that involve consolidation, unless unsafe to do so, require visqueen to be placed on the ground in the area of the consolidation.

17.6.1 Additionally, all drains in the area where material could spill into, must be sealed off, covered and taped with visqueen or surrounded with spill socks or absorbent.

17.6.2 Additionally, if there is risk of material ending up on the outside of the drum, the drum must either be protected (i.e. shrink wrap) or will need to be decontaminated prior to transportation.

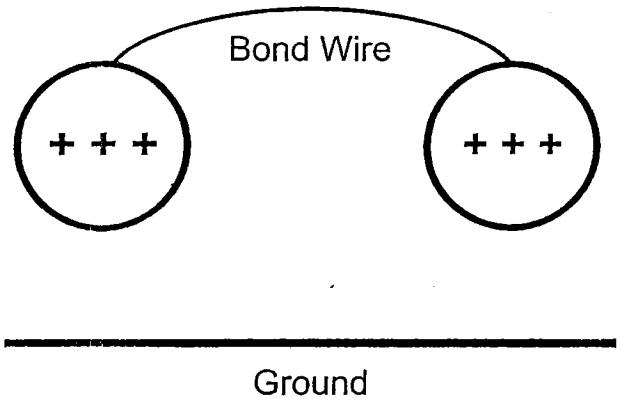
17.7 During consolidation activities, chemical exposure and chemical vapor travel occurs. Personnel not wearing the proper PPE must be kept out the area. Additionally, the area in which consolidation is occurring must be inspected and paths of vapor travel determined. If there is any risk due to vapors to others, the environment or due to fire, the consolidation is not to occur until a safe area can be established. Risks such as staff exposure, low places for vapors to settle, ventilation systems, hot work and electrical hazards must be evaluated.

Attachments

Bonding and Grounding Fact Sheet via Lab Safety
OSHA Office of Training and Education, key slides on Bonding/Grounding

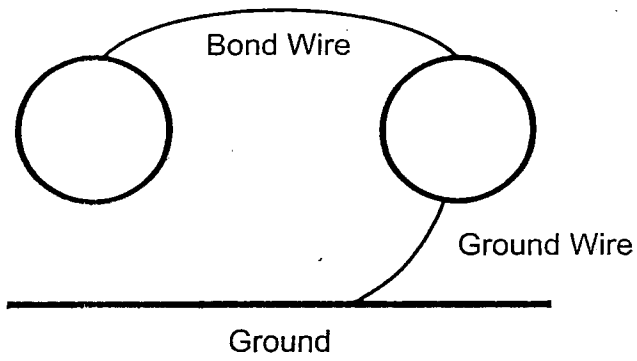
Bonding

- Physically connect two conductive objects together with a bond wire to eliminate a difference in static charge potential between them
- Must provide a bond wire between containers during flammable liquid filling operations, unless a metallic path between them is otherwise present



Grounding

- Eliminates a difference in static charge potential between conductive objects and ground
- Although bonding will eliminate a difference in potential between objects, it will not eliminate a difference in potential between these objects and earth unless one of the objects is connected to earth with a ground wire



Transferring Flammable Liquids

Since there is a sizeable risk whenever flammable liquids are handled, OSHA allows only four methods for transferring these materials:

1. Through a closed piping system
2. From safety cans
3. By gravity through an approved self-closing safety faucet
4. By means of a safety pump

Safe Handling Fundamentals

- Carefully read the manufacturer's label on the flammable liquid container before storing or using it
- Practice good housekeeping in flammable liquid storage areas
- Clean up spills immediately, then place the cleanup rags in a covered metal container
- Only use approved metal safety containers or original manufacturer's container to store flammable liquids
- Keep the containers closed when not in use and store away from exits or passageways
- Use flammable liquids only where there is plenty of ventilation
- Keep flammable liquids away from ignition sources such as open flames, sparks, smoking, cutting, welding, etc.

IX.3 GEM LAB PACKING

20. LAB PACKING

20.1 Definitions

This section specifies how lab pack projects are to be performed. "Loose Packing:" will be included in this section; however, the EPA alternative treatment standards and 49 CFR 173.12 exemptions do not apply to loose packs.

20.1.1 EPA Definition of a lab pack: EPA allows alternative treatment of incineration for non-Appendix IV lab pack materials. The following Appendix IV materials must be packaged separately based upon DOT and treatment method: D009, F019, K003-K006, D062, K071, K100, K106, P010, P011, P012, P076, P078, U134, U151.

20.1.2 DOT Definition of a lab pack: 49 CFR 173.12:

20.1.2.1Class 3, 4.1, 4.2, 4.3, 5.1, 6.1, 8, 9 (except any PIH, a 6.1 PGI material, a 4.2 PG I material, chloric acid and oleum).

20.1.2.2 Must be packed in a UN 1A2, 1B2, 1D, 1G or 1H2 drum rated at least PG III.

20.1.2.3 Inner packages must be glass <=1 gallon or metal or plastic not >5.3 gallons.

20.1.2.4 Must be 1 hazard class and compatible.

20.1.2.5 Packaged with enough absorbent to absorb all free liquids.

20.1.2.6 Gross weight 452 lbs.

20.1.2.7 Transported by Highway only.

20.1.3 Loose Pack: Loose packs are similar compatible items of one hazard class packaged in a drum with no or limited absorbent and no specific inventory. No DOT relief (from 173.12) so DOT shipping names, containers etc. must meet as if the material was consolidated into the drum. Only one EPA treatment method can be placed into a container, and all codes must be identified. Certain items are not acceptable for loose pack.

20.2 Profiles are required for lab packs. For GEM LLC, one lab pack profile per address per EPA ID number is all that is required. The profile is acceptable for most appendix IV, non appendix IV and DOT 173.12 items. Cylinders and aerosols, mercury

and loose packs are all required to have their own profiles.

20.3 LDR's are required for lab packs. The GEM Lab Pack LDR is acceptable for all lab packs that are not appendix IV. All appendix IV lab packs must be placed on a regular LDR form and every code identified on the LDR. All loose packs are required to use a regular LDR, and all codes must be listed on the LDR. Additionally, all containers can only contain 1 treatment method. Thus, a non-appendix IV lab pack, can use the treatment of incineration, but each appendix IV item, and all loose packs, must be packaged so that in addition to meeting disposal site and DOT parameters, can only contain one treatment method per outer container.

20.4 General how to pack:

20.4.1 Minimum PPE required includes level D, Tyvek suit or equivalent, safety glasses, two pair of nitrile gloves, long pants, steel toed boots.

20.4.2 Determine characteristics and chemical/toxic properties of each waste container

20.4.3 Determine hazard class –check 172.101

20.4.4 Is it Regulated by EPA or State?

20.4.5 Look up characteristics in reference sources to determine compatibilities

20.4.6 Segregate chemicals into compatible groups, based on hazard class and EPA segregation

20.4.7 Choose container size based upon your group

20.4.8 Assign every outer container a unique drum number

20.4.9 Write every chemical on inventory sheet, and every lab pack outer container needs an inventory sheet. If multiple sheets, list page numbers.

20.4.10 Utilize a master list to keep track of drum numbers and what has been packaged.

20.5 Packaging

20.5.1 Use enough compatible absorbent to absorb all free liquid.

20.5.2 Place several inches absorbent on bottom and between layers/bottles

20.5.3 Must be packed in a UN 1A2, 1B2, 1D, 1G or 1H2 drum rated at least PG III

20.5.4 Inner packages must be glass <=1 gallon or metal or plastic not >5.3 gallons

20.5.5 Gross weight maximum of 452 lbs

20.6 Marking and Labeling Lab Packs

20.6.1 Put Unique Number on drums

20.6.2 Put inventory sheet in holder on drum

20.6.3 This end up markings, on liquid lab packs, required on **two** opposite sides

20.6.4 Must be labeled and marked as per DOT and EPA/State required markings

20.6.5 Each container needs to list manifest and line number

20.7 Manifesting: Must attach inventory sheets to the manifest. Must have the LDR signed as alternative treatment for lab packs is a certification.. Also best if container number listed in section J or 15 on manifest.

20.8 Shipping: Lab Packs can be transported by highway only. Segregation requirements in 49 CFR and with any exemptions being utilized must be followed. All protocols for segregation must be followed.

20.9 GEM LLC Lab Pack Protocol.

RANCHO CORDOVA LAB PACK GUIDELINES

April 2005

11855 White Rock Road
Rancho Cordova, CA 95742
(916) 351-0980

Lab Pack Definitions

DOT – 173.12-

23.5.2Class 3, 4.1, 4.2, 4.3, 5.1, 6.1, 8, 9 (except any PIH, a 6.1 PGI material, a 4.2 PG I material, chloric acid and oleum).
23.5.3Must be packed in a UN 1A2, 1B2, 1D, 1G or 1H2 drum rated at least PG III.
23.5.4Inner packages must be glass <=1 gallon or metal or plastic not >5.3 gallons.
23.5.5Must be 1 hazard class and compatible.
23.5.6Packaged with enough absorbent to absorb all free liquids.
23.5.7Gross weight 452 lbs.
23.5.8Transported by highway only.

EPA- Appendix IV to Part 268 (40CFR)-Wastes excluded from Lab Packs under the Alternative Treatment Standards of 268.42C. Hazardous wastes with the following EPA Hazardous Waste Codes may not be placed in lab packs under the alternative lab pack treatment standards: D009, F019, K003-K006, D062, K071, K100, K106, P010, P011, P012, P076, P078, U134, U151.

Loose Pack-A loose pack is: compatible, one hazard class, similar material packaged together in a drum without absorbent. An example includes packaging of flammable paints in a drum. This does not qualify for any relief from regulations without a DOT-exemption (which GEM has for paint related material loose packs). Thus, all DOT packaging, shipping name and container requirements apply. Any DOT-E utilized will also have specific requirements that must be followed. There are not any EPA treatment alternative standards for this material. All RCRA codes need to be included and the drum treated to meet all the treatment methods for the material in a drum. Thus, multiple RCRA codes in a loosepack must have the same treatment method.

Packaging

Absorbent

All lab packs must have enough absorbent to absorb all free liquids,

and protect containers from being damaged during shipment. 3-5" of absorbent should be placed in the bottom of the container prior to placement of any containers. Each layer of containers needs to have absorbent between bottles and 2-3" between layers. The top should be covered by at least 4" of absorbent.

Vermiculite is the preferred absorbent, however, bentonite (oilsorb) is also acceptable. Sawdust or cornhusk is to be utilized with prior permission from the facility manager only and can never be utilized with oxidizers or mineral acids.

Outer Containers-As per DOT, lab packs require a UN 1A2, 1B2, 1D, 1G or 1H2 container. Any material not meeting the definition of a DOT lab pack above must be packaged either in a DOT-E container, utilizing a DOT-E or per the packaging guidelines required for the item listed in the 172.101 table.

Quantity of Material Packaged-The rule of liquids/absorbent is a maximum of 40% of the container size in liquid volume and the rest absorbent (i.e. 20 gallons in a 55 gallon drum, 2 gallons in a 5 gallon pail).

Inner containers-Must be non-leaking, upright with lids on. All material in the lab pack must be containerized.

Cylinders and Aerosols- are not lab packs and need to be submitted on their own profile.

Reactive Chemicals-

If reactive and non-reactives are packaged together in a drum, the drum will be priced as reactive.

If reactive and non-reactive chemicals are packaged together, they must be compatible (i.e. no water reactive acids with mineral acids or materials containing water)
All chemicals with a D003 will be priced as reactive.
All self-reactive compounds materials will be considered reactive.
The Rancho Cordova Facility cannot accept any explosive, class 1 material.
Sodium Azide will be priced as reactive.
All organic peroxides (5.2) will be priced as reactive, and must be packaged as per DOT. They do not comply with the relief from 173.12 discussed above. No explosive subsidiary or temperature controlled.
All pyrophorics (4.2 PG I) and 4.3 materials will be priced as reactive.

Chemical Segregation Details

Only 1 treatment method per lab pack container.

Appendix IV materials do not meet alternative lab pack treatment methods (incineration) and must be segregated by DOT and treatment method.
Asbestos-cannot be incinerated and would need to be packaged separately. All tars and mastic are assumed to contain asbestos unless noted on the inventory sheet.
Mineral acids (i.e. Hydrochloric, phosphoric, sulfuric) must be packaged separately from organic acids and all organic material. Nitric Acid stronger than 50% is to be packaged by itself. Perchloric acid is to be packaged by itself. Hydrofluoric acid if U134 must be packaged by itself. All oxidizing and fuming acids must be packaged by themselves.
Water reactive acids such as aluminum chloride must be packaged with only pure water reactive acids or other solid material, no aqueous materials.
Mercury-Metallic mercury can be packaged with thermometers and other material containing metallic mercury. Screw top lid 5-gallon pails are not recommended for metallic mercury.
Mercury compounds must be packaged per DOT (hazard class and compatible) and not with any other material.
Organic and inorganic mercury must be packaged separately.
High mercury (>260ppm) must be packed separately from low mercury.
Arsenic Trioxide and other P listed material that is an appendix IV must be packaged separately.
Hydrogen Peroxide must be packaged separately from other oxidizers.
Nitrates and Chromates are to be packaged separately from other oxidizers, but can be packaged together if compatible (excludes Mercury nitrate and any mercury compounds)
Organic Oxidizers (i.e. trichloro-s-triazinetrione) need to be packaged separately.
Hypochlorites-pack separate from other oxidizers or corrosives.
Mercaptan's and Thiol's must be double bagged before being packaged.
Ethers, THF and related strong **peroxide** formers, if over 1 year past expiration date, must be tested for peroxides and results noted on inventory sheet. If peroxides are present, the material is not to be shipped until stabilized.
All **batteries** must be packaged as to prevent short circuit. Law requires lithium batteries be packaged as to prevent short circuit.
If a **solvent** is not spent, and an F code does not apply, note that on the inventory sheet.
Poison Inhalation hazards must be packaged as per DOT.
Sharps, if not biological, are acceptable as long as the inventory calls them out as not infectious and they must be in a sharps container or ridged, leak proof, puncture proof container such as a 5 gallon poly bucket. No containers >30 gallons and no metal containers allowed for sharps.
Unknowns must be properly characterized as per the attached sheet. They must be numbered, and have the following tests run: pH, flash point,

oxidizer, sulfide, cyanide, peroxide, physical state, water solubility. If a material exhibits no characteristics, it is to be shipped as a toxic PG III. If the material is a suspected pesticide or herbicide, it will not be accepted as an unknown. Unknowns need to be packaged separately as per hazard class.
Trade name products-all trade name products must list key chemical constituents, and or purpose and physical properties. If a trade name product is not known, and the physical properties cannot be determined, it is to be tested and treated as an unknown.
All **universal waste** is to be properly packaged and labeled as per DOT if material is DOT regulated.
Lab packs containing incompatible material or multiple hazard classes will receive a $100.00 repack surcharge.

Inventory Sheets/Approvals

A GEM waste profile must be completed for each site address and EPA ID number. The approval number is to be entered on the manifest in section J or 15.
GEM or equivalent drum inventory sheets must be submitted for evaluation and approval for each lab pack shipment.
Inventory sheets must be attached to the manifest during shipment.
LDR's are required.
Lab packs are approved and priced based upon the lab pack inventory sheet for each container.
All RCRA and State codes must be listed on the inventory sheet.
Each container must be assigned a unique drum number.
The sheets and customer profile are to be faxed to: GEM approvals at 909-385-0382 or 916-313-3211.
Approvals questions: Javier Manzano-562-572-2936

Labeling/Marking

DOT-All drums must be labeled and marked as per 49 CFR
EPA-All drums must be marked as per EPA
Copy of inventory sheet is to be placed on each drum in a packing slip holder
Container number is to be marked on the drum with a durable large marking pen
Container profile number (if known) is to be marked on the drum
Manifest number, may be marked on the label.

Manifesting

The manifest is to list the TSDF as:

GEM Rancho Cordova, LLC
11855 White Rock Road
Rancho Cordova, CA 95742
916-351-0980

CAD980884183

Unacceptable Material

Biohazardous material-including any red biohazardous bagged material.
Radioactive material
Explosive as classified by DOT, including subsidiary explosives
Shock sensitive material
Temperature controlled organic peroxides .
Temperature controlled self reactive material
Material with a RCRA code unacceptable by permit (see attached list of approved codes)
DOT forbidden materials
DEA controlled substances
Pentachlorophenol and dioxin precursors
Unstabilized peroxide forming solvents, containing peroxides

Corrosive Lab Packs-special pricing-additional restrictions

Inorganics- only for treatment
No solids-unless Non-RCRA
No reactives
No ammonia
No organic contamination allowed
No fuming acids
No oxidizing acids
No nitric >50%
No perchloric acids
No water reactive acids
No sulfamic acids
No PIH materials

Flammable Lab Packs-special pricing-additional restrictions

Fuels blending must be an acceptable treatment method for each RCRA code.
Must be pourable
Only solvents/alcohols/paints
No odoriferous materials
No Thiols
No Mercaptian
No Pyridine
No peroxide forming solvents
No reactive material
No PIH material

Scheduling and Delivery to GEM Rancho Cordova LLC:

Call Brandon Todd at (800) 326-1011 x 203 to set up a date/time of delivery

Fax copies of all manifests to Brandon at (916) 290-0342. Please make sure that all information in shaded areas of the manifest (i.e. approval numbers, container sizes, waste codes) is included and legible on the copies. This information must be received no later than 24-hours prior to the desired delivery time. GEM – Rancho Cordova Load order forms (available by fax or email) in conjunction with the manifest copies are helpful, but not required as long as the manifest contains the aforementioned information.
A load confirmation number will then be issued to signify that all scheduling information has been received, and the load is scheduled for delivery.
Deliver the load on your scheduled date and time to:

GEM Rancho Cordova LLC
11855 White Rock Road
Rancho, Cordova, CA 95742
(916) 351-0980
CAD980884183

Please have your driver check-in to the office and deliver the complete paperwork for the load (manifests, LDR's). All drivers delivering to GEM facilities must be equipped and wear Level D PPE (long sleeve work clothes), hardhat, safety glasses, and steel-toe safety shoes or boots. After the paperwork has been reviewed a GEM representative will direct the driver to proceed to the unloading area.
GEM will make every attempt to receive and unload your trucks as fast as proper handling and safety will allow.

20.10 Reference Material: It is recommended that all Project Managers and anyone who is anticipated to perform functions of a lab pack chemist carry the following reference material

20.10.1 Chemical Condensed Dictionary

20.10.2 Merck Handbook

20.10.3 Aldrich chemical catalog

20.10.4 NIOSH guide

20.10.5 Gemware printed sheets as a guide only

20.10.6 Optional includes: Farm Chemical Handbook, SAX's, Sigma.

20.11 Material with special needs/restrictions

20.11.1 Dioxin pre-cursors and dioxin containing waste (polychlorinated phenoxy compounds). No outlet at this time for these compounds and they are not to be shipped without special technical approval.

- Common names include:
  - Pentachlorophenol
  - 2,4,5 T
  - Silvex
  - Selected wood treatments

Actual Dioxins:

- Heptachlorodibenzofuran
- Hexachlorodibenzofuran
- Hexachlorodibenzo-p-dioxin
- Heptachlorodibenzo-p-dioxin
- Octachlorodibenzofuran
- Octachlorodibenzo-p-dioxin
- Pentachlorodibenzofuran
- Pentachlorodibenzo-p-dioxin
- Tetrachlrodibenzofuran
- Tetrachlrodibenzo-p-dioxin

20.11.2 Polychlorinated biphenyls (PCB's). PCB material must go on it's own profile. If the origin is >50 ppm, the PCB's are regulated by TSCA (even if currently less than 50 ppm). They must be manifested in KG, must have out of service date, and have a unique drum number. Special PCB Marking is required. Customer needs to specify treatment method if multiple options.

20.11.3 Mercury and compounds. Mercury (D009, U151) is an appendix IV compound, and thus does not meet the EPA definition of a lab pack. Mercury and compounds are to be on their own separate profiles. Mercury compounds must have an inventory sheet. Mercury lamps can be shipped as universal waste. LDR's require a distinction between high and low mercury (> or< 260 ppm) and if organic or inorganic. Different treatment methods apply. Thus, organic and inorganic mercury compounds and metallic mercury must all be packaged separately.

20.11.4 Radioactive Material. GEM is not able to transport or accept at GEM LLC any radioactive compound or material containing radiation. GEM has subcontractors that can be used for radioactive material. If shipping virgin (non Radioactive) scintillation cocktail, it must be noted as such on the inventory sheet, otherwise it will be assumed to be radioactive. Common radioactive lab pack compounds that we **do not take** includes: Thorium Acetate, Thorium Nitrate, Uranyl Acetate, Uranyl Nitrate.

20.11.5 Reactive Chemicals. Reactive chemicals, in addition to needing extra care, must be packaged only with other compatible reactives of the same hazard class and treatment method. There are numerous reactive chemical families, however, Organic Peroxides are a common reactive that must have special attention in terms of packaging and picking the proper shipping name.

20.11.5.1 Organic Peroxides must be packaged by themselves as per 49 CFR 173.225. Only the same chemical in the same concentration range can be packaged together. They do not qualify under the DOT lab pack 173.12. All are packing group II. Technical names and concentrations must be listed in the Proper Shipping Description. Refrigerated OP's must be shipped only with specific technical approval and in the appropriate truck. If the SADT is <140 F, most likely refrigeration is required. Organic Peroxides with a subsidiary explosive cannot be shipped by or too GEM.

20.11.5.2 Common Organic Peroxides include:

- Dibenzoyl Peroxide (Benzoyl peroxide)
- MEK peroxide
- Cumyl hydroperoxide
- Peracetic acid
- Luperco brand
- Luperox
- Cadox
- Espercarb
- Lupersol
- Trigonox

Self Reactive Compounds can only be shipped with special technical approval, and in special vehicles. Typically GEM will contract a firm to handle these materials.

Self reactive compounds are listed in 173.224. They are: Azo, diazonium and dinitroso compounds.

Attachments

Project Master List
Lab Pack Training Outlines/EPA Handouts
Change Order Form

IX.4 GEM TRANSPORTING HAZARDOUS MATERIAL

General Environmental Management, Inc.

GEM Driver Training Overview

GEM hires commercial drivers that are a minimum of 25 years old and have 5 years of driving experience. Additional qualifications of GEM drivers can be found in the GEM Operations Manual, Section 9.

GEM has put together a group of training modules designed to meet our driver's needs.

Hazardous Materials: GEM has developed a detailed DOT Hazardous Material Training Module, and it consists of PowerPoint's, Handouts, Exams and Practices and Video. This training covers details of: Proper Shipping Descriptions, Packaging, Labeling, Marking, Loading, Segregation, Placarding and Transportation of Hazardous Materials. In addition to the GEM developed training, GEM also supplements the training with materials from the Pipeline and Hazardous Materials Safety Administration. The training is performed in compliance with DOT and includes handouts, practice, PowerPoint's, final exam and an experienced instructor. The class is very interactive and modified to meet specific requirements and customer/driver issues.

FMCSR: GEM has two different training sessions concerning the Federal Motor Carrier Safety Regulations. The first involves general training and overview of the FMCSR, section 390-399, and review basic driving, drivers and vehicle requirements. Additionally, specific hazardous materials requirements are reviewed. The other training session involves detailed specifics of the FMCSR related to vehicle inspections, driver's logs, hours of service, driver's qualification files and paperwork related to daily operation of vehicles. This session is very hands on and involves completion of the forms by the drivers.

General Driving: GEM is also beginning a basic driver's safety program in 2007. Training materials will consist of handouts and videos. The following videos can be viewed at http://www.lni.wa.gov/Safety/TrainTools/Videos/Online/default.asp and will include topics such as: "Drivers Alert: Over the counter and Prescription medications and impaired driving", "Road Rage", Drowsy Driving", "Safe Driving, a State of Mind" and other safe driving topics as they become available.

General: GEM also has several sections of our Operations Manual which involve drivers and various driving situations that are covered in other training programs. Handling of incidents while driving is one example.

Choice Point: GEM utilizes Choice Point, a national provider of Drivers Qualifications Files, to manage our driver's qualification files and random drug program. In addition to each office keeping each drivers file, Choice Point keeps a copy that is available to selected GEM management via the internet. Additionally, Choice Point sends out reminders and updates as to what is needed for each file to keep the driver in full compliance.

12.0 TRANSPORTING HAZARDOUS MATERIAL

GEM personnel shall transport hazardous material in compliance with the requirements of the Department of Transportation as set forth in 49 CFR.

Prior to the transportation of any hazardous material it must be:

A. Identified
B. Named (i.e. classified)
C. Documented
D. Packaged
E. Labeled and Marked
F. The Package Loaded, Braced, and Placarded as required.

12.1. TRANSPORTING HAZARDOUS WASTE

All wastes shall be documented utilizing the appropriate Uniform Hazardous Waste Manifest or Bill of Lading as required.

12.2 CONTINGENCY PLAN FOR TRANSPORTATION INCIDENTS

This Contingency Plan will be utilized by GEM drivers in the case of a vehicle accident or an accidental spill while transporting hazardous waste.

All spills, both major and minor, of hazardous materials are considered of equal importance and will be handled in a similar format.

GEM personnel must transport hazardous material in compliance with the requirements of the Department of Transportation as set forth in 49 CFR.

12.3 DETERMINATION OF HAZARDOUS MATERIAL

Determination as to whether or not a material (waste or sample) is regulated by the DOT shall be made based upon an analysis of the material or known properties utilizing various reference sources.

12.4 DOCUMENTATION

All wastes shall be documented by utilizing the appropriate Uniform Hazardous Waste Manifest as required in 40 CFR Part 262 Subpart C and in 49 CFR 172.205.

Regulated hazardous materials documentation shall utilize a Bill of Lading filled out completely as per 49 CFR 172 Subpart C.

12.5 STANDARDS

Hazardous material to be transported shall meet the following standards.

A. They shall be correctly identified.

B. They shall be correctly classified.

C. They shall be correctly packaged.

D. The packaged material shall be correctly labeled and marked.

E. Trucks shall be correctly loaded and placarded.

12.6 VEHICLE LOADING

Loading of trucks will be accomplished so as to minimize risk in an accident. Drums of incompatible material will not be loaded next to each other. Compatibility is addressed in 49 CFR and may also be included in specific DOT exemptions. Drums will be placed snugly against each other and braced with a brace bar or other commercial bracing system to prevent shifting during travel. Double stacking of 55 gallon drums is not permitted unless specific approval is received from the disposal site and the GEM Operations Manager. Whenever the drums are double stacked, the top stack of drums will be banded and palletized or strongly braced. The top stack of drums must be placed on a pallet, rather than directly placed on other drums. The drums on the bottom row must be strong enough to handle the weight of the drums being stacked on top. Additionally, the drums on the bottom row must be of the same height. A schematic drawing will diagram the position of the lower lever of drums. Five gallon pails will be banded and palletized when there is sufficient quantity to permit this action. If the five gallon pails cannot be banded, they will be tightly braced. Weight restrictions based upon the type of truck being loaded will be calculated and the total estimated weight noted.

Placards will appear on all four sides of the truck, as required by 49 CFR Part 172.500.

12.7 GENERAL

In the event of a discharge of hazardous waste during transportation, the

driver must take appropriate, immediate action to protect human health and the environment (e.g. notify local authorities, dike the discharge area).

If a discharge of hazardous waste occurs during transportation and an official (State, Local Government, or Federal Agency) acting within the scope of his official responsibilities determines that immediate removal of the waste is necessary to protect human health or the environment.

12.8 REPORTING

12.8.1 The driver who has:

1) Had an unintentional discharged hazardous waste or material must Report an incident if Any hazardous waste is released

2) An undeclared shipment with no release is discovered

3) A bulk packaging received structural damage, even with no release

12.9 IMMEDIATE NOTIFICATION to NRC: 1-800-424-8802

Transportation activities include; loading, unloading and temporary storage:

As a direct result of hazardous materials:

Someone is killed
Person obtains injury requiring admittance to a hospital
General public is evacuated for 1 hour or more
A major transportation artery or facility is closed for 1 hour or more
Operational flight pattern for aircraft is altered
Radioactive release suspected
Infectious substance release suspected
A marine pollutant >119 gallons or >882 lbs is released
Continuing danger
An RQ release occurs

Written follow up report also required within 30 days

12.10 CLEAN UP

The driver must cleanup any hazardous waste discharge in such a manner where as the physical limits of contamination are defined and all contaminated material within these established boundaries is removed and

disposed of properly. The methods of establishing these boundaries should include, but not be limited to, soil borings, surface samples and water samples. All sample locations shall be plotted on a grid, from reference, and the samples should be sent immediately to a certified laboratory for analysis.

The process of sampling, plotting and analysis shall continue throughout the excavation, or until all samples taken are within acceptable limits of background samples. The laboratory analysis shall be the only determining factor as to when the site shall be deemed harmless. Only at this time shall GEM request approval of the site by the appropriate Federal, State or Local authorities as being safe.

12.11 EMERGENCY PROCEDURES

A. Stop and secure vehicle

B. The driver shall retrieve all paperwork relating to the load. Paperwork relating to the materials being transported is to be kept within arm's length of the driver at all times when operating the vehicle. This includes the Emergency Response Guidebook (ERG) book.

C. From a safe distance, evaluate the situation

D. Call Emergency Services (911) and GEM 1-800-326-1011

Information to give the operator:

Exact location.

Identification of waste and shipper (generator).

Weather conditions.

Neighboring surroundings.

Amount and rate of spill.

Information from the manifest.

Information on injuries etc.

E. If the driver can do so without endangering himself/herself he will

remove safety equipment from the truck.

F. Establish a perimeter.

G. Place warning triangles configured as required by 49CFR.

H. Check for injured.

I. Begin first aid procedures.

J. GEM personnel's response to a fire shall be limited to small fires only and clean-up of fire residue once the fire is completely out.

K. The fire will be fought with the appropriate fire extinguishers.

L. Personnel must wear proper respiratory and protective clothing.

M. All materials that support combustion, will be removed from the area., If this is safe and practical to do.

N. If a fire, all other drums will be hosed down with water to keep them cool, if it is safe and practical to do so.

Emergency Telephone Numbers

Chemtrec.....(800) 424-9300
D.O.T.....(800) 424-8802
National Emergency Response Center.....(800) 424-8802
USEPA Region IX.....(415) 974-8131

O. Review the Emergency Response Guide Book (ERG) to determine proper action to take. The Manifest must list the correct page number to reference the spilled material in the ERG book.

P. Prevent leaking liquids from draining onto the highway or into sewers and streams by damming or digging a drainage trench, if it is safe to do so.

Q. Collect the names and addresses of witnesses.

R. If another driver or drivers were involved, get names, driver's license numbers and insurance carriers. Give GEM information to the other drivers.

S. The driver will record all pertinent information concerning the incident as soon after the incident as he is able to do so. The driver need only record the facts on plain paper, GEM forms can be completed away from the scene at a later time.

T. Review the accident with the police and other agencies involved.

Tell how the accident happened.

Never admit responsibility for the accident.

Do not sign any statements.

U. As soon as it is safe and the police permit, clear the scene.

V. As soon as the driver returns to GEM you must make a verbal report to the Operations Manager or General Manager and complete GEM report forms.

Attachments

Vehicle Incident Flow Chart

GEM Incident Report

DOT Hazardous Materials Incident Report

GEM INCIDENT REPORT FORM

INCIDENT TYPE-CHECK ALL THAT APPLY

_____Injury/Illness	_____Vehicle Damage (GEM)	_____Near Miss
_____First Aid	_____Vehicle damage (Non-GEM)	_____Fire
_____OSHA Recordable	_____Property Damage (GEM)	_____Spill/Release
_____Restricted Duty	_____Property Damage (Non-GEM)	_____RQ_____Non-RQ
_____Lost Time	_____Third Party Involvement	_____Other

GENERAL

Incident Date: _____ Time: _____ AM _____ PM _____

Specific Location of incident: _____

Street _____ City _____ Zip _____

Witnesses and Telephone #

_____

_____

EMPLOYEE INFORMATION

Name: _____ Job Title: _____ GEM Employee: Yes ___ No ___

Social Security Number: _____ Age: _____ Sex: _____M_____F

Job Experience: _____ GEM Experience (yrs/months): _____

GEM Office Address: _____ Home Telephone Number: _____

_____

DESCRIBE IN DETAIL WHAT HAPPENED

_____

_____

_____

_____

_____

_____

_____

_____

Part(s) of Body Affected?

_____

Personal protective equipment was being worn?

_____

CAUSE OF INCIDENT?

Leading Factor:

_____

Secondary Factor:

_____

Other Factors:

_____

Was a code of Safe Practices Violated?_____ If yes, which codes?

_____

Was the unsafe condition or action corrected or tagged out of service immediately?_____, If no, then what has been done to ensure correction?

_____

_____

INVOLVED NON-GEM INDIVIDUALS

Name:_____ Address:_____
Phone:_____
Street City Zip

Name:_____ Address:_____
Phone:_____
Street City Zip

INJURY/ILLNESS INFORMATION

Extent of Injury or Illness:_____

Body part affected:_____ Injury Source:_____

First Aid Provided? Yes_____No_____ Medical Treatment Provided: Yes_____No_____Date:_____

By Whom? _____

Treatment Provided:_____

Lost Days:_____ Restricted Days_____ Claim No._____

End:____/____/_____ End:____/____/_____

SPILL/RELEASE INFORMATION

Substance Spilled or released: _____

Profile#_____ EPA/State Codes: _____

Inside Containment Area? Yes_____No_____

Describe Type of Surface on Which the Spilled Occurred. (e.g. Sealed or cracked concrete, asphalt, soil, stone, etc.)

Did Spill Reach a Waterway? Yes_____No_____ Sample Taken? Yes_____No_____

Estimated Quantity/Duration_____ Is Spill an RQ? Yes_____No_____

Response Action(s) taken:

VEHICLE AND PROPERTY DAMAGE

GEM Vehicle/ Property: Yes_____No_____ Vehicle/Property Damage:_____

Estimated Cost of Damage:_____ Vehicle Make:_____ Vehicle Model: _____

Vehicle Year:_____ Vehicle Tag:_____ State:_____

DOT Reportable? Yes_____No_____ Police Called: Yes_____No_____ Ticket Issued: Yes_____No___

If Yes, To Whom/For What Alleged Violation? _____

Investigating Officer Name:_____ Investigating Officer's I.D.#_____

Case #.:_____

Non-GEM Party Insurance Co.:_____ Policy#:_____

Number of Occupants Including Driver:_____

Description of Damage:

CORRECTIVE ACCOUNTS TO PREVENT ANOTHER OCCURRENCE

1.

2.

3.

4.

RESPONSIBILTIES FOR CORRECTIVE ACCOUNTS

ACTION	PERSON RESPONSIBLE	COMPLETION DATE
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.

REPORT PREPARATION

THIS REPORT HAS BEEN REVIEWED BY THE INDIVIDUALS BELOW AND THE INFORMATION PRESENTED IN IT IS FOUND IT TO BE AS ACCURATE AS RESONABLY POSSIBLE.

EMPLOYEE'S NAME:_____ EMPLOYEE'S SIGNATURE:_____

SUPERVISORS NAME:_____ SUPERVISORS SIGANTURE:_____

DATE OF REPORT:_____

REVIEW & SIGNATURES

HEALTH AND SAFETY SIGNATURE:_____ DATE REVIEWED:_____

OPERATIONS MANGER SIGNATURE:_____ DATE REVEIWED:_____

REGION MANAGER SIGNATURE:_____ DATE REVEIWED:_____

U.S. Department of Transportation
Pipeline and Hazardous Materials
Safety Administration

Hazardous Materials Incident Report

Form Approval OMB No. 2137-0039

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 2137-0039. The filling out of this information is mandatory and will take 96 minutes to complete.

INSTRUCTIONS: Submit this report to the Information Systems Manager, U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Office of Hazardous Materials Safety, DHM-63, Washington, D.C. 20590-0001. If space provided for any item is inadequate, use a seperate sheet of paper, identifying the entry number being completed. Copies of this form and instructions can be obtained from the Office of Hazardous Materials Website at http://hazmat.dot.gov. If you have any questions, you can contact the Hazardous Materials Information Center at 1-800-HMR-4922 (1-800-467-4922) or online at http://hazmat.dot.gov.

PART I - REPORT TYPE

1. This is to report: ☐ A) A hazardous material incident ☐ B) An undeclared shipment with no release
☐ C) A specification cargo tank 1,000 gallons or greater containing any hazardous materials that (1) received structural damage to the lading retention system or damage that requires repair to a system intended to protect the lading retention system and (2) did not have a release.

2. Indicate whether this is: ☐ An initial report ☐ A supplemental (follow-up) report ☐ Additional Pages

PART II - GENERAL INCIDENT INFORMATION

3. Date of Incident: _____ 4. Time of Incident (use 24-hour time): _____

5. Enter National Response Center Report Number (if applicable): _____

6. If you submitted a report to another Federal DOT agency, enter the agency and report number: _____

7. Location of Incident: City: _____ County: _____ State: _____ ZIP Code (if known): _____
Street Address/Mile Marker/Yardname/Airport/Body of Water/River Mile _____

8. Mode of Transportation ☐ Air ☐ Highway ☐ Rail ☐ Water

9. Transportation Phase ☐ In Transit ☐ Loading ☐ Unloading ☐ In Transit Storage

10. Carrier/Reporter
Name _____
Street _____
City _____ State _____ ZIP Code _____
Federal DOT ID Number _____ Hazmat Registration Number _____

11. Shipper/Offeror
Name _____
Street _____
City _____ State _____ ZIP Code _____
Waybill/Shipping Paper _____ Hazmat Registration Number _____

12. Origin (if different from shipper address)
Street _____
City _____ State _____ ZIP Code _____

13. Destination
Street _____
City _____ State _____ ZIP Code _____

14. Proper Shipping Name of Hazardous Material: _____

15. Technical/Trade Name: _____

16. Hazardous Class/ Division: _____

17. Identification Number: _____ (E.g. UN2764, NA 2020)

18. Packing Group: _____ (if applicable)

19. Quantity Released: _____ (Include Measurement Units)

20. Was the material shipped as a hazardous waste? ☐ Yes ☐ No If yes, provide the EPA Manifest Number: _____

21. Is this a Toxic by Inhalation (TIH) material? ☐ Yes ☐ No If yes, provide the Hazard Zone: _____

22. Was the material shipped under an Exemption, Approval, or Competent Authority Certificate? ☐ Yes ☐ No
If yes, provide the Exemption, Approval, or CA number: _____

23. Was this an undeclared hazardous materials shipment? ☐ Yes ☐ No

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PART III - PACKAGING INFORMATION

24. Check Packaging Type (check only one - if more than one, list type of packaging, copy Part III, and complete for each type:

☐ Non-bulk ☐ IBC ☐ Cargo tank Motor Vehicle (CTMV) ☐ Tank Car

☐ Cylinder ☐ RAM ☐ Portable Tank ☐ Other _____

25. See instructions and enter the appropriate failure codes found at the end of the instructions. Be sure to enter the codes from the list that corresponds to the particular packaging type checked above. Enter the number of codes as appropriate to describe the incident. Enter the most important failure point in line 1. If there are more than two failure points, provide in this format in part VI.

1. What Failed: ___ ___ ___ How Failed: ___ ___ ___ Causes of Failure: ___ ___ ___

2. What Failed: ___ ___ ___ How Failed: ___ ___ ___ Causes of Failure: ___ ___ ___

26a. Provide the packaging identification markings, if available.

Identification Markings: _____

(Examples: 1A1/Y1.4/150/92/USA/RB/93/RL, UN31H1/Y0493/USA/M9339/10800/1200, DOT - 105A - 100W (RAIL), DOT 406 (HIGHWAY), DOT 51, DOT 3-A)

26b. For Non-bulk, IBC, or non-specification packaging, if identification markings are incomplete or unavailable, see instructions and complete the following:

Single Package or Outer Packaging:

Packaging Type: _____

Material of Construction: _____

Head Type (Drums only): ☐ Removable ☐ Non - Removable

Single Package or Inner Packaging (if any):

Packaging Type: _____

Material of Construction: _____

27. Describe the package capacity and the quantity:

Single Package or Outer Packaging:

Package Capacity: _____

Amount in Package: _____

Number in Shipment: _____

Number Failed: _____

Single Package or Inner Packaging (if any):

Package Capacity: _____

Amount in Package: _____

Number in Shipment: _____

Number Failed: _____

28. Provide packaging construction and test information, as appropriate:

Manufacturer: _____ Manufacture Date: _____

Serial Number: _____ Last Test Date: _____

Material of Construction: _____ (if Tank Car, CTMV, Portable Tank, or Cylinder)

Design Pressure: _____ (if Tank Car, CTMV, Portable Tank)

Shell Thickness: _____ (if Tank Car, CTMV, Portable Tank)

Head Thickness: _____ (if Tank Car, CTMV)

Service Pressure: _____ (if Cylinder)

If valve or device failed:

Type: _____ Manufacturer: _____ (if present and legible) Model: _____ (if present and legible)

29. If the packaging is for Radioactive Materials, complete the following:

Packaging Category: ☐ Type A ☐ Type B ☐ Type C ☐ Excepted ☐ Industrial

Packaging Certification: ☐ Self Certified ☐ U.S. Certification Certification Number _____

Nuclide(s) Present: _____ Transport Index: _____

Activity: _____ Critical Safety Index: _____

PART IV - CONSEQUENCES

30. Result of Incident (check all that apply): ☐ Spillage ☐ Fire ☐ Explosion ☐ Material Entered Waterway/Storm Sewer ☐ Vapor (Gas) Dispersion ☐ Environmental Damage ☐ No Release

31. Emergency Response : The following entities responded to the incident: (Check all that apply)

☐ Fire/EMS Report # _____ ☐ Police Report # _____ ☐ In-house cleanup ☐ Other Cleanup

32. Damages: Was the total damage cost more than $500? ☐ Yes ☐ No

If yes, enter the following information: If no, go to question 33.

Material Loss: $ _____ Carrier Damage: $ _____ Property Damage: $ _____ Response Cost: $ _____ Remediation/Cleanup Cost: $ _____

(See damage definitions in the instructions)

33a. Did the hazardous material cause or contribute to a human fatality? ☐ Yes ☐ No

If yes, enter the number of fatalities resulting from the hazardous material:

Fatalities: Employees _____ Responders _____ General Public _____

33b. Were there human fatalities that did not result from the hazardous material? ☐ Yes ☐ No If yes, how many? _____

34. Did the hazardous material cause or contribute to personal injury? ☐ Yes ☐ No

If yes, enter the number of injuries resulting from the hazardous material:

Hospitalized (Admitted Only): Employees _____ Responders _____ General Public _____

Non-Hospitalized: Employees _____ Responders _____ General Public _____

(e.g.: On site first aid or Emergency Room observation and release)

35. Did the hazardous material cause or contribute to an evacuation? ☐ Yes ☐ No

If yes, provide the following information:

Total number of general public evacuated _____ Total number of employees evacuated _____ Total Evacuated _____

Duration of the evacuation _____ (hours)

36. Was a major transportation artery or facility closed? ☐ Yes ☐ No If yes, how many? _____ (hours)

37. Was the material involved in a crash or derailment? ☐ Yes ☐ No

If yes, provide the following information: Estimated speed (mph): _____ Weather conditions: _____

Vehicle overturn? ☐ Yes ☐ No

Vehicle left roadway/track? ☐ Yes ☐ No

PART V - AIR INCIDENT INFORMATION (please refer to § 175.31 to report a discrepancy for air shipments)

38. Was the shipment on a passenger aircraft? ☐ Yes ☐ No

If yes, was it tendered as cargo, or as passenger baggage?

☐ Cargo ☐ Passenger baggage

39. Where did the incident occur (if unknown, check the appropriate box for the location where the incident was discovered)?

☐ Air carrier cargo facility ☐ Sort center ☐ Baggage area

☐ By surface to/from airport ☐ During flight ☐ During loading/unloading of aircraft

40. What phase(s) had the shipment already undergone prior to the incident? (Check all that apply)

☐ Shipment had not been transported ☐ Transported by air (first flight) ☐ Transport by air (subsequent flights)

☐ Initial transport by highway to cargo facility ☐ Transfer at sort center/cargo facility

PART VI - DESCRIPTION OF EVENTS & PACKAGE FAILURE

Describe the sequence of events that led to the incident and the actions taken at the time it was discovered. Describe the package failure, including the size and location of holes, cracks, etc. Photographs and diagrams should be submitted if needed for clarification. Estimate the duration of the release, if possible. Describe what was done to mitigate the effects of the release. Continue on additional sheets if necessary.

PART VII - RECOMMENDATIONS/ACTIONS TAKEN TO PREVENT RECURRENCE

Where you are able to do so, suggest or describe changes (such as additional training, use of better packaging, or improved operating procedures) to help prevent recurrence. Provide recommendations for improvement to hazardous materials transportation beyond the control of your individual company. Continue on additional sheets if necessary.

PART VIII- CONTACT INFORMATION

Contact's Name (Type or Print): _____ Telephone Number: ( ) _____

Contact's Title: _____ Fax Number: ( ) _____

Business Name and Address: _____ Hazmat Registration Number (if not already provided): _____

E-mail Address: _____ Date: _____

Preparer is: ☐ Carrier ☐ Shipper ☐ Facility ☐ Other _____

IX.5 PERMITS, LICENSES, & CERTIFICATIONS

CITY OF LOS ANGELES
OFFICE OF FINANCE
TAXES AND PERMITS
P.O. BOX 53200
LOS ANGELES, CA 90053-0200

18 100-001635 0410 1

GENERAL ENVIRONMENTAL MANAGEMENT INC
C/O CLYDE RHODES
3191 TEMPLE AV #250
POMONA CA 91768-3246

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 10-16-04 0

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
098740-06	L	388	CONTRACTR-OUTSIDE LA	04-02-04

ISSUED TO

GENERAL ENVIRONMENTAL MANAGEMENT INC
C/O CLYDE RHODES
3191 TEMPLE AV #250
POMONA CA 91768-3246

ISSUED BY:

Antoinette D. Christandl

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS — 200 N. SPRING ST., RM 101, LOS ANGELES CA. 90012
FORM 2000 (rev. 11/03) IMPORTANT - READ REVERSE SIDE

sh

2497129

State of California

SECRETARY OF STATE

CERTIFICATE OF QUALIFICATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify that on the **20th day of FEBRUARY 2003, GENERAL ENVIRONMENTAL MANAGEMENT, INC.**, a corporation organized and existing under the laws of **DELAWARE**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 21, 2003.

KEVIN SHELLEY
Secretary of State

NP-24 A (REV. 1-03)

OSP 03 74700

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **836744** Entity CORP

Business Name GENERAL ENVIRONMENTAL MANAGEMENT INC

Classification(s) A HAZ

Expiration Date 04/30/2008

STATE OF CALIFORNIA

Contractors State License Board

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

GENERAL ENVIRONMENTAL MANAGEMENT INC

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

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Witness my hand and seal this day,

April 26, 2004

Issued April 23, 2004

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

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

Stephen P. Sands
Registrar of Contractors

836744

License Number

131-24 (REV. 7-01) OSP 01 59448

AUDIT NO: 316015

Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

GENERAL ENVIRONMENTAL MANAGEMENT, INC.
3191 TEMPLE AVE., STE 250
POMONA, CA 91768

TRANSPORTER REGISTRATION NO: 4493

EXPIRATION DATE: July 31, 2007

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

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

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

JUL 26 2006

(DATE)

Printed on Recycled Paper

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

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

01/03/2007

GENERAL ENVIRONMENTAL MANAGEMENT
INC
3191 TEMPLE AVE
POMONA, CA 91768

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

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES MOTOR CARRIER SERVICES BRANCH P.O. BOX 932370 Sacramento, CA. 94232-3700	**Valid From:**	01/03/2007	**Valid Through:** 12/31/2007
	CA#:	**0256918**	

GENERAL ENVIRONMENTAL
MANAGEMENT INC
3191 TEMPLE AVE
POMONA, CA 91768

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

For Hire
Full Year
Corporation

Pmt Date:	12/28/2006	Office #:	154
Account #:	398171	Tech ID:	KG
Sequence #:	0004	Amt Paid:	$695.80

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

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

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
175345	134843	6/28/2006		7/31/2007

CHP CARRIER NUMBER	LOCATION		
CA 256918		☐ Duplicate	☐ Replacement
		☐ Initial	☑ Renewal

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

GENERAL ENVIRONMENTAL MANAGEMENT, INC.

LICENSEE NAME AND MAILING ADDRESS

GENERAL ENVIRONMENTAL MANAGEMENT, INC.

3191 TEMPLE AVENUE
POMONA CA 91768

ATTENTION: CLYDE RHODES

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

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

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

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $ 2,000.00. (CVC Section 23112.5)

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

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: GENERAL ENVIRONMENTAL MANAGEMENT INC
Attn: CLYDE RHODES
3191 TEMPLE AVENUE, SUITE 250
POMONA, CA 91768

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: 072806 551 003O **Issued: 07/28/2006** **Expires: 06/30/2007**

Record Keeping Requirements for the Registration Program

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

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

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

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

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

FINANCIAL STATEMENTS MARKED CONFIDENTIAL ARE ON FILE WITH THE DEPARTMENT

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (A/03)

no shame.
no blame.
no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

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

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child learn about your options.

Los Angeles County Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ATTACHMENT 3

CONTRACT

Industrial Waste Utilization, Inc.

762 10

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Industrial Waste Utilization, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors, whichever occurs first, and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative.
The Contractor shall designate a full-time employee as Contractor's Representative ("CR") who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator.

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the most economical method of disposal;

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator; and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

76210

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Industrial Waste Utilization, Inc.

By on behalf of Charles M. Templer

Charles M. Templer, President

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By

Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name: Industrial Waste Utilization, Inc.

Address: 5601 State St.
Montclair, CA 91763

Phone: (909)984-9984 Fax: (909)984-1510

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture limited liability company other:

State of organization: California Principal place of business: Montclair, CA 91763

Out of state vendor's authorized agent for service of process in California:

Name_____ Address_____ Phone_____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Charles Templer (President)(909)984-9984 e-mail-

Name Title Phone Name Title Phone

Dated: 3/27/07 Proposer's signature: Ch M. Tem

CHARLES M. TEMPLER (PRESIDENT) 909 984-9984

Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the **type of hazardous waste**. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 *(pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific* ***type of hazardous waste*** *from Exhibit 1.*
- *For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.*
  - *No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.*

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Motor Oil	55Gal Drum	$ 90.00
Used Oil Filters	55Gal Drum	$ 80.00
Used Oil Rags	55Gal Drum	$ 80.00
Gasoline or Gasoline &Water	55Gal Drum	$ 110.00
Diesel and Emulsion	55Gal Drum	$ 195.00
Automatic Transmission Fluid	55Gal Drum	$ 90.00
Grease Lubricant	55Gal Drum	$ 80.00
Diesel or Diesel & Water	55Gal Drum	$ 195.00
Electrical Insulating Oil	55Gal Drum	$ 90.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 7750.00

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Water Based Paint	55Gal Drum	$ 95.00
Oil Based Paint	55Gal Drum	$ 195.00
		$
Herbicides	55Gal Drum	$ 350.00
Insecticides	55Gal Drum	$ 350.00
		$
Paint Thinner	55Gal Drum	$ 110.00
Laquer Thinner	55Gal Drum	$ 110.00
		$

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Engine Degreaser (Solvent)	55Gal Drum	$ 110.00
		$
Containers/ Solids	55Gal Drum	$ 80.00
		$
Brake Fluid	55Gal Drum	$ 90.00
		$
Anti Freeze	55Gal Drum	$ 90.00
		$
Acid	55Gal Drum	$ 245.00

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Batteries/misc-Lead Acid	per 1b	$ .55
Nicad,Alkaline,Sealed Lead Acid		$ .24
Flourescent Tubes	per Foot	$ 1.00
BreakWash w/ASB & Water	55Gal Drum	$ 80.00
ASB Pipe Scrap	55Gal Drum	$ 80.00
Pipe & Roof Shingles	55Gal Drum	$ 80.00
Tile	55Gal Drum	$ 80.00
Insulation	55Gal Drum	$ 80.00
		$

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Asphalt Cement	55Gal Drum	$ 284.00
Emulsion	55Gal Drum	$ 195.00
Road Oil	55Gal Drum	$ 90.00
		$
CRT's (cathode Ray Tubes)	Per Lb.	$ .50
		$
Thermometers w/mercury	5Gal Container	$ 195.00
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Gasoline, Diesel, Petro-Hydro	55Gal Drum	$ 110.00
Volatile, Semi-Volatile ORG's		$
Benzene,Tolvene,Ethylbenzene		$
Exylenes,Methyl Tertiary Buthyl Ether		$
Trichlor,Tettrachlor		$
Pest, Herbicides,Perchlorate		$ 110.00
PLB's	55GAL Drum	$
		$ 135.00
		$

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Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 7750.00

WORK PLAN

1. STAFFING PLAN: Provide the requested information about key employees and subconsultants. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Robert Twineham	Employed	Operations Manager	Overall Management of daily Operations
Leticia Camarena	Employed	Accounting	Book Keeping/ Receivables / Payables/ Collections
Leslie Beckett	Employed	Invoicing	
Dale Bean	Employed	Contract Administratic	Contract Coordination, Admin, Supervision
Mark Alarcon	Sub Contractor	Oil Hauler	Bulk Oil, Bulk Anti Freeze, Pick Ups

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: Charles Templer (President)

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License/Permit	License/Permit Number
Charles Templer	General Contractor/A/E	725948

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK.**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to the removal of various kinds hazardous waste in emergent and non-emergent situations (Tasks 1 & 2);

b. Proposer's ability and resources to provide the kinds of hazardous material removal services described in Attachment A, Part Two, Statement of Work and Exhibit 1, Description of Work. Please include how you will meet the response time set by the Department: Non-Emergency Removal, Task 1 – 2 days, Emergency Removal, Task 2 – 3 hours;

c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;

d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;

e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies;

f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work;

h. List of recycling or disposal facilities to be used; and

i. Resumes of the firm's principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work,) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

Charles Templer will be the responsible person to act as expert witness in any legal proceeding that may arise. Mr. Templer has over 20 years experience in the industry operating Industrial Waste Utilization Inc. since the early 80's. If Mr. Templer is called upon to support the department in any requirements that are brought before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies, he will need adequate notice to accommodate for scheduling. In case of emergencies the department will need to contact Mr. Templer at the Industrial Waste Utilization Inc. offices.

TECHNICAL APPROACH/WORK PLAN

Industrial Waste Utilization Inc. (IWU) is a fully licensed and insured hazardous waste management company with over 25 years experience in servicing contracts similar to LOS ANGELES COUNTY BEACHES AND HARBORS.

IWU will accomplish the project objectives and overall schedule by following the program as outlined below:

Step 1: Upon contract award IWU's technical manager (Steve Whitman) and key employee (Robert Twineham) will schedule a meeting with the designated representative for each of Los Angeles County Beaches and Harbors locations. The technical manager will review previous hazardous waste manifests and request any MSDS sheets, waste analysis, or other information to assist with completion of new waste profiles for each of Los Angeles County Beaches and Harbors waste streams

Step 2: The technical manager will complete the profiles and submit them to LOS ANGELES COUNTY BEACHES AND HARBORS for review and signature. After LOS ANGELES COUNTY BEACHES AND HARBORS has approved the profiles they will be submitted to the appropriate disposal site for approval. **(Steve Whitman)**

Step 3: After profile approval IWU will input the profiles into our computer system giving us the ability to create computer generated manifests and labels prior to each service. Extra labels will be generated and left with LOS ANGELES COUNTY BEACHES AND HARBORS each time we remove waste for use on future waste containers. **(Robert Napoles-operations assistant)**

Step 4: IWU will create a "master job order" for all of the Los Angeles County Beaches and Harbors locations so that everyone has a copy of Los Angeles County Beaches and Harbors waste stream information available when we receive a request for service. This will allow us to input the job order and respond immediately to service requests. **(Robert Napoles or other office personnel)**

Step 3: LOS ANGELES COUNTY BEACHES AND HARBORS can contact dispatch at extension 209 **(Robert N.)** or Dale Bean (contract administrator) at extension 212 to request service. A live person answers extension 209 at all times so that our customers are not forced to leave voice mail messages.

Step 4: After the order is placed the internal paperwork will be completed and given to scheduling. After receiving the order our dispatch department will contact LOS ANGELES COUNTY BEACHES AND HARBORS and set up a service date within 48 hours for fully contained hazardous materials or sooner per response levels outlined in the offer. **(Robert N.)**

Step 5: Upon arrival at the job site our driver will present the manifest and labels to the LOS ANGELES COUNTY BEACHES AND HARBORS representative for review and approval. After the paperwork review is completed the waste will be inspected for proper packaging and labeling prior to loading. Our driver will load the waste without LOS ANGELES COUNTY BEACHES AND HARBORS assistance if desired. Unless other instructions are received the driver will leave empty replacement containers for each full container removed. Trucks will have adequate safety equipment to secure the load and immediately contain a spill. Quantities and signatures will be placed on the manifest and appropriate copies will be left with LOS ANGELES COUNTY BEACHES AND HARBORS. **(Class A or B/hazmat endorsed driver)**

Step 6: Waste will be delivered to the appropriate disposal sites. Current law mandates waste be delivered within a 10 day period of removal from LOS ANGELES COUNTY BEACHES AND HARBORS, IWU will deliver the waste in less than the prescribed period of time. Should the disposal site note any discrepancies IWU will contact LOS ANGELES COUNTY BEACHES AND HARBORS immediately and resolve the issues. IWU will assist with any claims in coordination with LOS ANGELES COUNTY BEACHES AND HARBORS. **(Class A or B/hazmat endorsed driver/customer service)**

Step 7: Billing will be prepared and submitted to LOS ANGELES COUNTY BEACHES AND HARBORS. The billing will include appropriate information such as contract number, LOS ANGELES COUNTY BEACHES AND HARBORS representative who

requested the service, manifest numbers, etc. A separate invoice will be issued for each service and will not be submitted prior to shipment of goods. An acknowledgment copy of the manifest will be sent with the billing in less than 30 days. A sample invoice can be provided if desired prior to contract implementation. **(Leslie or Fran)**

Notes:

Los Angeles County Beaches and Harbors in waste streams such as universal waste may require other documentation such as bills of lading for shipment.

Empty tube boxes will be provided at no charge for removal of fluorescent bulbs.

New waste streams will be profiled within 24 hours of submission by LOS ANGELES COUNTY BEACHES AND HARBORS and will be removed within the 2 day service window.

IWU has 24- hour/7 day per week emergency response capabilities. LOS ANGELES COUNTY BEACHES AND HARBORS may call 909-984-9984 x209 during normal business hours or option 7 during non-business hours at anytime for immediate response.

RECORD OF RESPONSE TIME

Our record of response time is impeccable. Each contract has unique requirements but we have never received a notice of non-conformance from any of the many public sector contracts listed in this proposal.

METHODS OF QUALITY CONTROL

Quality control will be assured by the oversight of the contract manager and key employee. Both Robert Twineham (key employee) and Dale Bean (contract manager) have many years experience in the industry. Each employee who interfaces with the contract will be required to immediately report any issues to Robert or Dale. Robert serves as operations manager and direct supervision over dispatch functions. Dale has direct management control over all IWU contracts and will contact Los Angeles County Beaches and Harbors designated representatives on a regular basis to discuss any issues that may be taking place. Charles Templer (president) is also actively involved in the daily operations of the company and can be contacted at anytime by LOS ANGELES COUNTY BEACHES AND HARBORS or IWU employees should any quality control issues not be immediately resolved.

LOS ANGELES COUNTY BEACHES AND HARBORS to further identify waste minimization opportunities.

IWU will provide waste tracking reports and assist LOS ANGELES COUNTY BEACHES AND HARBORS in completion of any reporting Requirements.

SPECIAL ISSUES OR PROBLEMS

IWU does not anticipate any special issues or problems during the design or installation portion of the project. The waste streams generated by LOS ANGELES COUNTY BEACHES AND HARBORS are common and IWU has extensive experience with each and every type of waste outlined in the offer.

IWU proposes to arrange site tours for designated LOS ANGELES COUNTY BEACHES AND HARBORS employees to each disposal site utilized under the contract. Any facility not approved by LOS ANGELES COUNTY BEACHES AND HARBORS will not be used as an outbound location for LOS ANGELES COUNTY BEACHES AND HARBORS waste. IWU will inform LOS ANGELES COUNTY BEACHES AND HARBORS of any issues the facility may have in regards to licenses, permits, or financial security, as well as monitoring the facility compliance with Title 22, Division 4.5 standards.

IWU proposes to work with LOS ANGELES COUNTY BEACHES AND HARBORS to identify waste minimization opportunities. The key employee and technical manager will review the generating process of each waste stream during the initial site visit and offer suggestions to reduce the volume of waste generated or use of an alternative product that may be less toxic. During the monthly inventory visit the key employee will work with

Qualifications, Related Experience and References

Presented to:

Los Angeles County Beaches and Harbors

Industrial Waste Utilization, Inc.

5601 State Street

Montclair, CA 91763

800-667-9278

www.iwu.com

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Introduction

Charles M. Templer Co -founded **Industrial Waste Utilization, Inc**. in 1981 in Brea, CA. The purpose was to provide an array of hazardous waste services within the Southwest United States. **Industrial Waste Utilization, Inc.** was incorporated in the State of California in 1985. In 1988, **Industrial Waste Utilization, Inc.** purchased property in Montclair, CA and moved to its present location.

Industrial Waste Utilization, Inc.'s operations team, organized over the past 26 years, has developed disciplines in all aspects of hazardous waste management including: transportation services, lab packaging, site remediation, TSDF capabilities, and emergency response services.

Industrial Waste Utilization, Inc. is a corporation, in San Bernardino County, operating under the laws and regulations of California.

Industrial Waste Utilization, Inc. currently operates out of one location, 2.75 acre facility. Offices are 2500 square feet with 6500 square feet of warehousing. The current staff is 21. Office staff is 9 and the Operations staff is 12.

Industrial Waste Utilization, Inc. is a registered hazardous waste hauler (see Permits/Licenses Section for copy of current registration), a California Licensed General Engineering Contractor and Certified Hazardous Substances Removal and Remedial Actions Contractor for all Environmental Remediation projects. All persons performing

hazardous waste transporter work maintain a current hazardous materials endorsement on their California Driver's License. All persons performing hazardous waste technician work have completed required training per 29 CFR 1910.120 and 8 CCR 5192 (see Key Personnel Section for resumes.) In addition, **Industrial Waste Utilization, Inc.'s** Emergency response personnel are thoroughly trained in providing state-of-the-art emergency response services.

Perhaps the feature that separates **Industrial Waste Utilization, Inc.** from the competition is our record of safety and environmental compliance. We welcome inspections of our facilities and encourage our prospective customers to check our compliance record with any of the many agencies, which regulate the environmental industry. Insurance and private industry auditors consider our facility one of the most impressive transportation hubs in the industry.

Scope of Services

Industrial Waste Utilization, Inc. is a full service Environmental Company offering complete closed loop services for all Hazardous Waste Generators. Our customers include many long-term relationships with Private Industry, Federal, State Agencies and Local Municipalities. All personnel at **Industrial Waste Utilization, Inc.** are completely dedicated to providing the best service possible for all of our clients, regardless of generator size. Our employees make it their job to thoroughly explain all the details of

waste management and to keep our clients in compliance with regulatory agencies. **Industrial Waste Utilization, Inc.** is also interested in assisting generators with waste minimization. Whenever possible, we reduce volume by combining compatible waste streams or transferring drums into bulk containers for reduced disposal costs. **Industrial Waste Utilization, Inc.'s** environmental concerns are to conserve resources whenever possible and in doing so, continually look for recycling alternatives to otherwise non-recyclable items.

Industrial Waste Utilization, Inc. has a reputation of honesty, integrity, thoroughness, capability, accuracy, expediency, and cost effectiveness both with our customers and with our competitors. **Industrial Waste Utilization, Inc.** will not compromise the health of the public or the environment in any of our operations.

Industrial Waste Utilization, Inc. will identify hazards, sample, neutralize, contain, collect, remove, and dispose of chemicals, hazardous substances, and other spilled or abandoned materials, including removal of contaminated surfaces. We will provide all services necessary from identification through collection and disposal of the materials.

All removed materials and substances will be safely collected, handled, transported, stored and disposed of in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

Our day-to-day operations include the following:

- Hazardous Waste Transportation
- Hazardous Waste Labeling, Manifesting, LDR's
- Hazardous Waste Packaging, Bulking, Lab Packing
- Unknown Chemical Identification
- Compliance with DOT, RCRA, EPA, & Local Agencies
- DOT Supplies, Containers & Safety Equipment
- Personnel all HAZWOPER / DOT Trained
- Profiling, Sampling and Necessary Analysis of Hazardous Waste
- Invoices Reflecting Exact Cost of each Manifest
- Complete Cost Analysis
- Emergency Response Capabilities

Industrial Waste Utilization, Inc. is a fully permitted 10-day storage facility. We have the ability to temporarily store hazardous materials/wastes prior to final disposal.

Transportation:

Industrial Waste Utilization, Inc. vehicles are all licensed to transport hazardous waste. Vehicles comply with all the applicable requirement of DOT, EPA and State agencies. The California Highway Patrol, per state requirements, properly inspects all vehicles. They are dispatched from the transportation hubs. All drivers are trained, qualified, experienced and licensed to transport hazardous materials and waste in compliance with Federal and State laws and shall comply with routing requirements for hazardous materials

established by Federal, State or Local government agencies. Any documentation required to meet these requirements shall be provided upon request. All drivers receive extensive training in manifest completion, container labeling and inspection, placarding, use of proper safety equipment, vehicle safety inspections, and accident preparedness.

Vehicles used to carry barrels; drums and recovery containers shall be of the enclosed van type or other type as approved by DOT (49CFR). All vehicles shall have secondary containment apparatus. Containers with hazardous materials will at all times be restrained with chains or wire rope (cable).

Lab Packing and Material Consolidation Services:

Industrial Waste Utilization, Inc. provides packing services for a wide spectrum of items including specification chemicals, expired shelf life materials and small volume chemical samples.

The procedure is as follows:

1. Identify unknown materials
2. Segregate by hazard class
3. Prepare according to regulatory and treatment facility criteria
4. Prepare shipping papers and profiles
5. Transport to approved treatment facilities

Selection of the TSDF is essential in determining the most cost effective and innovative disposal for waste generated. **Industrial Waste Utilization, Inc.** can customize and fully utilize the best treatment of waste generated. **Industrial Waste Utilization, Inc.** is able to determine which containers can be lab packed together, commodity packed into drums, cubic yard boxes, or bulked into drums to reduce volume and costs. With knowledge of acceptance criteria at the TSDF's, the Customer Service Representative then generates the Waste Characterization Profile form for signature from the generator and then submits it to the TSDF.

Industrial Waste Utilization, Inc.'s strength is the knowledge of cost reduction and waste minimization for our Generators. **Industrial Waste Utilization, Inc.** has successfully assisted thousands of Generators with their waste minimization and cost reduction hazardous waste programs. With fewer Manifests and Land Disposal Restriction forms generated, **Industrial Waste Utilization, Inc.** would reduce time and costs for the generator.

If Lab Packing is required, **Industrial Waste Utilization, Inc.** will follow Lab Pack procedures that dictate all collected materials be identified, segregated and stored securely at the collection site until loaded into the hazardous waste vehicles. The Program Manager has procedures for items in unlabelled containers. If the generator is not certain or unaware what the contents are, then there will be a fingerprint test completed to determine what the material is. If necessary, a HazCat test will be performed to complete the analysis or confirm the contents of the material. The waste will be identified and segregated into

compatible waste types for lab packing, consolidation or bulking into DOT shippable containers. **Industrial Waste Utilization, Inc.** will package, provide document preparation, transportation, and treatment, disposal, or recycling of all materials.

Industrial Waste Utilization, Inc. will first segregate the waste for lab packing according to DOT hazard class, then by chemical compatibility and by the acceptance criteria of specific waste treatment, disposal, or recycling facilities. Vermiculite Absorbent will be utilized to create a buffer zone around the lab packed material. This is used to prevent breakage, absorb any leaking materials and to prevent release from the outer container. Lab pack inventory sheets will accompany the drums to the disposal site and copies will be given to the generator contact.

Drums, which are complete or full, will be labeled and marked in accordance with DOT and EPA shipping requirements, and information recorded on the manifest. **Industrial Waste Utilization, Inc.** will prepare the generators notification and certifications required under the disposal regulations. The generator will be provided with complete reporting of documentation including a complete set of container content sheets, manifest, and notification/certification forms, as well as a list of the supplies, equipment and personnel hours worked to perform the routine hazardous waste activities.

Once the waste is properly packaged it will be loaded onto **Industrial Waste Utilization, Inc.'s** vehicles and secured for transportation. At the request of the generator, **Industrial Waste Utilization, Inc.** will provide a summary report of all the waste generated to

include manifest numbers, quantities and method of disposal. The reports will assist the generator with immediate information and assistance with government reporting requirements.

Industrial Waste Utilization, Inc. will endeavor to have all waste generated by the generator removed to the ultimate disposal once packaging is completed. Only the most effective and environmentally acceptable waste disposal and treatment methods will be utilized. Upon request, all certificates of recycling and disposal will be sent to the generator within the 30-day period of notification.

Supplies and Equipment Procedures:

It is **Industrial Waste Utilization, Inc.'s** operational procedure that all the necessary equipment is provided for employees to conduct normal hazardous waste activities and emergencies to remediate, dyke, contain, or plug spills. For normal daily operating procedures, an inventory list is given to the Warehouse Manager the evening prior to dispatching out any vehicle. The Warehouse Manager's responsibility is to load all the proper equipment for the following day onto each vehicle. Careful detail is given to insure all the proper materials are loaded. Each driver arrives early in the morning and checks his paperwork, manifest, lab pack inventories, job orders and compare to the equipment loaded onto his vehicle. The driver verifies he/she has all the manifests, labels and necessary paperwork to match his/her schedule for the day. Standard Operating procedure has the driver doing a vehicle check prior to leaving the yard.

Material Sampling and Laboratory Analysis:

Industrial Waste Utilization, Inc. will provide monitoring, sampling and laboratory services following QA/QC chain of custody procedures and CLP protocol within established time frames. Consideration and analysis of the cost-effective use of innovative sampling technologies will be addressed.

Industrial Waste Utilization, Inc. employees are trained and instructed in the proper method of taking samples. They are instructed to evaluate the condition of the samples at the time of pick up. The technician, to secure the integrity of the sample, performs any necessary packing or cooling of samples immediately. The sample-receiving department at the laboratory checks samples again. Each sample taken is accompanied with a Chain of Custody completed by the technician. Samples are taken to a qualified laboratory. The qualified laboratory will be accredited as a Certified Hazardous Waste Testing Laboratory by the Environmental Laboratory Accreditation Program, Department of Health Services for the analytical method utilized.

Industrial Waste Utilization, Inc. signs off of the Chain of Custody to the lab receiving area. Samples are received, accounted for, and stored through the sample control department at the laboratory. When samples are received they are immediately entered

into the computerized laboratory information management system, (LIMS), which enables it to be tracked throughout the laboratory.

The sample processing time may be a 24-hour rush in an emergency or seven to ten days for regular analysis. Once the process is completed, an analytical report is completed. **Industrial Waste Utilization, Inc.** receives the analytical report and immediately forwards the results to the generator. When requested, **Industrial Waste Utilization, Inc.** assists the generator in interpretation of the analysis and will forward the results to the TSDF as required.

Hazard Assessment and Categorization Procedures:

Industrial Waste Utilization, Inc. carefully regulates the training and the procedures followed for each employee responsible for correct hazardous assessment and categorization of hazardous materials. From initial training and throughout an employee's career with **Industrial Waste Utilization, Inc.** training is provided to comply with all DOT, EPA and DTSC requirements for proper identification of hazardous materials. This includes proper EPA and Cal-OSHA codes, which are applicable to any waste stream and the proper packaging of compatible materials. Persons responsible for this type of characterization of hazardous materials for shipment, range from Customer Service, Project Managers and field technicians. Not only are they trained in the proper characterization, in addition, they are kept up to date on changes as applicable from DTSC or any regulatory agency. **Industrial Waste Utilization, Inc.** is concerned with compliance with CFR 49, DOT regulations for transportation of hazardous materials.

Packing Procedures:

Industrial Waste Utilization, Inc. is extremely concerned with the safety and the ability of our technicians, drivers and any employee who comes into contact with hazardous materials to be fully capable in the proper handling of those materials. Classroom training, on the job training and monthly safety meetings are conducted continuously on subjects such as Packing Procedures. Guidelines are established by DOT in the proper packaging of materials to prepare for shipment on the highway.

Each employee adheres to the guidelines and procedures. Classroom training covers all the regulations governing these activities. In addition, each TSDF requires compliance with their own Land Disposal Restrictions, (LDR's), for acceptance at their facility. The LDR's include lab-packing procedures, which mandate the hazard class and the quantity of waste that can be packed into any container and the type of container to be utilized. The TSDF's requirements are equal to or more stringent than the State or Federal guidelines.

Manifest, LDR, and Label Preparation Procedures:

During the twenty-three years since **Industrial Waste Utilization, Inc.'s** inception, compliance with Manifesting, LDR and Label Preparation for hazardous materials has been at a high level of competence. Competence begins on the level of Customer Service.

With the proper information given to Customer Service from the generator, they are able to define the proper characterization and shipping language for each hazardous material. A waste characterization profile is completed and approved by the TSDF. Customer Service is then able to download the information, including all applicable EPA and California Codes, into **Industrial Waste Utilization, Inc.'s** customized computer system. When a job order is completed, the manifest, labels and other necessary paperwork are computer generated. This reduces the opportunity for errors to occur.

The order desk completes the LDR and forwards the paperwork to dispatch to be received by the drivers. All employees who prepare any of the paperwork receive an initial 8 hours of Manifest training. The training is repeated as per the requirements in HM 181 and HM 126 now subpart H, under DOT CFR 49. They receive continuous on-the-job training.

Quality Assurance and Quality Control Procedures:

Industrial Waste Utilization, Inc. has in place certain criteria of protocol, standard operating procedures to guarantee a level of satisfaction and compliance for all **Industrial Waste Utilization, Inc.** customers. Customer Service standards are high at **Industrial Waste Utilization, Inc.** and that is what we base our success on. Individuals not performing up to the level of standards specified in our Employee Handbook or Job Description are verbally warned and documented. Upon additional infractions, the employee receives two written warnings and thereafter is terminated.

It is the responsibility of the Operations Manager to see that all drivers, technicians, and project managers are following the standard operation procedures for all of their job duties. Documentation is kept on any infractions. The Project Manager/Supervisor is to verify all employees are in compliance at each job site where he/she is delegated. Paperwork is checked and rechecked by each individual handling it. Any mistakes found are corrected. Our high level of expertise in this field has resulted in no violations for our generators or ourselves throughout the past twenty–four years. The most important issue is receiving correct information from the generator. When they are uncertain of the waste characterization, **Industrial Waste Utilization, Inc.** will perform field-testing to confirm. This results in fewer rejections or non-conforming waste being received at the TSDF.

TSDF Acceptance Procedure:

Industrial Waste Utilization, Inc. has established relationships with dozens of TSDF's in the industry throughout our twenty-four years in the industry. Steve Whitman of **Industrial Waste Utilization, Inc.** routinely inspects, audits and reviews all facilities that are utilized. Only the most effective and environmentally acceptable waste disposal and treatment methods will be utilized.

Industrial Waste Utilization, Inc. continually researches alternatives and other avenues for each waste stream. For example, new alternatives for recycling, cement kilns, fuel substitution are always reviewed and researched. With our years of experience in the industry we feel confident in making recommendations to our generators, however, we do leave the decision of which facility and method of treatment to the generators discretion.

Customer Service:

Our customer service staff utilizes a fully integrated customized computer system to assist clients with proper waste management. Included in our basic service are the following items:

1. Hazardous waste manifest/LDR preparation
2. DOT shipping and label preparation
3. Sample pick up and delivery to laboratories or treatment facilities
4. Waste stream profile completion
5. Regulatory compliance assistance
6. Data ret rieval for reporting requirements (as requested)

Industrial Waste Utilization, Inc. expedites approval process, as we are able. Once approval is granted, the Program Manager informs the generator and the completion of the job is scheduled. **Industrial Waste Utilization, Inc.** does not charge for profiling.

Disposal Procedures:

Industrial Waste Utilization, Inc. takes possession of the waste from the time the pick up occurs. At this time we document and track any waste that would be picked up from the

generator. Once the waste is picked up it is transported to our Transportation Hub or is shipped immediately to the TSDF for bulk loads. Regulations state that the waste can be on site for ten days prior to being transported to the TSDF. However, this time frame is usually much quicker, three to four days is average. With the volume of waste being transported, it is expedient for us to transport the waste to the next location.

Next, the trucks are loaded with compatible material for transportation to the TSDF. The generator's waste will be loaded according to the location it is being dispersed to, or in case of bulk loads will proceed directly to the receiving site. Once the material arrives at the TSDF, it is offloaded and tracked into the TSDF tracking system. The containers are then placed onto the applicable hazardous waste storage pad. The TSDF by law may retain the containers on site for up to twelve months. However, this time period is always less. It is feasible to suggest the time associated with the TSDF prior to final disposition is closer to two to three months or less. At any point during this process, **Industrial Waste Utilization, Inc.** can track the waste for the generator. Once the material arrives at the final disposition it will be processed within the guidelines stated by the Federal and State requirements. Upon request certificates of recycling, incineration and disposal can be processed from the TSDF receiving site within 30 days of receipt of the material and sent to **Industrial Waste Utilization, Inc.**, who will forward them on to the generator contact.

Certificates of Recycling or Destruction (Incineration):

After wastes are received at the final TSDF facilities, upon request **Industrial Waste Utilization, Inc.** can obtain Certificates of Disposal, Recycling, and Incineration referring

to the Manifest number that is applicable, to the generator. Returned signed off copies of the Manifest from the TSDF will be forwarded to the Contract Manager for final paperwork completion within the acceptable time frame of 30 days issued by the EPA. Signed off copies will include completion of Section K for method of treatment and signed by the TSDF waste acceptance in Section 20 of the Manifest.

Emergency Response Procedures:

Industrial Waste Utilization, Inc. is a 24-hour Emergency Response Company and is approved by the government to conduct hazardous spills Emergency Response. **Industrial Waste Utilization, Inc.** is one of the few Hazardous Waste Transporters who are in possession of a State of California Contractors State License for General Engineering. This license allows **Industrial Waste Utilization, Inc.** to perform plant closures, remediation work, underground storage tank removal and more. **Industrial Waste Utilization, Inc**. has a Hazardous Substances Removal and Remedial Actions Certificate that allows **Industrial Waste Utilization, Inc.** to remove hazardous materials generated through emergency projects. We have the ability to contain all hazardous materials/wastes, clear the area and immediately remove all hazardous materials/wastes.

Industrial Waste Utilization, Inc.'s emergency response personnel are thoroughly trained in providing state-of-the-art emergency response services including:

1. Initial Evaluation
2. Site Security

3. Problem Identification
4. Plan Development and Implementation
5. Information Dispersion
6. Unknown Sampling
7. Hazard Categorization Field Testing
8. Packaging, Labeling, and Marking of Hazardous Materials
9. Transportation and Disposal Services
10. Chain of Custody
11. Completion of all Appropriate Paperwork

Industrial Waste Utilization, Inc. is fully capable of responding to all of the generator's locations on an as-needed and/or emergency basis.

Confined Space Entry and Rescue:

Industrial Waste Utilization, Inc. is capable of responding with confined space entry and rescue personnel and equipment. Personnel are fully trained in confined space entry and equipment protocols. At a minimum four personnel will respond to an emergency operation requiring confined space entry for work under this contract. Two of the employees will be used as backup to the minimum of two staff members engaged in the emergency operation task assignment or confined space entry.

Specialty Services:

Industrial Waste Utilization, Inc. performs many other specialty services, which may be of interest to the generator:

Partial list:

1. Employee training classes
2. Phase I and II evaluations
3. Incident or event loss control management
4. Analytical services
5. Confined space cleaning
6. Site and infrastructur e Assessments

Insurance:

Industrial Waste Utilization, Inc. will submit all certificates of insurance with the required insurance coverage after award of contract. See Permit/Licenses Section for sample certificates.

Health and Safety Program:

Industrial Waste Utilization, Inc. maintains a formal health and safety program as required by California Labor Code sections 6400 through 6410, Title 8 of the California Code of Regulations, and 29 CFR section 1910.120.1200, 1920.1200, and 1910.134 (b).

All new employees are thoroughly trained with the Health and Safety Plan prior to any on

the job training. In addition, monthly training meeting are conducted to support and supplement the Health and Safety Plan. Past topics have included;

1. CPR/First Aid training
2. Driver qualifications and log books
3. Disposal site requirements
4. Confined Space and entry permits
5. Emergency response procedures

All safety and training meetings are documented and files are kept on each employee to assure that all levels of training are obtained, including medical monitoring. Each employee, prior to employment, receives a baseline physical. On a yearly basis, the employees undergo complete physicals, which are, then reviewed and compared to the baseline physicals by medical professionals.

The employees may undergo additional monitoring when specific job sites have an increased potential for exposure.

Key Personnel

Industrial Waste Utilization, Inc. proposes the following staff to meet the requirements of the contract. All proposed staff meet the requirements for training and experience as set forth by all Federal and State requirements.

Industrial Waste Utilization, Inc. personnel are all trained according to 29 CFR 1910.120 and 8 CCR 5192 requirements in the safe and proper handling of hazardous wastes and are capable of emergency response and cleanup of hazardous materials spills and containing and securing of waste during disasters. All personnel are trained, equipped, and fitted with respirators.

Industrial Waste Utilization, Inc. takes pride in the levels of experience and training of all our employees. We do not foresee a need for any changes to the proposed staffing, however, if it is required, any changes to the proposed staff must meet the approval of the generator prior to any changes being completed.

Certificates of Training will be provided upon request.

Staff Member	Job Title	Years of Experience
1. Robert Twineham	Project Manager	21
2. Dale Bean	Contract Manager	19
3. Steve Whitman	Customer Service/Technician	20
4. Robert Boulware	Driver/Lead Technician	14
5. Eddie Powell	Driver/Technician	11
6. Mike McManama	Driver/Technician	21
7. Robert Napoles	Laborer	7
8. Victor Luis Jr.	Driver/Technician	21

STAFF RESOURCE RESUME

Name: Robert Aaron Twineham

KEY EMPLOYEE

Staff Description Classification: Operations Manager

Academic and Professional Degrees:

Buena Park High School

California State University-Fullerton

Bachelor Of Arts-Anthropology

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Operations Manager/	4-86 to present
Supervisor: Charles Templer	Project Manager	

Scope of Responsibilities:

Oversee Operations Department including all personnel and equipment.

Implementation of the Department of Toxic Substance Control, Off-Highway Emergency Response Contract.

Oversee dispatching of appropriate equipment and personnel to all job sites.

Project Manager for various types of hazardous waste projects.

Oversee preparation of all appropriate paperwork for the legal transportation of hazardous wastes (manifests, bills of lading, job orders, etc.).

Lab pack miscellaneous wastes.

HazCat unknown chemicals.

Obtain samples for laboratory analysis and/or TSDF pre-approvals.

Trouble-shooting and equipment maintenance.

TRAINING SUMMARY

Robert Aaron Twineham

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-04-05	8.0	HAZWOPER Refresher
2-27-04	2.0	Blood borne Pathogens Training
12-22-03	8.0	HAZWOPER Refresher
4-3-03	4.0	Confined Space Refresher
12-31-02	8.0	HAZWOPER Refresher
11-8-02	8.0	Hazardous Waste Manifest Training, 49 CFR, H
12-2-01	8.0	HAZWOPER Refresher
9-12-01	24.0	First Responder Operational
6-23-01	4.0	Clandestine Drug Lab Compressed Gas Cylinder
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
12-19-98	8.0	HAZWOPER Refresher
12-5-98	8.0	HAZWOPER Refresher
10-24-98	8.0	Hazardous Waste Driver Training
7-17-98	40.0	HazCat Chemical Identification System
Completed		Four Day Complete HazCat Course
4-18-98	4.0	Respirator Fit Test & General Awareness
12-19-97	8.0	HAZWOPER Refresher

12-4-97	1.5	Paperwork, Processing Samples, Drum Handling
4-19-97	4.0	First Responders Awareness Level
4-19-97	4.0	Drivers Responsibilities, Respirator Fit Test, Vacuum Truck Operation
2-24-97	1.25	Drum Handling, Equipment Decontamination
1-21-97	1.5	Adverse Weather Driving, Parking Trailers, Labeling Samples, Loading Drums
12-17-96	2.0	TSDF Lab Pack Procedures, Delivery of Bins
11-15-96	2.5	Permits/Registrations, Delivery of Bins, Personal Hygiene, Evacuation Routes
11-13-96	8.0	HAZWOPER Refresher
10-24-96	2.0	Drum Handling, Equipment Decontamination
10-10-96	8.0	Hazardous Waste Driver Training
9-17-96	2.0	Packaging of Broken Batteries, New Regulations pertaining to Drum Specifications
7-16-96	1.5	Installation of Bin Liners, Bulk Load Transportation
6-4-96	1.75	Vehicle Inspection and Maintenance
5-1-96	8.0	Confined Space Safety for Supervisors, Entrants & Attendants
4-23-96	8.0	Title 8 CCR Section 5192 Supervisor Training
4-1996	2.0	Driver Manuals, General Haz Mat Knowledge Test, HM 181, Emergency Response Training
12-12-92	40.0	40-Hour HAZWOPER Training, 29 CFR 1910.120

STAFF RESOURCE RESUME

Name: Dale Phillip Bean

CONTRACT ADMINISTRATOR

Staff Description Classification: Contracts Administrator

Academic and Professional Degrees:

Pacifica High School

Cypress College

Associate Science

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Contracts Admin.	10/05 to present
Supervisor: Charles Templer	President	
Consultant	Self employed	5/98 to 10/05
Envirotech	President/General Manager	4/89 to 5/98

Scope of Responsibilities:

Management of State, County, School District Contracts.

Daily over site of all contract responsibilities: communications, overview of Job orders, review of billing prior to issuance.

Daily customer interface as customer, manager, and supervisors require

STAFF RESOURCE RESUME

Name: Steve Whitman

CUSTOMER SERVICE/PROJECT MANAGER

Staff Description Classification: Lead Technician

Academic and Professional Degrees:

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Project Manager	7-99 to present
Supervisor: Robert Twineham		
Safety Kleen	Project Manager	1992 to 1999
Supervisor: Jay Neiberg	Implementation of all ER Calls	
American Environmental	Project Supervisor	2-87 to 12-92
Supervisor: Richard Macias	Managed Dept. Of Justice Drug Lab and Emergency Response	

Scope of Responsibilities:

Project manages day-to-day projects, including but not limited to, lab packs, tank excavations, decontamination projects, demolition projects, and various other emergency response and hazardous waste operations.

Schedule and deploy field personnel, subcontractors and equipment. Response management. Oversee all personnel and equipment.

Prepare all appropriate paperwork for the legal transportation of hazardous waste (manifests, bills of lading, job orders, etc.)

Haz cat unknown chemicals.

Obtain samples for laboratory analysis and/or TSDF profile approvals.

Oversaw household hazardous waste events with former employer

TRAINING SUMMARY

Steve Whitman

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-04-05	8.0	HAZWOPER Refresher
12-22-03	8.0	HAZWOPER Refresher
8-8-03	4.0	Confined Space Training
12-31-02	8.0	HAZWOPER Refresher
7-11-02	2.0	Respiratory Protection Course
7-11-02	4.0	Permit Required Confined Space Training
12-2-01	8.0	HAZWOPER Refresher
6-23-01	4.0	Clandestine Drug Lab Compressed Gas Cylinder/Acid Gas Generators
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
10-13-99	8.0	Industrial Truck Operator Trainer
5-15-99/	8.0	RCRA Annual Training 40CFR 264/265.16
5-15-99/ 5-18-99	"	Injury and Illness Prevention Program Training/ Communications Right To Know
5-15-99/ 5-18-99	"	Emergency Response, Evacuation, Spill-Prevention and Control and Countermeasures, TSCA
1-9-99	8.0	HAZWOPER Refresher

1-9-99	"	Blood borne Pathogens 29CFR 1910.120.1030
5-1-97	8.0	HAZWOPER Refresher
1-13-99	8.0	RCRA Annual Training 40CFR 264/265.16
8-26-96	8.0	Hazardous Materials Transportation Skills
6-27-96	8.0	INSITE TM Specialist Training
4-15-96	8.0	HAZWOPER Refresher
6-29-95	8.0	RCRA Annual Training 40CFR 264.16/265.16
5-18-95	8.0	Dangerous Goods Regulations IATA Training
4-29-95	8.0	HAZWOPER Training
4-4-95	8.0	49CFR 172.702 General Awareness Function Specific And Safety Training
11-12-94	4.0	Supervisor's Role in Administering DOT Regulations And a Drug Free Workplace
10-1-94	4.0	Defensive Driving
6-4-94	8.0	HAZWOPER Refresher
2-26-94	4.0	Forklift Safety Specialists Industrial Lift Truck Safety Training
12-9-93	24.0	Qualified Person, Confined Space Entry Procedures
11-18-93	8.0	Advanced Haz Cat Training
9-27-93	40.00	Emergency Response Team Training
9-18-93	8.0	Performance Oriented Packaging Standards HM-181
5-4-93	8.0	Basic HazCat Training
2-22-88	40.0	40-hour HAZWOPER training, 29 CFR 1910.120

STAFF RESOURCE RESUME

Name: Robert Boulware

CLASS A HAZMAT DRIVER/TECHNICIAN

Staff Description Classification: Lead Technician

Academic and Professional Degrees:

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Technician	11-99 to present
Supervisor: Robert Twineham		
Safety Kleen	Driver/Technician	1988-1999
Laidlaw Environmental		
Supervisor: Pasquale Paduano		

Scope of Responsibilities:

Hazardous waste driver of roll-off units, vacuum trucks and vans.

Oversaw and implemented Site Health and Safety Work Plans.

Prepare all appropriate paperwork for the legal transportation of hazardous waste (manifests, bills of lading, job orders, etc.)

Lab pack miscellaneous waste as directed by chemist and/or project manager.

Load and secure hazardous waste shipments for transportation to TSDF sites.

Obtain samples for laboratory analysis and/or pre-approvals.

Trouble-shooting and equipment maintenance.

Oversaw operations for household hazardous waste roundups for cities and counties with previous employer.

TRAINING SUMMARY

Robert Boulware

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-04-05	8.0	HAZWOPER Refresher
12-22-03	8.0	HAZWOPER Refresher
8-8-03	4.0	Confined Space Training
12-31-02	8.0	HAZWOPER Refresher
7-11-02	2.0	Respiratory Protection Course
7-11-02	4.0	Permit Required Confined Space Training
4-19-02	8.0	HAZWOPER Refresher
12-2-01	8.0	HAZWOPER Refresher
9-10-01	24.0	Supervisor Training
6-23-01	4.0	Clandestine Drug Lab Compressed Gas Cylinder/Acid Gas Generators
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
5-7-99	8.0	RCRA Annual Training 40CFR 264/265.16
5-7-99	8.0	Injury and Illness Prevention Program Training

		Emergency Response, Evacuation, Spill-Prevention and Control and Countermeasures, TSCA Contingency Plan, RCRA Contingency Plan, TSDF Transportation and Handling Training
4-15-99	8.0	Emergency Response Refresher Training
2-23-99	8.0	RCRA/Contingency Plan Training, Site Specific
1-25-99	8.0	HAZWOPER Refresher
6-16-98	24.0	24-Hour Emergency Response Training
Completed		
2-26-94	4.0	Forklift Safety Specialists Industrial Lift Truck Safety Training
8-18-90	8.0	HazCat Chemical Identification System Basic Course
2-22-89	40.0	40-Hour HAZWOPER training, 29CFR 1910.120
Completed		

STAFF RESOURCE RESUME

Name: Edward Powell

CLASS C HAZMAT/TECHNICIAN

Staff Description Classification: Technician

Academic and Professional Degrees:

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Technician	8-93 to present
Supervisor: Robert Twineham		

Scope of Responsibilities:

Emergency Response person for implementation of the Department of Toxic Substance Control contract.

Lab packing various chemicals and hazardous waste

Confined space entry

Decontamination, demolition, remediation, plant closures

Preparation of hazardous waste for disposal, manifesting

Labeling, loading and completion of all necessary paperwork for hazardous waste removal

Underground storage tank cleanups and removals

Job duties relating to hazardous waste management and disposal

TRAINING SUMMARY

Edward Powell

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-04-05	8.0	HAZWOPER Refresher
2-27-04	2.0	Blood borne Pathogens Training
12-22-03	8.0	HAZWOPER Refresher
8-13-03	4.0	Forklift Safety Training
8-8-03	4.0	Confined Space Training
12-31-02	8.0	HAZWOPER Refresher
7-11-02	2.0	Respiratory Protection Course
7-11-02	4.0	Permit Required Confined Space Training
12-2-01	8.0	HAZWOPER Refresher
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
12-5-98	8.0	HAZWOPER Refresher
10-24-98	8.0	Hazardous Waste Driver Training
12-19-98	8.0	8 Hour Refresher Health and Safety Training
4-18-98	4.0	Respiratory Fit Test & General Awareness
12-19-97	8.0	HAZWOPER Refresher

6 –4-97	1.0	Defensive Driving, Spill Kits
5-19-97	4.0	First Responders Awareness Level
4-19-97	4.0	Drivers Responsibilities, Respirator Fit Test, Vacuum Truck Operation
2-24-97	1.25	Drum Handling, Equipment Decontamination
1-21-97	1.5	Adverse Weather Driving, Parking Trailers, Labeling Samples, Loading Drums
11-15-96	2.5	Permits/Registrations, Delivery of Bins, Personal Hygiene Evacuation Routes
11-13-96	8.0	HAZWOPER Refresher
10-24-96	2.0	Drum Marking and Labeling, Traffic Routes, Proper Use of Drum Dolly
10-10-96	8.0	Hazardous Waste Driver Training
9-17-96	2.0	Packaging of Broken Batteries New Regulations Pertaining to Drum Specifications
7-17-96	1.5	Installation of Bin Liners, Bulk Load Transportation
6-4- 96	1.75	Vehicle Inspection and Maintenance
5-1-96	8.0	Confined Space Entry Training
4-18-96	2.0	Driver Manuals, General Haz mat Knowledge Test, HM 181, Emergency Response Training
11-18-94	40.0	40-Hour HAZWOPER Training, 29CFR 1910.120

Completed

STAFF RESOURCE RESUME

Name: Michael McManama

CLASS A HAZMAT DRIVER/TECHNICIAN

Staff Description Classification: Technician

Academic and Professional Degrees:

El Rancho High School

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization Supervisor: Robert Twineham	Driver/ Technician	2-95 to present
Disposal Control Service/ Laidlaw Environmental	Driver/Technician	10-82 to 1-95

Supervisor: Pasquale Paduano

Scope of Responsibilities:

Hazardous waste driver of roll-off units, vacuum trucks and vans.

Oversaw and implemented Site Health and Safety Work Plans.

Prepare all appropriate paperwork for the legal transportation of hazardous waste (manifests, bills of lading, job orders, etc.)

Lab pack miscellaneous waste as directed by chemist and/or project manager.

Load and secure hazardous waste shipments for transportation to TSDF sites.

Obtain samples for laboratory analysis and/or pre-approvals.

Trouble-shooting and equipment maintenance.

TRAINING SUMMARY

Michael McManama

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-4-05	8.0	HAZWOPER Refresher
12-22-03	8.0	HAZWOPER Refresher
4-3-03	4.0	Confined Space Refresher
12-31-02	8.0	HAZWOPER Refresher
12-2-01	8.0	HAZWOPER Refresher
9-12-01	8.0	Hazardous Waste Driver Training
6-23-01	4.0	Clandestine Drug Lab Compressed Gas Cylinder/Acid Gas Generators
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
12-19-98	8.0	8 Hour Refresher Health and Safety Training
12-5-98	8.0	HAZWOPER Refresher
10-24-98	8.0	Hazardous Waste Driver Training
4-18-98	4.0	Respiratory Fit Test & General Awareness
12-19-97	8.0	HAZWOPER Refresher
8-9-97	4.0	Mock Spill, Roll-Off Truck Operations, Securing

		Loads Fork Lift Training
6–4-97	1.0	Defensive Driving, Spill Kits
5-19-97	4.0	First Responders Awareness Level
4-19-97	4.0	Drivers Responsibilities, Respirator Fit Test, Vacuum Truck Operation
2-24-97	1.25	Drum Handling, Equipment Decontamination
1-21-97	1.5	Adverse Weather Driving, Parking Trailers, Labeling Samples, Loading Drums
12-17-96	2.0	TSDF Lab Pack Procedures, Delivery of Bins
11-15-96	2.5	Permits/Registrations, Delivery of Bins, Personal Hygiene Evacuation Routes
11-13-96	8.0	HAZWOPER Refresher
10-10-96	8.0	Hazardous Waste Driver Training
5-1-96	8.0	Confined Space Safety for Supervisors, Entrants & Attendants
11-29-95	8.0	HAZWOPER Refresher
2-22-89	40.0	40-Hour HAZWOPER training, 29 CFR 1910.120'

Completed

STAFF RESOURCE RESUME

Name: Robert Napoles

DISPATCH/TECHNICIAN

Staff Description Classification: Laborer

Academic and Professional Degrees:

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Technician	9-97 to present

Supervisor: Robert Twineham

Scope of Responsibilities:

Load vehicles with supplies for hazardous waste operations

Prepare all appropriate paperwork for the legal transportation of hazardous waste (manifests, bills of lading, job orders, etc.)

Lab pack miscellaneous waste as directed by chemist and/or project manager.

Load and secure hazardous waste shipments for transportation to TSDF sites.

Obtain samples for laboratory analysis and/or pre-approvals.

Confined space entry, remediation work and plant closures

TRAINING SUMMARY

Robert Napoles

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-4-05	8.0	HAZWOPER Refresher
2-27-04	2.0	Blood borne Pathogens Training
12-22-03	8.0	HAZWOPER Refresher
9-9-03	4.0	Compressed Gas Cylinder Training
8-13-03	4.0	Forklift Safety Training
8-8-03	4.0	Confined Space Training
12-31-02	8.0	HAZWOPER Refresher
7-11-02	2.0	Respiratory Protection Course

7-11-02	4.0	Permit Required Confined Space Training
4-19-02	8.0	HAZWOPER Refresher
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher
12-4-98 Completed	40.0	HAZWOPER Health and Safety Training
12-4-98 Completed	24.0	HAZWOPER Emergency Response Training, First Responder Operations Level

STAFF RESOURCE RESUME

Name: Victor Luis Jr.

CLASS A HAZMAT DRIVER/TECHNICIAN

Staff Description Classification: Technician/Driver

Academic and Professional Degrees:

Relevant Work Experience:

Employer	Job Title	Dates
Industrial Waste Utilization	Technician/Driver	2-86 to present
Supervisor: Robert Twineham		

Scope of Responsibilities:

Hazardous waste driver of roll-off units, vacuum trucks and vans.

Oversee preparation of all appropriate paperwork for the legal transportation of hazardous wastes (manifests, bills of lading, job orders, etc.)

Lab pack miscellaneous wastes.

Obtain samples for laboratory analysis and/or TSDF pre-approvals.

Labeling, loading and completion of all necessary paperwork for hazardous waste removal.

TRAINING SUMMARY

Victor Luis Jr.

DATE	HOURS	TOPICS
11-15-06	8.0	HAZWOPER Refresher
12-4-05	8.0	HAZWOPER Refresher
1-23-04	8.0	HAZWOPER Refresher
1-24-03	8.0	HAZWOPER Refresher
12-2-01	8.0	HAZWOPER Refresher
9-12-01	8.0	Hazardous Waste Driver Training
6-23-01	4.0	Clandestine Drug Lab Compressed Gas Cylinder & Acid Gas Generator training, 29 CFR 1910.120
12-2-00	8.0	HAZWOPER Refresher
12-10-99	8.0	HAZWOPER Refresher

12-19-98	8.0	HAZWOPER Refresher
10-24-98	8.0	Hazardous Waste Driver Training
4-18-98	4.0	Respirator Fit Test & General Awareness
10-10-96	8.0	Hazardous Waste Driver Training
5-1-96	8.0	Confined Space Safety AFOSH 91-25, 29 CFR 1910-146
12-12-92	40.0	40-Hour HAZWOPER Training, 29 CFR 1910.120

Completed

References

Industrial Waste Utilization, Inc. is pleased to present a description of our qualifications to perform the Hazardous Waste Services. We will include relevant experience, and a list of current Federal, State and Local Contracts.

Industrial Waste Utilization, Inc. is a Prime Contractor on each project described below. Each site specific project includes; Project Location, Project Subject Matter, Project Title, Name of Project Manager, Regulatory agency if any, Client Reference, Contact Person, Phone number and address.

Key Employees

The key employees listed for the RTA contract perform identical functions for the following references.

California Department of Corrections

1515 S. Street, Room 415-S

P O Box 942883, Sacramento, CA 94283-0001

Contact: Tara Hollie

Phone 916-327-2176

Date: October 1, 2005 – September 30, 2007

(Prior contract: 1/04 – 9/05, 7/00 – 12/03)

Value: $12,000,000.00

Description of Services:

Industrial Waste Utilization, Inc. (IWU) is the current contractor for the California Department of Corrections Statewide Contracts for Hazardous Waste and Universal Waste. The contract states that IWU shall provide personnel, equipment, analytical tests, packaging materials, manifests, permits, transportation and all other supplies and or expertise necessary to properly identify, package, label, transport and dispose of hazardous waste materials from over thirty eight California Statewide Facilities. Services provided are for complete management of the Department of Corrections Hazardous Waste. Hazardous Waste Characterization Profiles are completed for continuous waste streams and one time only waste streams. They are re-certified on an annual basis.

One Project Manager has been assigned whose sole duty is to manage the Department of Corrections Contract. Initially a meeting was completed with all the Facilities Managers from California and IWU's representative to expedite the implementation of the contract.

Each location submits an inventory, which is submitted to IWU's Customer Service Department for approvals. The Project Manager is responsible to contact each location to assess their requirements. He is dispatched along with the driver to each location to manage the preparation, packaging, labeling, manifesting, transportation and disposal of hazardous waste from each of the facilities. Security clearance and background investigations may be necessary for each IWU employee on site. The Department of Corrections auditing staff successfully completed inspections of IWU's field offices.

Description of Waste picked up at over thirty-eight Correctional Facilities is as follows: Lab Packs: Corrosive, Oxidizing, Toxic, Organic, Inorganic, Flammable, Mercury and more. Bulk Drums: Activated Carbon Filters, Activator, Adhesives, Aerosols, Pesticides, Alkaline Batteries, Aluminum Sulfate, Ammonia Hydroxide Solution, Antifreeze, Aqueous Parts Washer, Asbestos, Commodity Pack Paint, Oil Filters, Flammable Rags, Floor Stripper, Gas/Diesel, Gel Cell Batteries, Hydrofluosilic Acid, Ink Oil Based, Latex Paint, Lead Acid Batteries, Mercury Switches, Lead/Asbestos Putty, Mixed Oils, Photo Chemicals, Naphtha, Ni Cad Batteries, Non-PCB Ballast, Non-RCRA Solids, Oil Based Paint, Paint Booth Filters, Paint Chips Debris, Paint Thinners, Perchloroethylene Sludge, Petroleum Distillates, Stoddard Solvent, Lead, Self Defense Canisters and more.

City of Burbank Public Works

275 East Olive Avenue

Burbank, CA 91510-6459

Contact: Bill Taylor

Phone 818-238-5050 Fax 818-238-5457

Date: 1-1-98 to present

Description of Services:

Industrial Waste Utilization, Inc. has been the hazardous waste contractor for the City of Burbank for nine consecutive years. Services provided are for complete management of the cities Hazardous Waste. Hazardous Waste Characterization Profiles are completed for continuous waste streams and one time only waste streams. They are re-certified on an annual basis.

IWU notifies the City of Burbank to let them know it is time for the scheduling of a pickup. The Project Manager is dispatch to assess the waste requirements. Upon completion of the inventory the Project Manager submits the inventory to the Customer Service department. Customer Service prepares the Lab Pack inventory by breaking down the inventory by hazard class. Inventory sheets are submitted to the Generator for his signature on the profiles of Lab Packs or any new or expired profiles. The profiles are submitted to the TSDF for their approval. Once the approvals are in place the Project Manager informs the Generator and scheduled the pickup. All the necessary equipment and materials are loaded onto the vehicles. IWU prepares all the Manifest, Labels and

LDR's for the Generator. The driver is dispatch along with a Project Manager to the location of the waste.

The waste is then prepared for shipment. Lab Packaging is completed on site and the drums are removed with the other waste material. Waste types include: Water Based Paint, Oil/Absorbent, Water/ Oil/ Grease/ Dirt, Oil Based Paint, Toner Solution, Alkaline Detergent, Motor Oil, Lead Acid Batteries, Vacuum Pumping of Sumps, Lab Packs, Paint Chips With Lead, Oily Rags, Aerosols, Naphtha Solvent, Transformers, Cooling Tower Water Sludge, Boiler Water Sludge, Clarifier Sludge, Non-PCB Capacitors and Turpentine and Oil.

No overruns or under runs, completion delays performance problems and terminations have occurred with this contract.

California State University, Long Beach

1250 Bellflower Blvd

Long Beach, CA. 90840-0123

Contact: George Alfaro

Phone 562-985-2378

Date: August 2000 – August 2007

Description of Services:

Industrial Waste Utilization, Inc. (IWU) is the hazardous waste contractor for California State University, Long Beach. The contract states that IWU shall provide personnel, equipment, analytical tests, packaging materials, manifests, permits, transportation and all other supplies and or expertise necessary to properly identify, package, label, transport and dispose of hazardous waste materials from both the CSU, Long Beach Campus Sites. Services provided are for complete management of the Universities Hazardous Waste. Hazardous Waste Characterization Profiles are completed for continuous waste streams and one time only waste streams. They are re-certified on an annual basis.

Project Managers and technicians are dispatched to the University for Inventory of all hazardous chemicals at the various sites throughout the campus. Once the inventories are completed, they are submitted to Customer Service for characterization and profiling. Once profiles are completed and signed by the University, they are then forwarded on to the TSDF for approvals. Approvals are completed and the Project Manager and Technicians are dispatched along with all the necessary equipment to package the material

into D. O. T. approved containers. Lab Packs and bulking of various chemicals are completed on site. Preprinted Labels, Manifests and all the necessary paperwork is prepared by IWU. Containers are then loaded into the Hazardous Waste Licensed Vehicles by trained employees and transported to the TSDF. Certificates of Recycling and Destruction are sent to the University. In 2001 we performed several special service orders. 1. Recycling/Disposal for a complete retrofitting of all PCB light ballasts and fluorescent tubes throughout the campus. 2. Contaminated Soil remediation, transportation and disposal. 3. Removal and disposal of lead contaminated doors.

Description of Waste picked up at the University: Lab Packs: Corrosive Liquid, Acidic, Organic, Oxidizing Solid, Toxic Solid, Inorganic, Self-Heating, Para formaldehyde, Diethyl Ether, Diethyl amine, Sodium Hydrosulfite, Trichloroacetic Acid, Caustic Alkali Liquid, Organic Peroxide, Mercury. Bulk Drums: Chlorinated Oil, Oil Filters, Latex Paint, PCB Ballast, Fluorescent Tubes, Friable Asbestos, Mixed Acids with Heavy Metals, Isopropanol, Potassium Hydroxide, Ammonium Thiosulfate, Diesel Fuel, Refrigeration Oil, Brake Fluid, Mastic Remover/Debris, Oil Absorbent, Photo Waste Bulk: Oil/Water.

FEDERAL PERMITS

US EPA - Notification of Hazardous Waste Activity (California)

US Department of Transportation - Hazardous Materials Certificate

US Department of Transportation - Safety Rating

STATE PERMITS

Department of Toxic Substances Control – Transporter Registration

Department of California Highway Patrol – Hazardous Material Transportation

Department of California Highway Patrol – Certificate of Achievement

Department of Motor Vehicles - Motor Carrier Permit

California State Board of Equalization – International Fuel Tax

California State Board of Equalization - Seller's Permit

State of California Contractors State License Board - General Engineering

State of California Contractors State License Board – Hazardous Certification

Nevada Highway Patrol – HazMat Registration

Arizona Department of Revenue – Business License

Arizona Department of Environmental Quality-Special Waste Facility ID Number

COUNTY PERMITS

County of San Bernardino – Hazardous Waste Generator

County of San Bernardino – Hazardous Material Handler

CITY PERMITS

City of Montclair -- Business License

City of Los Angeles – Business Tax

INSURANCE

Certificate of Insurance

MCS-90 Endorsement

State of California Certificate of Worker's Compensation Insurance

FACILITY LIST

FACILITY NAME & TYPE	ADDRESS	CONTACT NAME	TELEPHONE NUMBER	EPA NUMBER
Azusa Land Reclamation	1201 W. Gladstone Azusa, CA 91702	Leigh Ann Cullen	562-985-3099	CAD009007626
Crosby & Overton	1630 W. 17th St. Long Beach, CA 90813	Michelle Dagampat	562-432-5445	CAD028409019
Demenno Kerdoon	2000 N. Alameda Street Compton, CA 90222	Kathy Demenno	310-537-7100	CAT080013352
Earth Protection Services	2821 E. Philadelphia Ontario, CA 91761	John	909-773-1139	CAR000107656
Kinsbursky Brothers	1314 N. Lemon Street Anaheim, CA 92804	Todd Coy Paul Schnieder	714-738-8516	CAD088504881
La Paz County Landfill	26999 Hwy. 95 Mile Post 128 Parker, AZ 85344	Julie Stairs	928-916-1253	AZC950823111
Lighting Resources	1522 E. Victory, Ste 4 Phoenix, Az., 85040	John Chilcot	800-572-9253	AZD983476680
Pacific Resource Recovery	3150 E. Pico Blvd. Los Angeles, CA 90023	Kirk Waldorf	800-499-7145	CAD008252405
AA Sydcol	1925 S. Factor Ave. Yuma, Ax,85365	Dennis Rosengren	928-783-3676	AZR000501510
U.S. Filter	5375 S. Boyle Ave. Vernon, CA 90058	Rhonda Biedermann	323-277-1500	CAD097030993
U.S. Ecology	Hwy 95 @ 11 miles S. of Beatty Beatty, NV 89003	Dana Sullivan	775-553-2203	NVT330010000

PERMITS/LICENSE/CERTIFICATIONS
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9, H-2-1
75 HAWTHORNE STREET
SAN FRANCISCO, CA 94105

EPA RCRA ID NUMBER STATEMENT

DATE: 04/04/97

DAVID ALLOY, VICE PRESIDENT
INDUSTRIAL WASTE UTILIZATION
5601 STATE ST
MONTCLAIR , CA 91763

The U.S. Environmental Protection Agency (EPA) has updated the information for your installation under the EPA Identification (ID) Number already assigned to your location (see below). EPA has updated the information according to your EPA Notification of Regulated Waste Activity Form (Form 8700-12) received from your installation on 03/31/97.

By submitting the Form 8700-12, your installation has notified EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

The following RCRA ID Number: CAD980585293
is assigned to: INDUSTRIAL WASTE UTILIZATION
5601 STATE ST, MONTCLAIR CA

EPA has listed your status as: Transporter.

Installation's EPA waste codes:

NONE

RCRA waste codes submitted on Form 8700-12: (Note: Not every waste code your installation submitted on Form 8700-12 may fit in the space above).

PLEASE SEE THE REVERSE FOR ADDITIONAL INFORMATION ON RCRA ID NUMBER POLICY

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

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: INDUSTRIAL WASTE UTILIZATION INC
Attn: ROBERT TWINEHAM
5601 STATE ST
MONTCLAIR, CA 91763

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: 072706 550 083O **Issued: 07/27/2006** **Expires: 06/30/2007**

Record Keeping Requirements for the Registration Program

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

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

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

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

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

U.S. Department of
Transportation
**Federal Motor
Carrier Safety
Administration**

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

December 19, 2005

In reply refer to:
Your USDOT No.: 216689
Review No.: 430840/CR

CHARLES TEMPLER
PRESIDENT
INDUSTRIAL WASTE UTILIZATION INC
5601 W STATE ST
MONTCLAIR CA 91763

Dear CHARLES TEMPLER:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on December 12, 2005. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
1325 J STREET, SUITE 1540
SACRAMENTO, CA 95814
Telephone No.: 916-930-2760

Charles A. Horan, III
Director, Office of Enforcement and Compliance

Department of Toxic Substances Control

Dan Skopec
Acting Secretary
Cal/EPA

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

INDUSTRIAL WASTE UTILIZATION, INC.
5601 STATE STREET
MONTCLAIR, CA 91763

TRANSPORTER REGISTRATION NUMBER: 816

EXPIRATION DATE: May 31, 2007

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

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

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

MAY 31 2006

(DATE)

Printed on Recycled Paper

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

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

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
178491	94570	2/22/2007		3/31/2008

CHP CARRIER NUMBER	LOCATION		
CA 546		☐ Duplicate	☐ Replacement
		☐ Initial	☑ Renewal

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

INDUSTRIAL WASTE UTILIZATION, INC.

LICENSEE NAME AND MAILING ADDRESS

INDUSTRIAL WASTE UTILIZATION, INC.

5601 STATE STREET
MONTCLAIR CA 91763

ATTENTION: ROBERT TWINEHAM

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

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

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

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $ 2,000.00. (CVC Section 23112.5)

CALIFORNIA HIGHWAY PATROL

hereby awards this

Certificate of Achievement

to

INDUSTRIAL WASTE UTILIZATION INC

5601 STATE ST
MONTCLAIR, CA 91763

4 Consecutive Satisfactory Ratings
Since JULY 22, 1996

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

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

2-16-07

COMMISSIONER

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CHP 341 (11-93) OPI 062

5

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

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

06/01/2006

INDUSTRIAL WASTE UTILIZATION INC
5601 STATE ST
MONTCLAIR, CA 91763

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

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH
P.O. BOX 932370 Sacramento, CA. 94232-3700

Valid From:	06/01/2006	**Valid Through:**	05/31/2007
CA#:	**0000546**		

INDUSTRIAL WASTE UTILIZATION INC
5601 STATE ST
MONTCLAIR, CA 91763

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

For Hire
Full Year
Corporation

Pmt Date:	05/31/2006	Office #:	154
Account #:	11671	Tech ID:	MW
Sequence #:	0003	Amt Paid:	$403.75

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

. ATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
PROPERTY AND SPECIAL TAXES DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0065
916-322-9669 • FAX 916-323-4404
www.boe.ca.gov

BETTY T. YEE
Acting Member
First District, San Francisco

BILL LEONARD
Second District, Sacramento/Ontario

CLAUDE PARRISH
Third District, Long Beach

JOHN CHIANG
Fourth District, Los Angeles

STEVE WESTLY
State Controller, Sacramento

RAMON J. HIRSIG
Executive Director

INDUSTRIAL WASTE UTILIZATION INC.
P.O. BOX 7115
LA VERNE CA 91750

Account: IF MT 59007399
Valid: January 01, 2007
Expires: December 31, 2007
Decal Number(s): 713080 - 713086

Dear IFTA Licensee:

Enclosed are your International Fuel Tax Agreement (IFTA) credentials which include an IFTA license and IFTA decals. Your credentials are valid for the period shown above unless canceled, suspended, or revoked prior to the expiration date.

IFTA License
Please verify the information printed on your license. If you find a mistake, contact our office immediately so that we may send you a corrected license. **You must photocopy the license and carry a copy in each qualified motor vehicle that you operate in IFTA jurisdictions.**

IFTA Decals
One set of decals is enclosed for each qualified motor vehicle that you operate in IFTA jurisdictions (based on the decal order and fees paid with your application). The decals are not vehicle-specific. You may use any set of decals on any of your qualified motor vehicles.

You must place one decal on each side of the vehicle's cab (in the lower, rear corner). For buses, please attach one decal on each side, no further back than the rear of the driver's seat, at eye level from the ground. Before applying the decals, clean the surface and dry thoroughly. The decals must be applied to a clean, smooth, wax-free surface at moderate temperature. Peel the decals from the paper backing and rub firmly until all air bubbles and wrinkles are removed and the edges are sealed. **Do not place your new IFTA decals over your prior year's decals.**

NOTE: An interstate carrier who operates a qualified motor vehicle in IFTA jurisdictions without valid IFTA credentials (a copy of your IFTA license and current decals attached to the vehicle, or an IFTA temporary permit) or a valid fuel trip permit may be subject to citations and/or fines. You may also be required to purchase fuel trip permits to travel into or through each member jurisdiction. The penalty in California for failure to carry valid IFTA credentials or a fuel trip permit is at least $100, but may be the greater of 25% of the amount of tax determined to be due or $500. Your vehicle may be seized and will not be released until you pay all tax, penalty, interest, and costs incurred in connection with the impound and storage of the vehicle.

If you have any questions, please call the Fuel Taxes Division at 916-322-9669 or Information Center at 800-400-7115, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Time).

STATE BOARD OF EQUALIZATION

Fuel Taxes Division

Enclosures

INTERNATIONAL FUEL TAX AGREEMENT (IFTA) MEMBER JURISDICTIONS

Your Year 2007 International Fuel Tax Agreement credentials (license and decals) are valid in the following member jurisdictions as of January 01, 2007

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Canadian Provinces

Alberta
British Columbia
Manitoba
New Brunswick
Newfoundland
Nova Scotia
Ontario
Prince Edward Island
Quebec
Saskatchewan

NON-IFTA JURISDICTIONS:

Your credentials are not valid in jurisdictions that are not members of the International Fuel Tax Agreement (IFTA). You must continue to follow the procedures and file the fuel tax returns required by the following non-IFTA jurisdictions:

United States:	Canada:	Mexico:
Alaska	Yukon Territory	All states
Hawaii	Northwest Territory	Federal District
District of Columbia	Nunavut	

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

ACCOUNT NUMBER

01/85 SR EHA 23-837579

INDUSTRIAL WASTE UTILIZATION INC
5601 STATE STREET
ONTARIO CA 91762

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

STATE BOARD OF EQUALIZATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELLED BUT IS NOT TRANSFERABLE

Not valid at any other address

BT-442-R Rev. 9 (1-83)

DISPLAY CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH ISSUED

86 42257

STATE OF CALIFORNIA

Contractors State License Board

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

INDUSTRIAL WASTE UTILIZATION INC

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

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Witness my hand and seal this day,
November 2, 2006

Issued August 8, 1996

Stephen P. Sands
Registrar of Contractors

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

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

725948

License Number

(REV. 7-01) OSP 05 90638

AUDIT NO. 393943

State Of California

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

State of California Department of Consumer Affairs

License Number **725948**

Entity CORP

Business Name INDUSTRIAL WASTE UTILIZATION INC

Classification(s) A HAZ

Expiration Date 08/31/2008

CSLB

Alliance for Uniform HazMat Transportation Procedures
Uniform Program Credentials

ALLIANCE
For Uniform
HAZMAT
Transportation
Procedures

INDUSTRIAL WASTE UTILIZATION, INC.
5601 STATE STREET
MONTCLAIR CALIFORNIA 91763

USDOT Census #: 216689
ICC #:
EPA Transportation Ids: CAD980585293
Intrastate Motor Carrier #:

Phone Number to call in case of an accident or emergency: 909-984-9984

Uniform Program ID: UPM-216689-NV

Certified By: Donna Chappel

Issuance Date: January 10, 2007 **Expiration: December 31, 2007**
Issuing Agency: Nevada Highway Patrol

Agency Phone Number: (775) 684-4622

NEVADA HIGHWAY PATROL

COUNTY OF SAN BERNARDINO
CERTIFIED UNIFIED PROGRAM AGENCY
ANNUAL PERMIT

INDUSTRIAL WASTE UTIL
5601 STATE ST
MONTCLAIR, CA 91763-9176

This Unified Permit is hereby issued to:
INDUSTRIAL WASTE UTIL
5601 STATE ST
MONTCLAIR, CA 91763-0000

Permit is issued to Facility: FA0003943 for a period not to exceed one year from effective date.

Effective Date: 11/1/2006 Expiration Date: 10/31/2007

Permit Number	Program Element	Related ID
PT0004014	4202 HAZMAT HANDLER 0-10 EMPLOYEES (W/GEN PF	PR0004639
PT0004015	4410 GENERATOR - 0-10 EMPLOYEES	PR0004640

Pat A. Dennen, Fire Chief/Fire Warden

THIS PERMIT IS NOT TRANSFERABLE AND IS ISSUED CONDITIONALLY
UPON ADHERENCE TO THE REQUIREMENTS LISTED ON THE BACK OF THIS PERMIT.
THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

12-20962-638 Rev. 9/06

CITY OF MONTCLAIR
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

BUSINESS LICENSE CERTIFICATE

CODE	LICENSE NO.
RET.42	13477

EXPIRATION DATE
7/27/2007

OWNER NAME DAVID H. ALLOY
CHARLES M. TEMPLER

BUSINESS ADDRESS INDUSTRIAL WASTE UTILIZATION
5601 STATE ST
MONTCLAIR, CA 91763

NAME INDUSTRIAL WASTE UTILIZATION

MAILING ADDRESS 5601 STATE ST
MONTCLAIR, CA 91763

NOT TRANSFERABLE
NOTE: THIS DOCUMENT MUST BE POSTED IN A CONSPICUOUS PLACE.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ISSUED: 03-15-97 0

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
059189-89	L	196	BUSINESS TAX MISC. TRUCKING	08-01-94

ISSUED TO

INDUSTRIAL WASTE UTILIZATION INC
5601 STATE ST
MONTCLAIR CA 91763

ISSUED BY:

Elias Martinez

CITY CLERK

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS – ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012

FORM 2000 (rev 11/93)

IMPORTANT - READ REVERSE SIDE

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2126-0074

Issued to INDUSTRIAL WASTE UTILIZATION, INC. of 5601 STATE STREET, MONTCLAIR, CA 91763

Dated at GLENDALE, CA this 23RD day of MARCH, 2007

Amending Policy No. BAP 3983416-05 Effective Date 03/22/07

Name of Insurance Company Zurich American Insurance Company

Telephone Number (818) 500-4700, Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☒ 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 $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 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 ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions 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.

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.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

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 Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

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 the 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 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.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (in interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of 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 49 CFR 173.403.	5,000,000
(3) For-hire and Private (in interstate or foreign commerce; in any quantity) or (in intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (in interstate or foreign commerce).	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 Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2007

PRODUCER (949) 851-8800 FAX (949) 851-8802
GSM Insurance Services
Lic. #0D15612
30 Corporate Park #307
Irvine CA 92606

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance	16535
INSURER B: Steadfast Insurance	26387
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Industrial Waste Utilization, Inc.

5601 State Street
Montclair CA 91763

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	GL03986468-05	3/22/2007	3/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90	BAP3983416-05	3/22/2007	3/22/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	SE05243474-03	3/22/2007	3/22/2008	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9032614-00	1/1/2007	1/1/2008	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B		OTHER Contractor's Pollution and Professional Liab	PEC3986465-05	3/22/2007	3/22/2008	1,000,000 Ea Loss 1,000,000 All Losses	

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

The general liability policy includes the certificate holder as additional insured with regard to work performed by or on behalf of the Named Insured where required by written contract. 10 day notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER

Sample Certificate
For Bid Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Thomas Smith/TJS

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Industrial Waste Utilization, Inc.

Quality Control
and
Operational Procedures

Revised January 2007

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DRIVER/EMPLOYEE RULES

1. Determine at the time you are dispatched what equipment is required.

2. Before leaving yard check your truck paperwork for a current vehicle registration, hazardous waste permit, DOT tank exemptions, proof of insurance cards and fuel permits. These papers should be maintained in a folder located in each power unit and attached to trailer units either at front of unit or landing gear.

3. Driver will insure that along with their personal equipment, a copy of the Standard Operating Procedures Handbook, with spill contingency plan, will be kept in the cab of the truck at all times.

4. Perform services in accordance with dispatcher's instructions and directions. Always make sure the job supervisor is satisfied prior to leaving job site.

5. Check in with the dispatcher at the completion of each job.

6. Report any irregularities encountered in the performance of services and all comments from anyone - good or bad.

7. It shall be the responsibility of every driver to make sure the truck is completely functional before leaving for a generator's facility or job site.

8. Driver must contact the dispatcher by phone prior to leaving generator's facility to obtain clearance of manifest.

9. Driver shall report to generator's facility or job site at time specified by dispatcher.

10. Driver shall call dispatcher twice a day. Once first thing in the morning and once in mid to late afternoon to report location and any problems.

11. Driver shall call dispatcher immediately when a breakdown is incurred so that delivery times may be rescheduled if necessary.

12. Upon completion of job, driver shall turn in all properly completed paperwork including: Hazardous Waste Manifest properly signed-off, service orders (delivery receipts), vehicle mileage reports, driver's daily logs/inspection report.

13. Drinking or ingesting any intoxicating fluids or drugs on the job is prohibited and driver will be dismissed.

DRIVER/EMPLOYEE RULES

Page Two

14. Driver's are expected to operate company vehicles in accordance with all federal, state and local laws and regulations. Violations such as brakes out of adjustment, improper turning, speeding, unsafe lane changes, or vehicle overloads will not be company responsibility.

15. The driver's room, adjacent to the business office, is provided for your use during any non-duty time spent at the office. **DRIVERS WILL NOT LOITER** in offices, which keeps other employees from carrying on their assigned duties.

16. **COURTESY!** Repeat business from our customers is the life blood of our existence, and this repeat business assures each of you a better than average standard of living. You, the driver, are our most important representative to the customer. The manner in which you perform your duties, your attitude on the job, and most important of all, the remarks you make may make the difference in continuing to get this repeat business.

7-5-92	Section (3) of Driver/Employee Rules amended to include spill contingency plan to be maintained in truck.
7-13-92	Section (2) of Driver/Employee Rules amended to include alternate location for truck permits and registration.
4-23-95	Section (14) of Driver/Employee Rules amended to include operate company vehicles in accordance with all federal, state and local laws and regulations. Violations such as brakes out of adjustment, improper turning, speeding, unsafe lane changes or vehicle overloads will not be company responsibility.

PROFILES, RECORDS AND REPORTING

I. PROFILE PROCEDURES

Customer Service is responsible for waste data collection, completion of profiles and communication with the generator.

1. The generator initiates waste request for profiling with Customer Service representative.

2. Customer Service verifies with the generator waste streams to be profiled and acceptable disposal facilities.

3. Completed profiles will be reviewed and certified by the generator and reviewed by the Customer Service Manager.

4. Completed profiles will be maintained within the IWU computer system and hard-copies filed per generator.

II. SERVICE ORDER (JOB SUPPLY/WORK PERFORMED)

1. Fill out service orders as completely as possible.

2. Turn in service orders promptly at the end of each day.

3. Indicate any delay time and the reason for such on the Driver's Inspection Report/Daily Log.

4. Obtain a signature on service order at the generator's facility or job site to indicate demurrage incurred.

Service orders will be reviewed on a daily basis by the Operations Manager.

III. DRIVER'S LOG & INDIVIDUAL VEHICLE MILEAGE RECORD

1. Driver's logs shall be maintained as per Federal Motor Carrier Safety Regulation.

2. All significant events of the day must be logged on the log sheet, (i.e., start time, at customer's site, leaving customer's site, arrival and departure at disposal facility, delay time, etc.). Pull over at every 100 miles or two (2) hours for load and truck inspection. Pull overs on some jobs will be predetermined.

3. Completion of the Driver's Log is imperative since it will be used as backup for all customer invoices.

4. Logs will be submitted at completion of each day.

Driver's Logs will be reviewed on a daily basis by the Operations Manager.

IV. PROCEDURE AT DESIGNATED DISPOSAL FACILITY

Log both waiting and disposing time on Driver's Inspection/Log Sheets.

1. Enter disposal facility.
2. Drop off sample and manifest.
3. Proceed to disposal staging or cell area.
4. Don respirator as required.
5. Report to office and pickup copy of manifest.
6. Make entries on your log sheet.
7. Call into office when unloaded.
8. Depart disposal facility, proceeding to next pick-up if necessary.

V. HAZARD CATEGORIZATION

All persons responsible for the categorization of hazardous materials have received carefully regulated training for correct hazard assessment. Training is provided from the initial training session throughout an employee's career with IWU. All personnel are kept up to date on all changes affecting hazard categorization.

Use of Hazcat Chemical Identification System:

Use of this product requires the handling of hazardous substances including caustics, oxidizers, acids, flammables, explosives and poisonous chemicals and compounds. Under no circumstances should be product be used except by qualified trained personnel, and not until all the instructions, labels and other literature accompanying this product have been carefully read and understood. Use of this product by unqualified personnel may result in personal injury or death.

Read and understand all applicable federal, state and local environmental health and safety laws and regulations, and insure that you are in complete compliance with said laws and regulations before and during the use of this product.

The manual and the material safety data sheets which accompany this kit must be read by the user to insure proper and safe use of the identification system, and to insure familiarity with proper treatment and safety procedures in the event of an accident.

Do not remove, cover or alter any label on this equipment or on any chemical container.

Prevent build-up of fumes and vapors. Open all doors and windows and use in well cross-ventilated areas. Avoid breathing chemical fumes and vapors. Breathing fumes or vapors is hazardous and may result in personal injury and/or death.

Operation of this kit requires use of open flames. Do not use in explosive or flammable atmospheres.

Avoid getting chemicals in eyes or on skin. Chemicals may cause severe burns to skin and eyes. If chemicals get in eyes or on skin, wash with copious amounts of water for at least 15 minutes. Consult MSDS and contact physician immediately. Always wear eye protection (such as goggles), chemical resistant gloves and chemical resistant clothing when handling chemicals.

Do not use chemicals which are discolored or have otherwise altered in appearance (e.g.-a solid which has become a liquid)

Never add water to an unknown material. Always add acid to water. Never add water to acid as an explosion my result, causing personal injury or, in some case, death.

Never directly sniff an unknown material. This is especially important if the material is fuming.

Keep all unknown substances away from sparks or open flames.

Do not eat food, drink beverages or smoke while handling any chemicals or using this product. Ingestion of chemicals may result in personal injury or death.

Always keep the unknown material away from water, reagents, or other unknowns.

Always consider that a material may have more than one hazard categorization. If the material is still unknown at the end of the test procedure, make sure that you have done a ph test, a combustibility test, an oxidizer test and a peroxide test.

Bulk Truck Sampling Method

Upon arrival, IWU personnel will inspect the manifest to establish the waste stream profile number. The profile will then be viewed to verify approved status and appropriate safety gear required for sampling.

The sampler will then wear the appropriate safety gear to include tyvek suit, respirator, goggles, gloves, and boots.

The sampler will obtain a representative sample from top to bottom of the tank by suing a colowasa. This sample will then be place into a sample container and distributed for testing. A chain of custody must be filled out and signed.

SAFETY

I. PERFORMANCE OF WORK ON COMPANY PREMISES

Only authorized employees on the company payroll and/or firms and their agents engaged to perform a service for the company, will when required and authorized, engage in the performance of labor or services on company premises.

Visitors to the company are not to engage in the performance of work or services without prior clearance of any authorized representative of the company.

II. SAFETY

The elimination of accidents is vital to everyone and to the public interest. Accidents produce economic and social loss, impair productivity, generate inefficiency, and retard the advancement in the standards of living.

The safe worker is the best safety device known. You cannot expect to work daily and be free from accidents and injury unless you are a safety conscious worker. The prevention of accidents is your first responsibility to yourself, to the company, and to the environment.

You, as an employee of Industrial Waste Utilization, Inc. will need to recognize and help prevent accidents, regardless of work area (i.e., office, job site, etc.).

It is possible to set forth only the more general safety rules in this booklet because each of our operations presents its own different problems. The objective of these instructions is to assist you in preventing accidents and what your responsibilities are, such as accident reporting and from whom to get the right information to perform your job safely.

III. SAFETY REGULATIONS

1. Before you start work, you may be instructed by the dispatcher or office manager about the general safety requirements for the work you will be performing. He may also inform you of hazards that may be present, and instruct you on how to work safely when possible hazardous exist. If you have any questions about the safe way to do your job, be sure to ask the dispatcher or office manager.

2. Safety policies set forth in this booklet, others adopted as the job progresses, company policies, and state and federal safety regulations will be enforced consistently.

3. Some of your work may involve exposure to toxic, corrosive, or flammable materials, and conditions that could become hazardous if all safety rules and regulations are not followed. Never take a chance when you are unsure about safe conditions; always contact the dispatcher or office manager.

4. Seat belts must be worn when driving for Industrial Waste Utilization, Inc. The driver must require passengers to use them also.

5. Practical joking, scuffling, or horseplay of any kind is strictly prohibited while on the job site.

6. Appropriate hearing protection must be worn in areas where signs are posted warning of excessive noise levels.

7. Under no circumstances are firearms, alcoholic beverages, or illegal drugs permitted.

8. Wear PVC type gloves when loading and unloading.

9. Report any condition that may cause injury to you or others.

10. Do not smoke while loading or unloading, except in designated smoking areas. Do not open tarp on truck with a lit cigarette.

11. Do not smoke around storage tanks, pumps, loaded rigs or drilling rigs.

12. When advised, wear safety glasses and/or face shields and goggles while loading, unloading or working with chemicals, liquids and other hazardous materials.

13. Wear half-face respirator while dumping load, unless otherwise advised by dispatcher, office manager or facility supervisor.

14. Beards and excessive facial hair are not allowed, because of respirator face sealing requirements. For this reason, you may be required to shave.

15. Backing up accidents are one of the most common, if no one is present to guide and assist you, park and look about as many times as are necessary, do not back into any uncertainty.

16. Following too closely also creates many rear end accidents. Look ahead, and drive accordingly to traffic conditions. Remember that there should never be any excuse for driving unsafely.

17. Drivers will observe all posted speed limits.

18. All rules and procedures established by owners and/or operator, of properties/facilities will be followed.

IV. ACCIDENT REPORTING

1. If any collision occurs or accident while operating Industrial Waste Utilization Inc.'s vehicles or equipment, whether any personal injury or property damage is apparent, a complete report shall be made immediately.

2. Secure the names of witnesses to any accident, names of passengers, license numbers, and all other information requested on accident reports, inclusive of names of police officers making the investigation. Use the insurance form at the back of each vehicle handbook.

3. Every injury sustained on the job must be reported at once to dispatcher or office manager.

4. If you damage any company property or property of others while at work or know of damage incurred by another employee, make sure the dispatcher or office manager is aware of this damage immediately.

V. SAFETY PRECAUTIONS

All injuries to employees of Industrial Waste Utilization, Inc. or people associated with our work are to be immediately reported to dispatcher or office manager, regardless of severity. To avoid injuries, the following personal safety conduct should be practiced:

1. Wipe petroleum product off the skin promptly and then wash thoroughly with soap and water.

2. Wash corrosive products and chemicals off skin immediately. Continue flushing with cold water but report any incident immediately. All incidents where corrosives have come in contact with the eyes or the skin should be referred to a physician even when immediate injury seems slight.

3. Clothes that are saturated with petroleum products and chemicals are a fire hazard and may cause serious skin irritations. Remove them promptly, bathe and change to clean clothing.

4. While loading products, avoid breathing fumes. Stay up-wind from the vehicle.

5. Wear non-slip type work shoes and overshoes. Tennis shoes or equivalent will never be worn on the job, steel-toed shoes are mandated.

6. Watch your step and walk carefully at all times.

7. When inflating tires, protect your body by standing aside, with your face turned away from the tire.

8. When lifting heavy objects, be sure to lift with the legs and not the back. Bend the knees and keep the back straight so as to avoid strain.

9. Never use gasoline or other low flash products for cleaning purposes. Flammable vapors from these products can cause serious fires and injuries.

10. Report all unsafe equipment or conditions to the dispatcher or office manager immediately.

VI. PERSONAL PROTECTIVE EQUIPMENT

1. Industrial Waste Utilization, Inc. will supply, maintain, and issue personal protective equipment. Said equipment shall be used to comply with state and federal regulations and when required by company policy.

2. All employees shall wear and use this equipment as instructed and know its limitations.

3. Personal protective equipment may include, but not be limited to the following:

   * Hard Hats

   * Safety glasses, goggles, and face shields

   * Protective clothing, boots and gloves

   * Respiratory protection

4. Receipt of protective equipment will be acknowledged in writing by the employees. If the equipment is lost or damaged due to negligence, the employee will be required to replace at his own expense.

VII. SAFETY TRAINING

1. Safety training and instructions will be a regular part of the office managers functions as necessary to meet the demands of each job.

2. All drivers are required to attend and successfully complete all Driving and Safety Seminars conducted by state certified instructors and training classes performed by Industrial Waste Utilization, Inc.

VIII. OPERATOR OF EQUIPMENT

1. Operators must have a valid Class A licensed with Hazardous Material endorsements. A record of this license must be maintained on file with this company, and any restrictions or cancellation of said license reported immediately.

2. Operators are required by law to have a physical exam including drug testing on file with the company, and same must be renewed when company deems necessary. The physical exam and drug testing will be at the expense of Industrial Waste Utilization, Inc.

3. Check in and out with dispatcher twice daily, at the beginning and the end of each day.

4. Posted speed limits are to be observed at all times. This also applies on job site and private property roads.

5. Attendance to Duties: Under no circumstances will operator absent himself from the immediate vicinity of his truck while loaded, loading, or unloading. Unnecessary damage has resulted in the past from failure of drivers to stay with their equipment.

6. Spills: If a spill is made at any locations, it is to be cleaned up immediately. If materials are not readily available to clean up properly you are to immediately notify the dispatcher on duty by telephone so that proper steps may be taken to give you help and material as may be necessary. All spills must be reported in writing to dispatcher or office manager within five (5) working days.

8-19-98 Vacuum Truck Driver Assistant

When a vacuum truck is being operated with **250 feet** or more of hose extended or a driver is unable to **see the back of the vacuum truck**, a driver assistant technician should be included on the job.

8-19-98 Vacuum Truck Kolmar Soap & Water Job

When a vacuum truck is being operated at Kolmar pumping their soap and water mixture, the driver must be aware that this load may foam over the dome and through the scrubber. The driver must take precautions to pump slowly and check the load when the tank is half filled to prevent a spill situation.

6-16-94 Safety glasses, Tyvek suits and or rubber apron will be worn while loading and unloading waste or virgin chemicals.

TRAINING PLAN

I. PERSONNEL TRAINING PREREQUISITES

All operations personnel are trained according to 29 CFR 1910.120 and 8 CCR 5192 requirements in the safe and proper handling of hazardous wastes. All personnel are trained, equipped and fitted with respirators. Monthly safety meetings are held to update any necessary training, discuss safety issues and inspect each employees' personel safety equipment.

Training record review	Operations Manager
Safety equipment inspection	Operations Manager
Safety Meeting	Operations Manager

II. HAZARDOUS WASTES DEFINITIONS

GENERATOR - any person, company organization, local, state or federal agency which creates or produces a hazardous waste. When discussing DOT regulations and hazardous materials, we use the descriptive phrase - shipper.

TRANSPORTER - any person, company, organization or agency which accepts for transportation any material which meets the definition of a hazardous waste.

TREATMENT, STORAGE OR DISPOSAL FACILITY (TSDF) - that facility which has received either an interim status permit, or permanent permit, from EPA, to engage in the act of treating, storing, or disposing of any regulated hazardous wastes.

HAZARDOUS WASTES - a material is a hazardous waste if:

1. It appears on one of the lists of hazardous wastes in Part 261 of CFR 40.

2. Is a mixture containing one of the listed materials.

3. Is not listed, but is a material which meets one of the characteristic definitions below.

IGNITABLE WASTES - any liquid or solid waste which has a flash point less than 60° C (140° F).

CORROSIVE WASTES - any liquid or solid waste that has a pH of 2 or less, or 12.5 or greater, or one that will corrode steel at a rate exceeding 0.250 inches per year at a test temperature of 55° C (130° F).

REACTIVE WASTES - any liquid or solid waste which is:

1. Normally unstable and readily undergoes violent change without detonation.

2. Will react violently with water or air.

3. Forms a potentially explosive mixture when mixed with water.

TOXIC WASTES - there are three (3) types of toxic wastes:

1. EP Toxic
2. Toxic
3. Acute Toxic

III. TRANSPORTER'S RESPONSIBILITIES

1. EPA IDENTIFICATION NUMBER - any company involved in any way with hazardous wastes systems must have a number. This number will be used by all the transporter's terminals, rail yards, docks or airports.

   INDUSTRIAL WASTE UTILIZATION, INC.: CAD980585293

2. THE MANIFEST SYSTEM - the manifest system developed by the EPA serves as a tracking document and enables the EPA to determine the status of each hazardous waste shipment.

   The manifest forms contain at least six copies, at least parts of which must travel with the waste shipment until arrival at the proper TSDF.

   After the manifest has been properly completed and signed by the generator, the transporter signs the manifest and picks up the shipment. The generator keeps one copy and the transporter keeps the remaining copies with the shipment until delivery at the TSDF.

   If the shipment will be interlined by the generator it must supply an additional copy of the manifest for the interlining carrier. If the originating transporter caused the waste shipment to be interlined, the transporter is then obligated to supply the additional copy.

   Upon reaching the TSDF, the transporter delivers the waste and two copies of the manifest. The transporter must obtain the signature of the TSDF representative and retains one copy on file for at least three years. One copy is maintained on file at the TSDF for at least three years. Only upon receipt of this signed fourth copy may the generator close its file on that shipment.

   Transporters picking up hazardous wastes must be sure the document offered by the generator includes the following information:

   a. Manifest Document Number - must appear at top of form.

b. Generator information - name, address, phone number, and generator's EPA Identification Number.
c. Transporter Information - name, EPA Identification and phone number.
d. TSDF information - name, facility address, phone number and EPA Identification Number.
e. Description section - transporter must be careful to be sure the waste is described properly. He should ensure the DOT and EPA proper shipping name, hazard class and ID number is the same as that on the label of each container.
f. Unit count, volumes and abbreviations - transporter must carefully count the number of pieces and ensure proper abbreviations are used for container type and volume measure.
g. Special handling and additional information sections - provide for special instruction such as "Protect from Heat".
h. Generator's certification - verification that the shipment described is in proper condition for the transportation to a TSDF. Must reflect a true signature and legible printed/typed name. Must be dated effective the date of pickup.

The Uniform Manifest is being used throughout the United States. Some states, however, do have their own manifest with state information included.

a. If the state to which the shipment is manifested supplies the manifest and requires its use, then the generator must use that manifest.
b. If the state to which the shipment is manifested does not supply the manifest, but the state in which the generator is located supplies the manifest and requires its use, then the generator must use that state's manifest.
c. If neither the state to which the shipment is manifested nor the state in which the generator is located supplies the manifest, then the generator may obtain the manifest from any source.

12-15-96

Shipping Documents

The Operations Assistant prints and packages all pickup-related paperwork for the drivers; i.e., manifests, bills-of-lading, Land Disposal Restriction Forms, drum labels. This individual has received manifest training per 49 CFR 172.704. The paperwork is reviewed by the Operations Manager on a daily basis before the driver receives it. The incoming paperwork is also reviewed each morning by the Operations Manager prior to sending the packet to the billing department.

Invoices

1. The billing department receives paperwork from the Operations Manager.
2. Work orders are matched with an internal copy.
3. Actual quantities picked up and supplies delivered are input into the IWU computer system.

4. Signed off manifest copies are received and matched to packet after material is delivered to the disposal facility.
5. Certificates of disposal/recycling are requested of the disposal facilities.
6. Once all the CD's are received, the invoice packet is given to the Office Manager for review.
7. After the invoice is approved, the original is mailed with the backup documentation.

IV. OPERATIONAL REVIEW OF COMPLETED ORDERS AND ASSOCIATED PAPERWORK

1. Dispatch will collect all paperwork from the previous day at the beginning of the morning shift.
2. Paperwork will be segregated into the various operational facets for review.
3. The review will include completeness of manifest, comparison of manifest with completed work order, completed land disposal restriction forms and examination of the work order remarks section.
4. All drivers' logs, vehicle inspection reports and IFTA mileage logs will be reviewed for completeness.
5. Any abnormalities will be reported immediately the Operations Manager or Head of Operations. Contract related issues will be reported to the Contracting Officer.
6. Completed work order packages will be handed to the billing department after review. Complete packages will include original work order, copies of manifests and all associated log sheets.

Manifest Examples

Lab Packs

Section 14. Unit Wt/Vol	Write down weight in lbs. (P) (Do not list gallons)
Section 15.	Check container size, change if necessary

Example 11a. Container size: 55 gal
11b. Container size: 30 gal

Liquid waste in drums

Section 13. Total Quantity	Write down actual gallons in container
Section 15.	Note container size

Example 1 Section 13. 00053 G
Section 15. Container size: 55 gal

Example 2 Section 13. 00005 G
Section 15. Container size: 15 gal

Types of Containers

Section 12. Container Type — Same waste stream, different types of containers - make a separate line item for each type of container with complete shipping information

Example Oil/absorbant waste - 12 poly drums & 2 steel drums
11a. 012 DF
11b. 002 DM

Example Debris waste - 2 cubic yard boxes & 2 steel drums
11a. 002 CF
11b. 002 DM

STATES SUPPLYING THE UNIFORM HAZARDOUS WASTE MANIFEST OR HAVING SPECIAL MANIFESTING REQUIREMENTS:

Arkansas, California, Connecticut, Delaware, Illinois, Indiana, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, and Wisconsin.

3. PLACARDING - every motor carrier handling hazardous materials or wastes is responsible for seeing that every unit is properly placarded at all times when required by regulations.

TABLE 1 (*ANY Amount*)

Category of material (Hazard class or division number and additional description, as appropriate)	Placard name	Placard design section reference

1.1	EXPLOSIVES 1.1	172.522
1.2	EXPLOSIVES 1.2	172.522
1.3	EXPLOSIVES 1.3	172.522
2.3	POISON GAS	172.540
4.3	DANGEROUS WHEN WET	172.548
5.2 (Organic Peroxide, Type B, liquid or solid, temperature controlled)	ORGANIC PEROXIDE	172.552
6.1 (PG I, inhalation hazard only)	POISON INHALATION HAZARD	172.555
7 (Radioactive Yellow III label only)	RADIOACTIVE [1]	172.556

[1] RADIOACTIVE placard also required for exclusive use shipments of low specific activity material in accordance with 173.425(b) or (c) of this subchapter.

TABLE 2 *(Any Amount)*

Category of material (Hazard class or division number and additional description, as appropriate)	Placard name	Placard design section reference
1.4	EXPLOSIVES 1.4	172.523
1.5	EXPLOSIVES 1.5	172.524
1.6	EXPLOSIVES 1.6	172.525
2.1	FLAMMABLE GAS	172.532
2.2	NON-FLAMMABLE GAS	172.528
3	FLAMMABLE	172.542
Combustible liquid	COMBUSTIBLE	172.544
4.1	FLAMMABLE SOLID	172.546
4.2	SPONTANEOUSLY COMBUSTIBLE	172.547
5.1	OXIDIZER	172.550
5.2 (Other than organic peroxide, Type B, liquid or solid, termperature controlled)	ORGANIC PEROXIDE	172.552
6.1(Other than inhalation hazard, Zone A or B)	POISON	172.554
6.2	(None)	.....
8	CORROSIVE	172.558
9	CLASS 9 (See 172.504 (f) (9))	172.560
ORM-D	(None)	.....

ORM-E - materials may or may not need to be placarded depending on whether or not they meet the definition of a particular DOT hazard class. Should they be required, the generator will be responsible for supplying the proper placards for the transporter.

* If you are involved in the shipment of any regulated PCB contaminated materials you will need to placard any cargo body containing PCB materials with the EPA PCB label or for bulk liquid shipments the applicable DOT placard and PCB label.

*Hazard class tables updated 1-04.

A vehicle containing two or more classes of hazardous materials which require different placards may be placarded DANGEROUS in the place of the separate placarding specified for each class.

Placards must be placed on all four sides of the unit. The front placard may be placed either on the cab or on the front of the cargo body. Placards must be placed at least three inches from all other markings. When more than one placard is required, the placards must be placed adjacent to each other.

Remove all placards when hazardous materials have been off loaded.

BATTERY IDENTIFICATION NOTES

Gel cells are lead acid batteries. They are sealed and rechargable.
Ni-cad batteries plug in. They have flat connectors and industrial versions are alkaline.
Zinc carbonaire with mercury have black tops and are alkaline (ph 14)
Household batteries are alkaline.
Lithium batteries are marked "lithium".
Nickel/iron batteries are marked "Edison"
Primary batteries are non-rechargable. Alkaline or lithium based.
Secondary batteries are rechargable and could be acid or alkaline.

DRIVERS RESPONSIBILITIES - PLACARDING

Gain complete understanding of any hazardous material either to be loaded on his vehicle or to be picked up during run.

If hazardous materials or wastes are loaded: visually verify proper type and placement of placards.

If hazardous materials or wastes are to be picked up: verify type and quantity or required placards.

Prior to leaving terminal, make certain placards required in cases of mixed loads and/or multiple placard requirements have been furnished.

Affix placards to the vehicle as each hazardous shipment requiring placards is loaded.

Remove placards after materials have been off-loaded.

In cases of unanticipated pick-ups of hazardous wastes or quantities of materials larger than anticipated, CALL YOUR DISPATCHER prior to accepting the shipment.

When placarded:

Make a full stop at uncontrolled railroad crossings.

Do not park within five (5) feet of a traveled portion of a public street or highway.

When fueling, the engine must be off and the driver or attendant must stay at the nozzle.

The vehicle must be attended when stopped on a street, highway, or road shoulder.

Drivers not carrying Explosives 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 may leave the vehicle, so long as they leave their packet of bills either on the driver's seat or in the pouch on the inside of the driver's door.

4. SHIPPING PAPERS - during transportation, shipping papers for all hazardous materials must be accessible in case of accident or for inspection by authorities.

   a. Shipping papers may be carried separately from all other papers.
   b. If hazardous materials shipping papers are carried with other papers, they must be conspicuous by appearing first or by being distinctively tabbed.
   c. When the driver is at the wheel, the papers must be within his reach when restrained by a seat belt, readily visible to a person entering the cab, or in a container affixed to the inside of the driver's side door.
   d. When the driver is not at the wheel, the papers must be left on the driver's seat or in container on door.

DRIVER RESPONSIBILITIES - SHIPPING PAPERS

If unanticipated hazardous materials or wastes are offered for shipment, contact the dispatcher before accepting shipment.

Make sure the shipping papers contain complete information regarding description of shipment, proper shipping name, proper hazard class, proper ID number, quantity/weight of shipment, and exception information, if an exception has been taken.

In cases of waste shipments, be sure all the necessary generator, transporter, TSDF information is on the hazardous waste manifest.

Get proper signature on certification. EPA provides that all signatures on hazardous waste manifest must be true signatures.

Verify at time of pickup that shipping papers are for items indicated in advance by your dispatcher.

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During transportation of hazardous materials, place shipping papers in location prescribed by regulations. A copy of the emergency guidebook must be kept in association with shipping papers (manifests) at all times.

5. MARKING - it is the responsibility of the shipper to properly mark each package of hazardous materials offered for transportation.

DRIVER RESPONSIBILITIES - MARKING

Make certain each package of hazardous materials is marked appropriately.

a. Name
b. Durable markings on contrasting background, in English, unobscured.
c. Special markings, such as "This End Up", as appropriate.
d. Drum lids should be marked with manifest number and TSDF initials.

Be sure that "Hazardous Waste Label" appears on each container of a waste shipment.

IF IN DOUBT regarding markings on a load you are to sign for, CALL YOUR DISPATCHER before you accept shipment. If you accept an improperly marked load, you and the shipper can be held liable for violations of DOT regulations.

If special markings such as "This End Up" or "Store in Cool Place" are on packages, make certain such shipments are stored as specified when loading on vehicle.

6. LABELING

Diamond shaped labels on a package or container generally indicates the package or container contains a hazardous material.

It is the responsibility of the shipper to insure that all shipments offered for transport are properly labeled.

DRIVER RESPONSIBILITY - LABELING

Ensure that each package in the shipment has a proper label. Do not accept packages with torn or otherwise damaged labels.

Verify that labels match the description provided by your dispatcher. If not, CONTACT YOUR DISPATCHER before accepting the shipment.

Make certain the entry of "Limited Quantity" on shipping papers matches the non-labeled packages on the shipment and the information provided by you dispatcher.

If you have any questions regarding the way the shipment is labeled, DO NOT ACCEPT THE SHIPMENT until your questions have been answered. Remember, if you accept an improperly labeled shipment, you, your company, and the generator may be held liable for the violations.

7. HANDLING

Loading hazardous materials is a critical part of the overall handling of these materials. Errors in judgment made during loading can have serious consequences for both personnel and the shipment itself.

It is important for the transporter and the driver to be aware of the proper loading procedures and regulations so as to ensure the safety and security of the load.

Guidelines for loading hazardous materials:

a. Some hazardous materials cannot be loaded or stored in the presence of other types of hazardous materials.
b. Foodstuffs, feeds, or edible material intended for consumption by humans or animals CANNOT be loaded on the same vehicle with CLASS 6.1 POISONS, or vehicles used to transport hazardous waste.
c. A cargo heater that burns with an open flame CANNOT be used on a vehicle that is carrying flammable material. The only approved heater is an approved CATALYTIC HEATER. When an approved heater is used, it must be lit in an open area and placed into the trailer only after the open flame has disappeared.
d. SMOKING IS NOT PERMITTED within 25 feet of any vehicle being loaded or unloaded with hazardous materials, or when driving a placarded unit.
e. If damaged or leaking containers/packages are discovered upon loading, DO NO LOAD these containers/packages.
f. To avoid breakage and damage, hazardous materials/wastes should be handled carefully and cautiously. Do not bump, drop, or jar hazardous materials. Handle in accordance with any special markings such as "This Side Up", etc.
g. Do not allow packages/containers to get wet.
h. Avoid friction. Do not move by dragging or pushing.
i. Secure tanks, barrels, drums and cylinders against movement within the vehicle and against each other.
j. Carboys, wet storage batteries and containers of acid, if loaded by hand, must be HANDLED INDIVIDUALLY.
k. Storage batteries must be loaded so they do not circuit.
l. Loose cylinders must be loaded in a secure upright position.
m. Verify both numbers and types of items loaded with shipping papers.
n. Block and secure all materials loaded.
o. Make certain unit is blocked or choked during loading and unloading.
p. Report all problems to the dispatcher or office manager AS SOON AS THEY HAPPEN. Do not be responsible for allowing a LITTLE PROBLEM TO TURN INTO A BIG ONE.

For the safe unloading of hazardous materials, specific methods must be followed.

As soon as a shipment containing hazardous materials arrive at its location, the responsible supervisory person must be notified at once.

Make certain unloaded hazardous materials are stored in a proper location. For the motor carrier this means either loading and outbound unit right away, or storing the materials in an authorized location on the dock. Make certain dock supervisory personnel know exactly where the shipment of hazardous materials has been stored.

Hazardous materials always should be stored in a location not subject to intense traffic (either of people or machinery). This will reduce chances for a potentially dangerous accident.

No matter how well a container of hazardous materials is emptied, there is always a small amount of residual lingering in the bottom. For this reason, "empties" must be given the same cautious handling as any other hazardous material shipment.

Leakers can also present problems. The basic rule applying to leakers is thus: a shipper may not offer nor may a carrier accept a leaking container for transportation.

If a carrier arrives at the consignee's dock with a leaker, problems can arise.

1. The consignee can take the leaker and repair it.
2. The consignee can refuse to accept the leaker which forces the driver to remove, repair, or dispose of the leaker.

Hazardous wastes cannot be stored at a generator's facility more than 90 days unless a permit has been granted.

8. CONTAINERS AND PACKAGING

All materials designated as hazardous materials must be shipped in DOT approved packaging.

It is the responsibility of the shipper to make certain that all hazardous materials are shipped in containers and packages that comply with DOT regulations.

DRIVER RESPONSIBILITIES - CONTAINERS AND PACKAGING

Before accepting the shipment, check each package to determine if it is in proper condition for transportation and that no damaged or leaking containers or packages are accepted.

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Inspect all containers for performance packaging markings. Department of Transportation regulated materials or wastes must be shipped in containers with these markings. (See packaging definitions)

All empty containers once containing extremely hazardous waste or materials must be triple rinsed and marked either with "XXX" or a "Triple Rinsed" sticker.

PERFORMANCE PACKAGING MARKING

SINGLE PACKAGING/COMPOSITE PACKAGING EXPLANATIONS

LIQUIDS

United Nations Symbol	Packaging Code	Performance Level	Specific Gravity	Hydrostatic Test Pressure	Year of Manufacturing	County of Author	Name of Manufacturer ization□	Registration □ Number

Note: A single or composite non-bulk packaging which is tested and marked for liquid hazardous materials may be filled with a solid hazardous material to a gross mass, in kilograms, not exceeding the rated capacity of the packaging in liters, multiply by the specific gravity marked on the packaging.

i. when Packaging Group I packagings are used for Packing Group II materials, a 1.5 times the calculated gross mass is permitted.
ii. when Packaging Group I packagings are used for Packing Group III materials, a 2.25 times the calculated gross mass is permitted.
iii. when Packaging Group II packagings are used for Packing Group III, a 1.5 times calculated gross mass is permitted.

SOLIDS

United Nations Symbol	Packaging Code	Performance Level	Gross Weight kilogram	Solids	Year of Manufacturing	Country of Authorization	Name of Manufacturer	Registration Number
UN	1A2	/X	250	/S/	92/	CAN/	+AJ	0000

Packaging Code	Designates the type of packaging and material of construction. A letter "W" will appear after the code when the packaging requires approval. A letter "V" will designate "variation packaging.
Performance Level	Identifies the performance standard of the package: X - For packagings meeting Packing Group I, II, and III tests. Y - For packagings meeting Packing Group II and III tests. Z - For packagings meeting Packing Group III tests.
Specific Gravity	Maximum specific gravity of product permitted. When the specific gravity designation is missing the maximum permitted gravity is 1.2.
Gross Weight	Maximum gross mass in kilograms.
Hydrostatic Pressure	Test pressure in kilopascals.
S	Solid or combination packaging designation.
Year of Manufacture	Last two digits of year of manufacture. Plastic drums and jerricans (1H and 3H) must also be marked with month of manufacture.
Country Code	Country designation code where the marking is authorized.
Name of Manufacturer	Name and address or authorized symbol of packaging manufacturer or certification agency.
Minimum Thickness	For metal or plastic reusable drums or jerricans or the outer packaging of a composite packaging, the minimum thickness of the packaging material in millimeters (mm).
Month and Year	The month and last two digits of the year of reconditioning.
R	Designation for reconditioned packagings.
L	Designation for reconditioned packagings that have passed the leafproofness test.

Packaging Code
1A1 Steel Drums, non removable head
1A2 Steel Drums, removable head
1B1 Aluminum Drums, non removable head
1B2 Aluminum Drums, removable head
1D Plywood Drums
1G Fibre Drums
1H1 Plastic Drums, non-removable head
1H2 Plastic Drums, removable head

3A1 Steel Jerricans, non-removable head
3A2 Steel Jerricans, removable head
3H1 Jerricans, non-removable head
3H2 Jerricans, removable head
4A1 Steel Boxes
4A2 Steel Boxes with Inner Liner or Coating
4B1 Aluminum Boxes
4B2 Aluminum Boxes with Inner Liner or Coating
4C1 Wooden Boxes, ordinary
4C2 Wooden Boxes, siftproof walls
4D Plywood Boxes
4F Reconstituted Wood Boxes
4G Fibreboard Boxes
4H1 Plastic Box, expanded
4H2 Plastic Boxes, solid

5H2 Woven Plastic Bags, siftproof
5H3 Woven Plastic Bags, water-resistant
5H4 Plastic Film Bags
5L2 Textile Bags, siftproof
5L3 Textile Bags, water resistant
5M2 Paper Bags, multiwall, water resistant

Composite Packaging
6HA1 Plastic receptacle with outer steel drum
6HA2 Plastic receptacle with outer steel crate or box
6HB1 Plastic receptacle with outer aluminum drum
6HB2 Plastic receptacle with outer aluminum crate or box
6HC Plastic receptacle with outer wooden box
6HD1 Plastic receptacle with outer plywood drum
6HD2 Plastic receptacle with outer plywood box
6HG1 Plastic receptacle with outer fibre drum
6HG2 Plastic receptacle with outer fibreboard box
6HH1 Plastic receptacle with outer plastic drum
6HH2 Plastic receptacle with outer solid plastic box

Procedure for Drum Scale Weights

Items requiring weights will be:

Any material billed to generator or to IWU by the pound

1. Items will be highlighted on handwritten work order with fluorescent pink pen.
2. Items will be highlighted on driver's copy of computer-generated work order.
3. Driver will apply a fluorescent spot with spray paint on all drums requiring a scale weight.
4. Night crew will weigh all drums with spot and log weights. At the end of the shift, log will be placed in the basket.

III. LOADING PROCEDURES

A. Vacuum Truck

1. Inspect tank for cracks, holes or any evidence of leakage from a previous load.
2. Inspect gate valves and hoses for complete functionality (i.e., valves completely open and close securely and hose fittings and caming devices create a snug fit.)
3. When pumping material or off loading, driver must maintain visual contact with gates valves. If this is not possible arrangements for a helper must be requested.
4. When pumping is complete, maintain vacuum so each section of hose can be voided of all material.
5. Before vehicle is moved, be sure all valves are closed, valve caps are in place and cammed down and valve locks are in place.

6. Insure vehicle has appropriate placards in place.
7. Check load security every 100 miles or 2 hours.

B. Flat Bed

1. Inspect trailer - ensure no holes are present and remove auxiliary nails from floor of trailer.
2. If required, install spill pans.
3. Insert side kits.
4. Inspect all containers prior to loading for leaks and proper labeling.
5. After loading, secure load as required.
6. Tarp load as required.
7. Check load security every 100 miles or 2 hours.

C. Vans

1. Inspect trailer and be sure overpack drum with spill kit is loaded.
2. Inspect all containers prior to loading for leaks and proper labeling.
3. After loading, ensure load is properly secured with drum retainer, or as may otherwise be required.
4. Install spill pan water-tight gate and secure in place.
5. Check load security every 100 miles or 2 hours.

IV. DRIVING WITH HAZARDOUS WASTES ONBOARD

All common, private and contract carriers are required to follow certain procedures any time these wastes have been introduced onto a public highway, or have left a rail yard, airport or vessel dock.

Private carriers need to remember that once their vehicle enters a public highway, or public access, all the regulations apply also.

A. THE DRIVER AND HIS VEHICLE

Only drivers who qualify under federal motor carrier safety regulations may operate vehicles containing hazardous wastes and materials. The vehicle used in the transport of these materials must also meet federal requirements.

Complete DOT pre-trip inspection must be made prior to any trip.

Tires must be inspected at the beginning and end of every trip. Tires must be inspected every two (2) hours or 100 miles, whichever comes first. Required placards must be affixed prior to the moving of the vehicle.

B. THE DRIVER WITH HAZARDOUS WASTE/MATERIALS ONBOARD

Driver must be familiar with the route (may be specified by the dispatcher). Avoid tunnels, crowds, narrow streets and narrow roads. If required, follow the route designated by dispatch (compliance with contracts, local municipal regulations, etc.)

Each driver must determine the class of the wastes and check the Uniform Hazardous Waste Manifest to see that they are correct. The shipping papers for the waste shipment should be on top of all other documents or distinctively tabbed.

Shipping papers, including the Hazardous Waste Manifest, must be within reach when the driver is restrained by a seat belt, or in a container affixed to the inside of the driver's door.

When placarded, make a full stop at all uncontrolled railroad crossings.

12-15-96
Drivers are required to install containment dikes at the end of each trailer after any quantity of the waste is loaded.

12-15-96
Tote or portable tanks must be secured within the trailers utilizing E-Trac and straps. Load locks are not sufficient!

12-15-96
In the event of an accident, a information package is provided and must be filled out as completely as possible. If a camera is provided, take as many pictures as possible of the accident scene.

12-15-96
Verify consignee's name and address on each package in the shipment.

12-15-96
Verify that number of packages on shipping papers matches number actually being shipped.

PORTABLE TANK LOADING/UNLOADING PROCEDURE

SECTION (A) LOADED VEHICLE PRECAUTIONS

Loaded Vehicle Check List:

1. Appropriate numbered placards attached to vehicle, if applicable.

2. Tanks secured to bed of truck utilizing safety straps.

3. Valves on tanks are secure (includes bottom valves and valves located at top of tanks).

4. Supplies are secured in rear of truck.

5. Sample jars and sample tube should be located behind driver seat.

6. Appropriate manifest for waste on truck and manifests for individual pick-ups should be included with paperwork.

SECTION (B) UNLOADING LIQUID WASTES

Loading/Unloading Procedures:

1. Locate liquid waste tank(s) then stage diaphram pump and compressor next to tank for pump out into totes.

2. Make sure tote tanks for transfer are secured and all valves are closed.

3. Hook up all compressor lines and vacuum hoses to diaphram pump.

4. Attach hose to valve of liquid waste tank, then place discharge hose into tote tank(s). Open valve on tank, then open pump valve and compressor valve.
5. Fill tote(s) leaving enough head-space to clear hose of product and leave 4 to 5 inches of head space in tote tank(s).
6. Close both valves at tank, then clear hose of product into tote(s). (Disconnect hose from tank).

POLY TOTE TANK
LOADING/UNLOADING PROCEDURE

LOADING

Load tanks from the front of the trailer to the rear of the trailer.
Load tanks so the long side of each tank is against the wall of the trailer.

Load tanks so they are positioned them one across from the other before moving toward the rea.
If all 5 tanks are loaded, the fifth tank will be located toward the very back of the trailer without an opposing tank.
Use a pallet jack to position the tanks against the wall of the traler.
Use pallet jack from short length of tank for better mobility.
Leave pallet jack on trailer.
Strap each tank to side of trailer using 2 straps per tank for top and bottom.
Load M4 pump.
Load 1- ½ inch hose.
Load extra top of tank the
Load Compressor (rental unit, IWU compressor is too small).

UNLOADING

Use pallet jack from short side of tanks to maneuver them for off load at facilities.

DRUM MARKING EXAMPLES

CROSBY & OVERTON	- Waste stream number, manifest number, manifest section number, C&O initials.
DK ENVIRONMENTAL	- Waste stream number, manifest number, manifest section number, DKE initials.
DEMENNO KERDOON	- Waste stream number, manifest number, manifest section number, DK initials.
EARTH PROTECTION SERVICE	- Waste stream number, manifest number, manifest section number, EPSI initials.
FRS	- Waste stream number, manifest number, manifest section number, FRS initials.
KINSBURSKY BROTHERS	- Waste stream number, manifest number, manifest section number, Kins initials.
PACIFIC RESOURCE REC.	- Waste stream number, manifest number, manifest section number, PRR initials.
PHILIP	- Waste stream number, manifest number, manifest section number, Rho-Chem initials. **(See Lab Pack Abbreviation Sheet)**
U.S. ECOLOGY	- Waste stream number, manifest number, USE initials.
U.S. FILTER	- Waste stream number, manifest number, manifest section number, USF initials.

DRUM MARKING NOTES

1. Do not place hazardous waste labels over existing labels.

2. All existing labeling must be obliterated before application of our new labeling.

3. Be sure hazard class labels are placed on point.

Rho Chem Abbreviations
Using a red drum crayon or paint pen, write the drum hazard abbreviation on the lid, followed by the drum number within the Hazard Class. Use the following abbreviations.

Hazard Class	Abbreviation
Flammable Liquid	FLLP
Flammable Solid	FS
Oxidizer	OX
Organic Peroxide	OP
Acid	CA
Alkaline	CB
Poison	6.1
Non-RCRA	NR
Flammable Poison	3 (6.1)
Poison Flammable	6.1 (3)
Dangerous When Wet	DWW
Class 9 Material	9

For example, if there were two Corrosive Acid drums ready for shipment, one would be CA-1 and the other would be CA-2.

On inventory packaging lists, use the following abbrevations:

Container type*	Container size*
P1 = plastic	P = pound
P1/T = Plastic Tube	Oz = ounce
G1 = glass	gr = gram
Cb/Bx = Cardboard Box	Gal = Gallon
Cb/T = Cardboard Tube	Pt = pint
M = metal	Qt = quart

* other combinations of the above may arise (ex: M/Bx, G1/T)
** place any numbers before the size as needed (ex: 6 Oz, 5 Gal)

SPILL CONTINGENCY PLAN
HIGHWAY HAZARDOUS WASTE TRANSPORT

I. EMERGENCY ACTION: In the event of an on-the-road spill or other emergency, the driver will follow these procedures:

a. Remain with the unit and warn all pedestrians and motorists to stay away from the spill area, pointing out to them the danger involved and have someone call the police or fire department.

b. Upon the arrival of the police or fire department, the driver will inform them of what kind of material has been spilled and request the area to be blocked off to both pedestrians and vehicles to prevent property damage or any serious personal injury.

The driver will request the first responder, fire or police personnel, to protect the area while the driver reports to an Emergency Coordinator (listed below in the order of calling):

Dispatcher

Local Number: (909) 984-9984
National Watts: (800) 238-8357

Name: Robert Twineham Home: (909) 899-1511

Facility Manager

Name: Charles Templer

c. The Emergency Coordinator will gather the following information from the driver and relay it to the National Response Center and the Department of Public Safety.

1. Name of person reporting the incident.

2. Name, address, and I.D. Number of the transporter.

3. Phone number where person reporting can be reached.

4. Date, time, and location of the incident.

5. The extent of injuries, if any.

6. Classification, name and quantity of hazardous materials/wastes involved, if such information is available.

7. Type of incident and nature of hazardous materials/waste involved and whether a continuing danger exists at the scene.

8. For each waste product involved provide:

   a. Name and I.D. number of generator.
   b. Product shipping name, hazard class, and I.D. number (UN or NA number).
   c. Estimated quantity of materials spilled.
   d. If possible, the extent of contamination to land, water or air.

9. Shipping name, hazard class, and I.D. number of any other material carried.

EMERGENCY RESPONSE AGENCIES

U.S. National Response Center	(800) 424-8802
	(202) 426-2675
U.S. Coast Guard, Washington, D.C.	(202) 267-2229
CHEMTREC	(800) 424-9300

d. Specific action to be taken in proper protective equipment at the scene of the spill are:

1. Containment: The critical problem is to prevent the escape of any spilled liquid or solid into the ground or into the storm of sanitary sewer. A barrier must be erected immediately to prevent escape of spilled materials/waste liquids, using whatever material is at hand, even a dirt curb to prevent spreading of the spill, containment of solids will be dependent on wind and weather conditions, use the tarpaulin in the vehicle, or visqueen in spill kit or available at most supply stores, if conditions are wet and windy.

   Simultaneously, the source of the spill or leak must be located and controlled (e.g., a drum plugged to taped, or turned upside down).

   The possibility of evacuation should be considered in the event of a major spill (e.g., a collision with another vehicle or a loaded trailer that has turned over, with subsequent container(s) rupturing. Major concerns involve ignitable wastes that may catch fire and possibly explode or generate toxic fumes. If fire threatens or actually occurs, personnel should be evacuated a distance of at least a half-mile as recommended by the Emergency Response Guidebook. If no fire threatens, and no container(s) have ruptured, a distance of 50-100 feet should suffice.

   If the shipping description is known (refer to the manifest) find the name in your Emergency Response Guidebook in the blue pages and turn to the corresponding Guide Number on the top of the orange page (last 1/3 of book).

If the shipping description is not known check the placard on the vehicle for a "UN or NA" number, look up the number in the yellow pages and refer to the corresponding Guide Number; or contact the generator of the waste for safety data.

2. Cleanup: With containment effected and the spillage source controlled, cleanup is the next step. If the spill is contained on an impervious paved surface, material should be absorbed onto a compatible material (e.g., sand, diatomaceous earth). Any of a number of commercial absorbent inert materials may be used, but make sure they are compatible with the waste and will not cause a reaction. If the spillage has reached earth, all contaminated dirt should be collected into drums or bags for disposal at an EPA approved site.

   If any spilled waste has reached the ground, the contaminated soil will be removed. The extent of contamination will be determined by sampling the spill area. The sample will be analyzed by a qualified laboratory. Sampling techniques, chain-of-custody requirements, and analytical methods will follow approved procedures such as those outlined in EPA SW-846. Any soil exhibiting contamination above the local background level will be removed to an appropriate permitted landfill.

   In addition to contaminated absorbents, dirt or the like as noted above, damaged containers also present a disposal problem. Special recover/overpack drums (oversized metal drums) will be used for containing damaged drums. Disposal will be at an approved site.

II. EMERGENCY EQUIPMENT: Each tractor carries the following emergency equipment, stored in a sturdy aluminum box or overpack drum:

* Gloves
* Goggles
* Tyvek Suit
* Hazorb
* Shovel
* Boots
* DOT Emergency Response Guidebook
* Skin & Eye Neutralization Solution
* Emergency Reflective Triangles (3)

Each tractor also carries:

* First Aid Kit
* Ten (10) pound ABC fire extinguisher

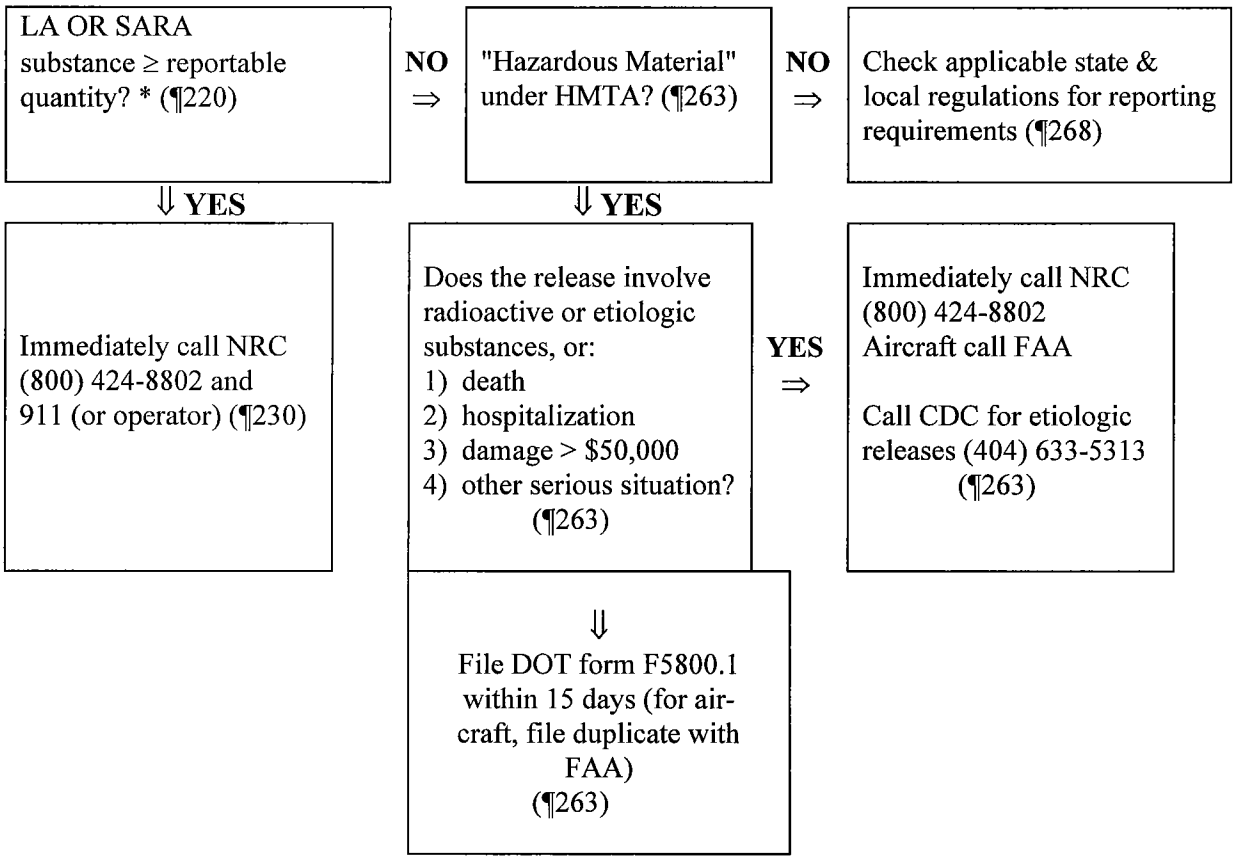
III. FOLLOW-UP PROCEDURES: Two steps remain once the immediate emergency aspects of a spill have been taken care of:

a. Decontamination: A truck or trailer exposed to a spill or leak will be decontaminated at the site in order to prevent any further release to the extent that it can be transported (or move under its own power) to an authorized facility capable of further decontamination, if necessary.

Equipment will be decontaminated in the following manner: Each item used will be placed in an open head container and thoroughly rinsed with a compatible solvent or cleaning compound. The residue or wash water will then be drained into a tight head container, sealed, and disposed of in accordance with Federal and State Regulations at an authorized disposal site.

Contaminated clothing will be placed with the clean up residue and disposed of in accordance with Federal and State Regulations at an authorized disposal site. If clothing is reusable, then it will be decontaminated properly and the residue added to the other waste.

SPILL REPORTING PROCEDURES



File detailed written report with the
California Highway Patrol,
Motor Carrier Section,
P.O. Box 942898,
Sacramento, CA 94298-0001

* **A small number of hazardous substances listed in 49 CFR § 172.101 have RQs which vary from those set by EPA due to the lag in conforming the DOT list to the EPA list.**

EMERGENCY RESPONSE TELEPHONE NUMBERS

CHEMTREC-CHEMICAL TRANSPORT EMERGENCY CENTER WASHINGTON D.C. (800) 424-9300

FEDERAL

COAST GUARD (CAPTAIN OF THE PORT, LONG BEACH)	(213) 590-2331
RAILROAD ADMINISTRATION (RAILCAR ACCIDENTS)	(213) 535-6041
DEPT. OF TRANSPORTATION, LOS ANGELES (MOTOR CARRIER INC.)	(213) 688-4842
MATERIALS TRANSPORTATION BUREAU INFORMATION SERVICE	(202) 426-2301

AGENCY CALL LIST IN CASE OF EMERGENCY

IN CASE OF WATERWAY SPILL

CALL THE U.S. COAST GUARD AND GIVE DETAILS OF SPILL

(213) 590-2225 (LONG BEACH CENTER)

REQUIRED OVER-ALL REPORTING NUMBER FOR COAST GUARD, EPA & DOT

NATIONAL RESPONSE CENTER (POLLUTION)

(800) 424-8802

GIVE DETAILS OF SPILL

INDUSTRIAL WASTE UTILIZATION, INC.

EMERGENCY TELEPHONE NUMBERS

National Response Center

(800) 424-8802
(202) 267-2675

State Office of Emergency Services Warning Center

(800) 852-7550
(916) 427-4990

City of Los Angeles Emergency Dispatch

FIRE, POLICE, FIRST AID

911

CHEMTREC
(Transportation Spills Only)

(800) 424-9300

CALTRANS
(Transportation Spills Only)

(916) 324-7253

U.S. Environmental Protection Agency Region 9

(415) 974-8131 (24 hour)
(800) 424-8802 (24 hour)

IWU Personnel List

Operations Manager	Robert Twineham
Head of Operations	Charles Templer
Office Manager	Dale Bean
Billing Clerk	Fran Robertson
Operations Assistant	Robert Napoles
Haz Cat Chemist	Steve Whitman

FORM P-3

QUALITY CONTROL PLAN

a. Who will supervise the removal services conducted by your employees?

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

d. How will you cover unexpected absences?

e. How will you ensure the response times set by the Department are met?

f. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

QUALITY CONTROL PLAN

Robert Twineham will be responsible for the removal services of Hazardous waste activities that the County has. No corrective deficiencies are expected in that the County falls into the normal operating requirements that the other customers being serviced require. If there is an unanticipated event that occurs, the order of events will apply will be as follows. A County representative will have contact phone numbers in advance of any circumstance. The Contracts administrator (Dale Bean) will be the first to report to. Subsequently, Steven Whitman (Quality Control) will be briefed on the situation and pick up the responsibility of investigating the circumstance surrounding any incident. After review Mr. Whitman will make recommendations to the responsible department. The contract administrator will then confirm that protocols and procedures be implemented. Contact will be made with the Counties representative to go over the intended protocol changes.

Industrial Waste Utilization Inc. makes a practice of cross training two levels deep in all areas of responsibility to cover absences, vacations and sick leave. Industrial Waste Utilization Inc. has been providing consistent on time service to it's customers, government and private for over 20 years and has adjusted to the various requirements that it's customers have become accustomed to.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

	Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
1)	6-1-04	9-30-07	California Department of Corrections and Rehabilitation, - Hazardous Waste	1515 S. St Sacramento CA 95814	Tara Hollie	916-327-2176	Lab Packing Services & Hazardous Waste Transportation and Disposal at State Correctional Facilities $8,000,000
2)	1-1-04	9-30-07	California Department of Corrections, Universal Waste	1515 S. St Sacramento CA 95814	Tara Hollie	916-327-2176	Universal Waste Transportation and Disposal at Thirty Eight State Correctional Facilities $2,553,958
3)	9-1-05	8-31-08	Department of Water Resources (Southern Field Division)	P.O.BOX 1187 Pearblossom CA 93553	Joanne Koopman	661-944-8516	Lab Packing Services & Hazardous Waste Transportation and Disposal $100,000/year
4)	8-10-00	8-21-07	California State University, Long Beach	6300E. State University Dr Suit#225 Long Beach CA 90840	George Alfaro	562-985-2378	Hazardous Waste Removal. Sampling, characterization, handling/packaging, transportation and disposal of hazardous waste. $450,000

Add additional pages if necessary to list all experience with Government Agencies.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

	Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
5)	8-19-02	Current	City of Beverly Hills	342 N. Foothill Rd Beverly Hills CA 90210	Norman Berezowsky	310-285-2502	Lab Packing Services & Hazardous Waste Transportation and Disposal at 12 locations within the city
6)	July 1998	Current	City of Burbank	320 N. Lake St Burbank CA 91503	Bill Taylor	818-238-5050	Lab Packing Services & Hazardous Waste Transportation and Disposal -Bulk Vacuum Pumping Services
7)	7-1-02	Current	Patton State Hospital	3102 E. Highland Ave Patton CA 92369	Julian Manalo	909-425-7596	Hazardous Waste Transportation and Disposal Services $17,000

Add additional pages if necessary to list all experience with Government Agencies.

INDUSTRIAL WASTE UTILIZATION, INC

ORGANIZATIONAL CHART

President

Charles Templer

Sales Dept.

Fran Robertson
Ext: 201

Customer Service Dept.
Steve Whitman
Ext: 226

Admin/Contract Manager

Dale Bean

Ext: 212

Controller

Leticia Camarena

Ext: 224

Operations Manager

Robert Twineham

Ext: 209

Accounts Payable
Leticia Camarena

Ext: 224

Accounts Receivable
Leticia Camarena

Ext: 224

Billing

Leslie Beckett

Ext: 201

Dispatch

Robert Napoles

Ext: 200

Project Managers
Steve Whitman

Ext: 226

Drivers/ Techs
Robert Twineham

Ext: 209

PRIVATE INSTITUTIONS

Name Client	Address of Client	Contact	Phone #	Billing Address
Avibank Manufacturing	11500 Sherman Way North HollywoodCA91503	Ralph	(818) 392-2100	P.O.Box9909 North Hollywood CA91609
Westside Packaging	1700 S. Baker Ave Ontario, CA 91761	Edward/ Maria	(909) 947-8181	Same
Survivair	3001 S. Susan St. Santa Ana, CA 92704	Don Mc Apin	(714) 427-5280	Same
United Alloys& Metal, Inc.	900 E.Slauson Ave Los Angeles CA 90011	Savino Solano	(323) 235-2156	P.O.Box 514778 Los Angeles, CA 90051
Thibiant International	20320 Prairie Sr. Chatsworth CA 91331	Mario/ Jerry	(818) 709-1345	Same

many full-time workers does your firm employ? 20

n an organizational chart or describe the organization of your firm:

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address		Contact person	Phone number
Phillip Services	P.O.Box 3069 Dept.4	Houston, TX 772530447	Donette	(831)635-0220x252 (831)635-0677 fax
Mark Alarcon Waste Oil	6765 Ash Ct.	Chino, CA 91710	Annie	(800)247-4371 (909)627-7485 fax
AA Sydcol, LLC	1925 S. Factor Ave.	Yuma, AZ 85365	Fax Only	(928)783-3676 (928)783-1766 fax

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Charles Templer, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

President
Title

Charles Templer
Name

Signature

3/27/07
Date

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Industrial Waste Utilization Inc.

☐ I AM NOT
☒ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 10411201

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 20

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Charles Templer		President	3/27/07

FORM P-7

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Industrial Waste Utilization Inc.		
Company Address: 5601 State St.		
City: Montclair	State: CA	Zip Code: 91763
Telephone Number: (909)984-9984		
Solicitation For (Type of Services): Hazardous Waste Services		

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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 nd correct.

Print Name: Charles Templer	Title: President
Signature:	Date: 3/27/07

FORM P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

Industrial Waste Itilization Inc.
Company Name

5601 State St.
Address

95-3971827
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.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature 3/27/07 **Date**

Charles Templer (president)
Name and Title of Signer (please print)

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (8/02)

no shame.
no blame.
no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

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

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ATTACHMENT 4

CONTRACT

Conservation Consulting International

762111

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Conservation Consulting International (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors, whichever occurs first, and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative. The Contractor shall designate a full-time employee as Contractor's Representative ("CR") who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator.

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the most economical method of disposal;

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator, and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

Proposal For:

As-Needed Non-Emergency and Emergency Removal of Hazardous Materials

Facilities and Property Management Division
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina Del Rey, California 90292

As Prepared By:

Conservation Consulting International
(Preferred Los Angeles County Vendor)

&

Filter Recycling Services

March 28, 2007

CCI

Conservation Consulting International
23862 Hawthorne Boulevard, Suite 201
Torrance, California 90505

March 28, 2007

Facilities and Property Management Division
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina Del Rey, California 90292

RE: Proposal for As-Needed Non-Emergency
and Emergency Removal of Hazardous Material

CCI is pleased to present to you the proposal for As-Needed Non-Emergency and Emergency Removal of Hazardous Material. CCI is bidding as the prime firm for this proposal and subcontracting Filter Recycling Services Incorporated. We feel you will be impressed with our qualifications. Both CCI and Filter Recycling Services Incorporated have been recognized as outstanding companies by the President of the United States of America.

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

February 22, 2007

Rick Gutierrez
CONSERVATION CONSULTING INTERN ATIONAL
23862 Hawthorne Boulevard Suite 201
Torrance, CA 90505

Vendor #: 13664201

Dear Rick Gutierrez:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until January 31, 2008 .

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

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

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

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

Insurance and Credit Information

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2007

PRODUCER (800)628-2882 FAX (909)985-7008
H2 Insurance Services Inc
CA License #0C66703
1538 Howard Access Rd #C
Upland, CA 91786

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

INSURED Conservation Consulting International

23862 Hawthorne Blvd
Suite 201
Torrance, CA 90505

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Safety Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	ENV015132-06-01	11/16/2006	11/16/2007	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ENV015132-06-01	11/16/2006	11/16/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Contractors Pollutions & Professional Liability	ENV015132-06-01	11/16/2006	11/16/2007	$2,000,000 aggregate $1,000,000 each occurance	

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

$5,000,000 umbrella coverage is available if needed by request from insured.

CERTIFICATE HOLDER

evidence

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brigid Evans/BRIGID

Brigid Evans

©ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/12/2007

PRODUCER Michael Watts
Hub International of California
[illegible] Latham Street Suite 101
PO Box 5345
Riverside, CA 92501
951-788-8500 ... fax 951-788-2994

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

INSURED
Filter Recycling Services, Inc.
PO Box 449
Colton, CA 92324

COMPANIES AFFORDING COVERAGE

COMPANY A American Internat Specialty Lines Ins
COMPANY B Commerce and Industry Insurance Compa
COMPANY C American Home Assurance Company
COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	EG6697025A	01/15/2007	01/15/2008	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
B	AUTOMOBILE LIABILITY	CA6697405A	01/15/2007	01/15/2008	COMBINED SINGLE LIMIT	$ 1,000,000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3423434	10/28/2006	10/28/2007	X WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / X EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE - EA EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Bid
The State, its officers, agents, employees and servants are named as additional insured but only with respects to work performed for the State of California with respect to General Liability per form attached. Also named as additional insured eith respect to Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE [signature]

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/Y 10/26/2006

PRODUCER Michael Watts
Aub International of California
4371 Latham Street Suite 101
PO Box 5345
Riverside, CA 92501
951-788-8500 ... fax951-788-2994

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INSURED
Filter Recycling Services, Inc.
PO Box 449
Colton, CA 92324

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C American Home Assurance Company AIG/New Hampshire

COMPANY D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
	AUTOMOBILE LIABILITY				MED EXP (Any one person)	$
	ANY AUTO				COMBINED SINGLE LIMIT	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	HIRED AUTOS					
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	ANY AUTO					
					AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
	EXCESS LIABILITY				EACH ACCIDENT	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3423434	10/28/2006	10/28/2007	AGGREGATE	$
						$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				X WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$ 1,000,000
	OTHER				EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE - EA EMPLOYEE	$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: App # 20060280565, CSLB # 805934

CERTIFICATE HOLDER
CONTRACTORS STATE LICENSE BOARD
WORKERS' COMPENSATION UNIT
P O BOX 26000
SACRAMENTO, CA 95826

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CCI References

Filter Recycling Services Incorporated
180 West Monte
Rialto, California 92376
1-800-698-4377

Cal Tech Environmental Laboratories
6814 Rosecrans
Paramount, California 90273
1-562-272-2700

Global Probe Incorporated
71 San Marino Avenue
Ventura, California 93003
1-805-650-3311

ATTACHMENT A

SAMPLE CONTRACT

76211

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Conservation Consulting International

By _____
Richard S. Gurtierrez, Senior Manager

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT B

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out if its worst recession in decades.

WE RECOGNIZE.

The importance of small business to the County

in fueling local economic growth
providing new jobs
creating new local tax revenues
offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow

as a multi-billion dollar purchaser of goods and services
as a broker of intergovernmental cooperation among numerous local jurisdictions
by greater outreach in providing information and training
by simplifying the bid/proposal process
by maintaining selection criteria which are fair to all
by streamlining the payment process

WE THEREFORE SHALL:

1. *Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.*
2. *Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments, to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.*
3. *Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business, and b) to further opportunities for all businesses to compete regardless of size.*
4. *Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.*

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

February 22, 2007

Rick Gutierrez
CONSERVATION CONSULTING INTERN ATIONAL
23862 Hawthorne Boulevard Suite 201
Torrance, CA 90505

Vendor #: 13664201

Dear Rick Gutierrez:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until January 31, 2008 .

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

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

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

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20070131

January 31, 2007

REF# 0043892
CONSERVATION CONSULTING INTERNATIONAL INC
23862 HAWTHORNE BLVD #201
TORRANCE CA 90505

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From	To
SERVICE	01/31/2007	01/31/2008

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail nancy.huth@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Nancy Huth

Nancy Huth
Certification Officer
Office of Small Business and DVBE Services

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-0912 / FAX (213) 626-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

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

DENNIS A. TAFOYA
Director

March 21, 2007

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East 1st Floor
Mail Unit: #24
Alhambra, CA 91803-8862

Ms. Kenarik Araghi, Owner
American Scientific Laboratories, LLC
2520 N. San Fernando Road
Los Angeles, CA 90065

CBE Program I.D.#: 83724
Status: WBE

Dear Ms. Araghi:

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This certification is valid until March 21, 2009.

The County of Los Angeles Office of Affirmative Action reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes in ownership or control of the firm during this certification period, you are required to notify this office immediately.

You should also register your business with the County's Vendor Registration website (WebVen) at http://camisvr.co.la.ca.us/webven to participate in the County's online access to County open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

Again, congratulations on your certification. If you have any questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

Ozie L. Smith
Senior Deputy Compliance Officer

DAT:OLS

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

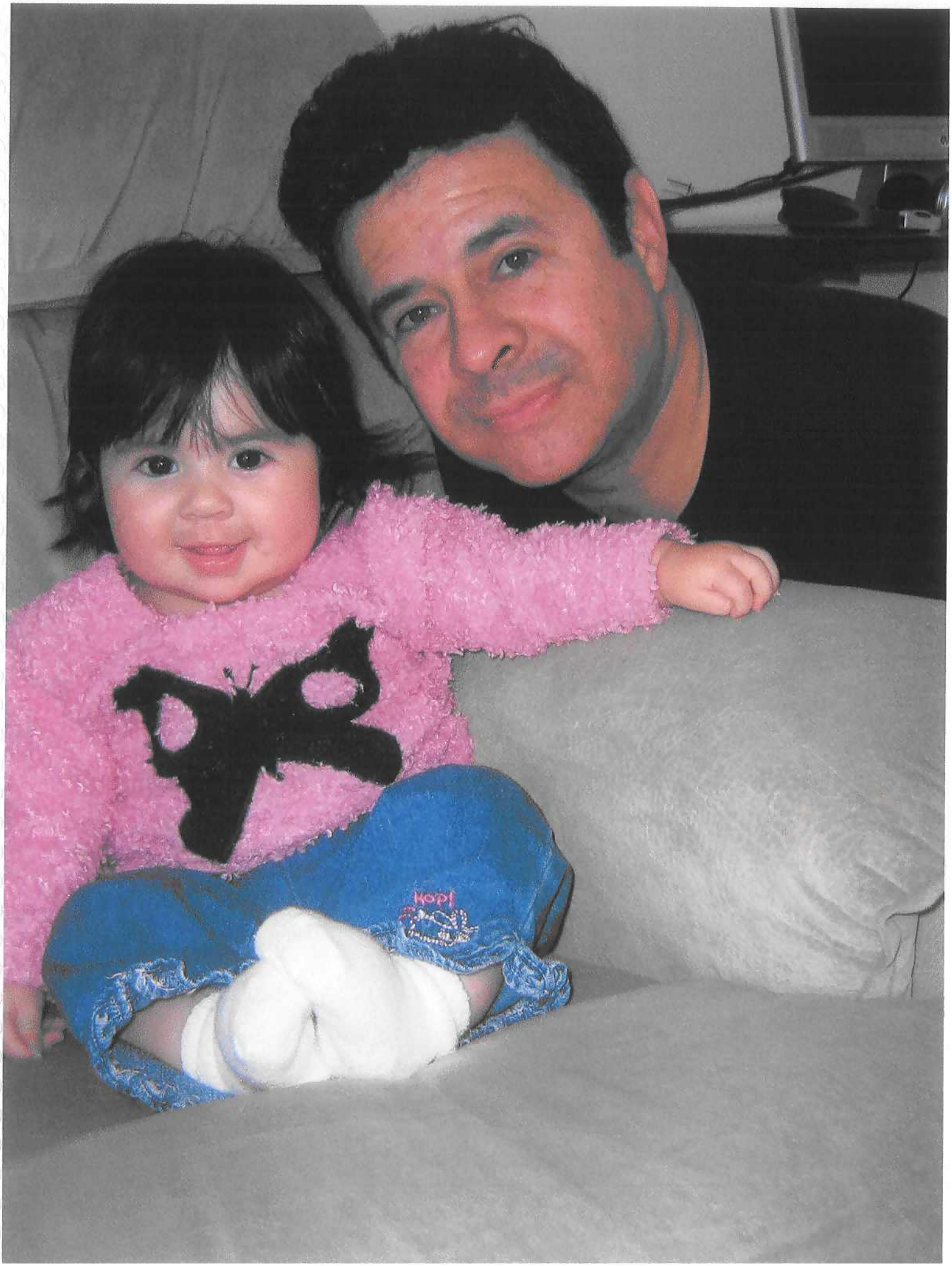
PUB 400 (8/02)

no shame.
no blame.
no names.

now there's a way to safely surrender your baby

WE WATCH THE BABY LAW VERY CLOSELY AS WE ALL HAVE BABY'S OUR SELVES

RG


Hop!

Form P-1

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name CONSERVATION CONSULTING-INTL. / FILTER RECYCLING

Address 23862 HAWTHORNE BLVD., SUITE 201
TORRANCE, CA 90505

EMERGENCY RESPONSE # 800-698-4377

Phone 310-373-0159 Fax 310-373-0179

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual (corporation) partnership or joint venture
limited liability company other:

State of organization: CALIFORNIA Principal place of business: TORRANCE, CA

Out of state vendor's authorized agent for service of process in California:

Name ____ Address ____ Phone ____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name	Title	Phone	Name	Title	Phone
RICK GUTIERREZ		310-373-0159	SENIOR PROJECT MANAGER		

Dated: 03/27/07 Proposer's signature: [signature]

RICHARD S. GUTIERREZ (SENIOR PROJECT MANAGER)
Name Title Phone
310-373-0159
TOLL FREE 877-442-3737

Cost per Employee per hour is $137.00 per hour

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the **type of hazardous waste**. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific **type of hazardous waste** from Exhibit 1.
- For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.
  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
MISCELLANEOUS	**Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:**	
BATTERIES	PER POUND (LB)	$ 1.50
FLUORESCENT TUBES	PER FOOT	$ .30
ASBESTOS WASTE WATER	55 GALLON DRUM	$ 200.00
ASBESTOS PIPE SCRAP	PER CUBIC YARD	$ 275.00
ASBESTOS PIPE & ROOF SHINGLES	PER CUBIC YARD	$ 275.00
ASBESTOS TILE	PER CUBIC YARD	$ 275.00
ASBESTOS INSULATION	PER CUBIC YARD	$ 275.00
ASPHALT PRODUCTS	55 GALLON DRUMS	$ 235.00
CRT	EACH	$ 40.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:

EMERGENCY SERVICE	Hourly Rate PER PERSON	$ 137.00

* DISPOSAL FEES OF HAZARDOUS MATERIALS ARE INCLUDED IN TASK 1

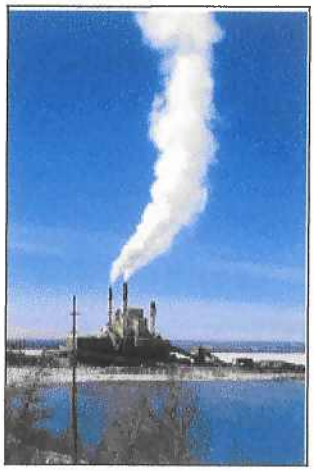
PERMIT NAME	ISSUED BY	PERMIT NO.
Facility EPA	US EPA	CAD982444481
Special Handler Special Generator	San Bernardino County	920127110
Certified Used Oil Collection Center	California Integrated Waste Management	36-C-00215
Hazardous Waste Transporter	DTSC	2950
Transporter Registration	USDOT	USDOT-527094
Transporter Registration	CAL/DOT	CA-74425
Tire Hauler	California Integrated	0721
CUPA	San Bernardino County	9206314
Central Contractor Registration	Department of Defense	93327366
Storm Water Permit	State Water Resources Board	WDID#365012307
Business License	City of Rialto	110891
Contractors License	State of California	805934
Soil Operation Permit	San Bernardino County	PT0017319
Spill Prevention & Response	Department of Fish and Game	F5-20-2350
Central Contractor Registration Listing	Central Contractor Registration	0VH42
Vacuum Cleaning Heavy Equipment Cleaning Cartage Firms	US Custom and Border Protection	Listed
Medical Waste Transporter	Department of Health Services	Listed
Inedible Kitchen Grease Transporter	Department of Food and Agriculture	Registered
Oil Spill Response Organization	US Coast Guard	

Resumes and
Letters of Recommendations

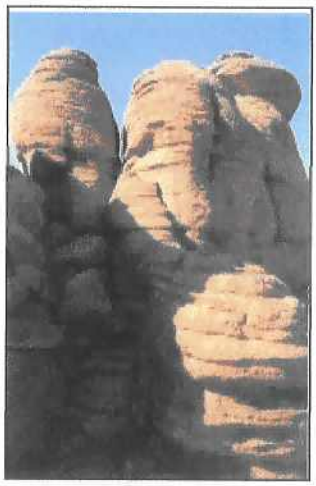
CCI

Conservation Consulting International

STATEMENT OF QUALIFICATIONS



ENVIRONMENTAL AND WASTE MANAGEMENT CONSULTANTS



MISSION STATEMENT

To sustain the environment Worldwide, to serve our community locally, nationally, and internationally, and to operate by the most ethical and cost effective business practices to turn contaminated properties into golden opportunities for our clients.

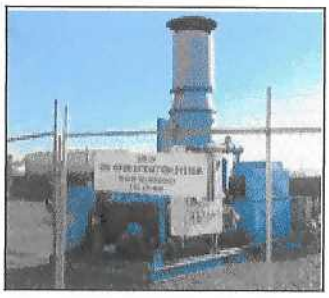
Conservation Consulting International (CCI), is a full service, integrated environmental assessment, remediation, and waste management consulting company. Our focus is providing expert and ethical environmental consulting services to accomplish the goals of our clients. Whether the client's goal is to conduct due diligence on a site during a commercial transaction, to obtain regulatory closure for a contaminated site, or to develop municipal waste management programs, CCI has the knowledge and experience to achieve the goal. The management team at CCI has extensive experience in the environmental consulting and waste management industry.

SERVICES

ENVIRONMENTAL ASSESSMENT AND REMEDIATION SERVICES

Phase I Environmental Due Diligence - A comprehensive Phase I Environmental Site Assessment (ESA) is conducted to assess potential risks and liability associated with environmental contamination of a real property and to satisfy the due diligence requirements of lending institutions. It can also be used as a sort of environmental appraisal assessing whether the actual value of a property is equal to the asking price due to potential environmental considerations that may need to be mitigated. A Phase I ESA is a comprehensive evaluation of a property, compiled through research of historical resources, regulatory agency file reviews, interviews, and a site reconnaissance. Phase I ESAs are generally conducted prior to all industrial, commercial, and multifamily real estate transactions. The team at CCI has conducted thousands of Phase I ESAs for every type of property and transaction. Our Phase I ESAs meet and exceed current industry standards. If CCI notes environmental concerns during the Phase I ESA, the client is notified immediately so that the best course of action can be determined.

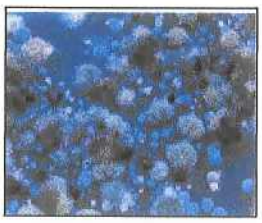
Phase II Contamination Investigation - Phase II ESAs are conducted when potential environmental concerns have been identified on a property, often during a Phase I ESA. There are several methods used to assess if environmental concerns are actual contamination, but generally involve the sampling and analysis of suspect soil and groundwater. Based on the analytical results, recommendations for further investigation, remediation, or no further action are then provided. If contamination is discovered, the horizontal and vertical extent of the contaminate plume is then delineated. Often times local environmental regulators get involved at this point providing extensive oversight on a project. CCI strives to balance the needs of our clients and the desires of the regulatory agencies to obtain reasonable and cost effective alternatives to meet everyone's needs.



Phase III Site Remediation - In most cases, environmental problems whether in the air, soil, water, or groundwater can be remedied. CCI focuses our efforts on solving our client's environmental problems by finding a balance between cost, time, and effectiveness of the solution for the contaminated property. CCI has the capacity and experience to design and implement many types of remediation systems. CCI's goal is to obtain regulatory closure for a contaminated property as efficiently and effectively as possible and will carry out the project from discovery through closure. The team at CCI has obtained regulatory closure for hundreds of properties including gasoline stations, dry cleaners, metal plating shops, and abandoned industrial sites.

Environmental and Regulatory Compliance - CCI helps advise our clients on compliance issues with existing environmental regulations. Our staff has current knowledge of existing regulations as well as those being considered by legislators and regulators. CCI is knowledgeable in the legal requirements of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). In addition, we advise our clients concerning the treatment, storage, transportation, and disposal of hazardous waste, hazardous materials management plans, emergency response plans, emission and spill reporting standards, health and safety issues, and employee training requirements.

Second Level Review - CCI has registered professionals to conduct technical reviews of any kind of environmental or geotechnical report. We will offer our professional opinion and make any necessary recommendations to clear up confusing information or inadequate scopes of work by others. CCI can also provide experienced professionals to observe the actions of other environmental professionals in the field and review their reports to ascertain if the work was conducted according to industry standards.



Asbestos, Lead, and Mold - CCI conducts asbestos, lead, and mold investigations in Phase I ESAs or conducts them as stand alone projects. Asbestos, lead, and mold surveys are conducted by registered professionals on large and small properties. Management and removal options are provided as part of each project. CCI will manage the removal from permitting through disposal, or will write a management plan that can be implemented by trained onsite personnel.

CCI also has qualified and experienced personnel for designing and operating landfills, materials recovery facilities, composting facilities, transfer stations, and waste to energy plants. The staff at CCI can also design strategies for a profitable and environmentally conscious municipal waste collection program.

MANAGEMENT TEAM

Kenneth Durand, PG, CHG, REA, has over 25 years of experience conducting and managing hydrogeologic and water resource studies, as well as environmental assessments and remediation on large and small projects including landfills and refineries. Mr. Durand has managed environmental and water resource projects throughout the United States, and has established many joint ventures with American and foreign firms for completing waste management projects in the Middle East.

Richard Gutierrez has 25 years experience in business development and 15 years in the environmental consulting industry. Mr. Gutierrez is experienced in building inspections, building condition assessments, mold surveys, asbestos surveys and lead-based paint surveys and monitoring, as well as in conducting Phase I, II, and III environmental site assessments on various types of sites including commercial, industrial, agricultural, and residential properties. Mr. Gutierrez is familiar with California environmental law, and real property environmental due diligence and environmental liability.

David Jonas, REA, has over 5 years of experience conducting and managing environmental projects in the United States. Mr. Jonas is experienced in conducting Phase I, II, and III environmental site assessments on various types of sites including commercial, industrial, agricultural, and residential properties. Mr. Jonas has managed several remediation projects from initial contamination discovery through regulatory closure. Mr. Jonas is familiar with California environmental law, and real property environmental due diligence and environmental liability.

CCI's technical staff includes geologists, hydrogeologists, environmental scientists, registered environmental assessors, industrial hygienists, health and safety professionals, and municipal and hazardous waste management experts. Clients can expect the staff at CCI to be experienced and ready to provide a professional and expert level of environmental and waste management consulting services.

CCI

Conservation Consulting International
23862 Hawthorne Boulevard, Suite 201
Torrance, California 90505
310 373-0159 (ph)
310-373-0179 (fax)

PARTIAL CLIENT LIST

Real Estate and Developers
Argus Development
Barry Swenson Builder
Bechtel Corporation
Bishop Hawk Real Estate
CB Richard Ellis
Century Management
Coldwell Banker
Discovery Builders
Grubb and Ellis
Joseph Felix Realty Company
Lincoln Property Company
Marcus & Millichap
Mason McDuffie
Portofino Realty
Ritchie Commercial
Seeno Construction
Souza Realty
Surf Management
Tulloch Construction

Financial Institutions
AEW Capital
Nations Bank
Cathay Bank
Downey Savings and Loan
General Bank
Tokai Bank
World Bank
Far East National Bank
First Commercial Bank of Taiwan
China Trust USA
Bank of Walnut Creek
Bank of the West
Yolo Community Bank
Associates Commercial
TCW Capital
Pan-Asia Venture Capital
Prime Capital Funding
US Bank

Retail
Target Stores
General Growth Companies
Concord Honda
D'Ambrossio Bros Investments
Dick Lewis Ford
Big "O" Tires
Sonic Automotive
Bridgestone/Firestone

Law Firms
Carr, McClellan, Ingersoll,
Thompson & Horn
Crosby, Heafy, Roach, & May
Field, Richardson, & Wilhelmy
O'Melveny & Meyers
Pillsbury, Madison, & Sutro

Government and Non Profit
Habitat for Humanity
City of Alameda
City of Santa Cruz
City of Davis
County of Napa DPW
Davis Joint Unified School District
City of Woodland
San Francisco Housing
Development
Martinez Unified School District
Mid-Peninsula Housing
Acts Full Gospel Church

Industrial
Fasken Oil
Weyrheuser
D&L Foundry
Giovanetti and Sons
Morton Recylce
Rain for Rent
RMC Lonestar
Giovenetti & Sons
Aria Oil Company

SYED E. HAQUE

Vice President Engineering &
Chief Operating Officer Middle East Operations

Qualification:

B.Sc. (Civil) Engineering.

B.Sc. (Agricultural) Engineering.

Landfill Clay liners. University of Austin - Texas.

Extensive training in environmental and project management.

PE, Member Institute of Engineers in Pakistan.

Professional Experience:

Vice President & COO Middle East Operations, Ceres Associates Gulf - 1998 to Present:

New business development and expansion in integrated waste management market sector in Middle East, Asia and South America. Establishment of Environmental Management Department to strengthen the design and management capabilities in the company. Training of managers and engineers. Provide management support to the president and the board of directors. Currently Vice President and COO Middle East Operations.

Leading a team of experts providing Integrated Waste Management services for the Emirate of Ras Al Khaimah, United Arab Emirates. Tasks include-regulations, enforcement, monitoring and compliance development program & organization, environmental awareness and public education programs, develop organization and mechanism to stop littering from existing Government infrastructure, new landfill location criteria / siting surveys, design and landfill

construction, reorganization of existing waste collection organization, hazardous waste, medical waste and industrial waste management, collection and disposal programs, development of transfer station, MRF & recycling program, liquid wastewater treatment, increase in revenues base for municipality by creative reprocessing and downstream industries development and provide technical training to Government of Ras Al Khaimah managers and staff.

Leading a team of designers and managers, designed and developed integrated waste management projects for municipalities of Medina (1200 tons per day) and Umm-Al-Quwain.

Design and development of Sharjah Industrial Liquid waste management project.

Technical consulting services to Dallah Group for operations management of cities of Makka (3000 tons per day) and Jeddah (4500 tons per day).

Environmental and Waste Management Consultant – 1996 to 1998:

Developed integrated waste management project proposals / plans for various cities in Nepal, Pakistan, India. The Projects included long term planning, financial analysis, management and operation of integrated waste management facilities for various cities. The project plans covered collection route planning, development of environmental regulations, primary and secondary storage of solid and hazardous waste at the point of generation, transportation, treatment, MRF, composting facilities, waste to energy, medical waste management, and landfill development.

Envirotech International, Inc. Atlanta, Georgia. President: 1993 to 1995.

Responsible for business expansion in the field of Integrated Waste Management with special emphasis on design, development, operation and management of composting facilities. Two projects were developed for clients in Pakistan and UAE. Extensive design, process control,

construction, operation, management and marketing exposure in the field of composting utilizing bio-solids / animal / agricultural and other wastes.

Western Waste Industries. Los Angeles. California. *Director, Engineering and Environmental Management Department.*

As director, engineering and environmental management department for this 400 million dollar a year revenue generating company, experience covered: Waste Collection Divisions, Transfer Stations, MRFs, comprehensive recycling and resource recovery program known as San Jose Recycling Plus facility utilizing creative designs in a short period of five months, Green waste and composting facility development program over a seven-state region, Landfills in several states, Extensive interface with regulatory agencies and cities through out the operation area of the company.

Developed the NPDES program for all western waste facilities spread over seven sun states in USA.

Supervised the development and approval of DWRS for landfills. Extensive interface with county staff in regulatory compliance.

Waste Management Inc. *Project Manager.*

84 million dollar landfill project in California. Developed the Bradley landfill extension projects, recycling facility, wood waste recycling program and gas recovery project. Some of the projects developed:

(1) Landfill Development: Marsh Canyon Landfill. With creative management and problem solving completed this project within less than six months. The project included clay liner system, HDPE liner, LCRS system and Gas recovery system.

(2) Development of 250 tons per day recycling facility and input on other major recycling projects in the region.

(3) Development of wood waste recycling system with financial planning for the project. The project once operational recovered the cost in first eighty days of operation.

(4) Development of other projects like wastewater recycling, composting, landfill siting, regulatory compliance.

J.P Morgan Inc. 1986-1989. *Project Engineer / Project Manager.*

Project construction and financial management of civil engineering division of the company for development of Housing and Solar Engineering Projects.

Project Director / Managing Director – 1973-1986 (Based in Pakistan).

Developed several roads, buildings and logistic support projects of national importance. The major projects included part of KKH, RCD road, Airports, new city development, specialized storage structures, and sewerage treatment plants.

Jeffrey M. Citrone

PROJECT MANAGER

Education

M.S., Geology, Lehigh University, B.S., Geological Sciences, Lehigh University

Registrations

Registered Environmental Assessor (1601), California
Registered Environmental Scientist (5085), Colorado
Certified Industrial Hygienist, (14620)
Certified Safety Professional, (13744)
Professional Geologist, (PG-2742)

Associations

American Society for Testing and Materials, Environmental Standards Committee (responsible for wording of Forestry and Rural land Phase I Environmental Site Assessment Standard, Endangered Species Evaluation Guidance)
American Industrial Hygiene Association
Colorado Contractors Association, Environmental Committee (responsible for wording of water and endangered species environmental guidance for contractors)

Summary of Experience

Mr. Citrone has over 18 years experience in the environmental field. He has extensive experience in leading asbestos, lead-based paint and mold projects. Mr Citrone also has extensive experience in Phase I, Phase II, and Phase III remedial projects, with emphasis relating to the petroleum industry.

Project Experience

Oil And Gas Industry

- Shell Torrance, California Refinery: Supervised and conducted soil and groundwater investigations.

- Pre-Siting Survey, Proposed Pipeline, East Texas: Prior to submission of a construction plan to federal and state agencies for a natural gas pipeline, conducted a walkthrough reconnaissance of several potential pipeline pathways to evaluate potential wetlands, water crossings and cultural impact areas. Utilized results from the walkthrough to rank potential pathways.
- Conco Denver, Colorado Refinery: Acted as site health and safety officer for investigation, remediation and demolition activities. Also conducted contractor initial safety training.

- Former Refinery , Wichita, Kansas: Conducted records review and evaluation to determine possible impact locations. Supervised and conducted soil and groundwater investigation.

- Pre-purchase Assessment of a Petroleum Products Pipeline, East Texas: Project consisted of conducting a Phase I Environmental Site Assessment on approximately 200 miles of existing petroleum products pipeline prior to purchase of that pipeline. Tasks included evaluation of past or potential release areas and associated impacted areas. Site Assessment activities and report preparation was completed in one month period.

- Petroleum Products Pipeline, Oklahoma and Texas: Prior to the purchase of an existing petroleum products pipeline running through Oklahoma and Texas, conducted a facility walkthrough to evaluate potential health and safety hazzards associated with these operations, and determined if regulatory deficiencies, and made recommendations for minimization or elimination of these hazards/deficiencies.

- Numerous Retail Gasoline Stations: Supervised and conducted release investigations and UST removals. Acted as program manager for all activities.

- Pre-purchase Assessment of 30 Retail Gasoline Stations: Acted as program manager for pre-purchase activities. Activities include review of records, direct-push investigation of site conditions and developing recommendations and costs for additional investigations and remediation.

- Contractor Safety Program Evaluation, Major Petroleum Company, Nationwide: Provided auditing services for a major petroleum company. The audits were conducted on potential contractors prior to the petroleum company adding those contractors to an approved bidder list. The audits consisted of reviewing written portions of contractors programs and spot-checking compliance with those written programs, i.e., reviewing training records, walkthroughs of work sites, etc.

- Former Petroleum Exploration Equipment Yard, Euless, Texas: Conducted soil and groundwater investigation in order to, evaluate the nature and extent of impacts. Upon delineation of impacts, prepared and submitted application for inclusion and reports to the State of Texas Voluntary Cleanup Program (VCP). Conducted contaminant fate and transport modeling to , evaluate future potential receptors. Instituted site deed restrictions and received "No Further Action" letter from VCP.

- Pre-purchase Assessment of Oil and Gas Producing Properties, Various States: Project consisted of conducting a Phase I Environmental Site Assessment on approximately 1,000 producing oil and/or gas wells prior to purchase. Tanks included evaluation of past or potential release areas and associated impacted areas.

James Kapin

PROJECT MANAGER

Education

Masters in Public Health (MPH) SDSU, 1998, emphasis in Occupational Health
Thesis - "Airborne Asbestos Exposures from Floor Polishing Operations"
B.A., Biochemistry and Cell Biology from University of California, San Diego, 1988

Registrations

Certified in the Comprehensive Proactive of Industrial Hygiene (CIH), #8877
Registered Environmental Assessor (008090), California Department of Toxic Substances Control

Certificate Courses

Professional certificate "Control of Biological Hazards" from John Hopkins University, 1988
Osha "HAZWOPR" technician and incident commander certification, with additional training on small scale spill response, 1994
Osha "HAZWOPR" annual refreshers, 1994 - Present
Asbestos Abatement Contractor Supervisor certification 1997
Lead Inspector Assessor certification with additional training on Nitron XRF use, 1997
Certification in Radiation Safety, UCSD, 1994

Recent Publications

- "Beyond chemical safety - an integrated approach to laboratory safety management." Chemical Health & Safety, July/August
- "When is a spill really a Spill..." Chemical Health and Safety, November/December, 2001
- University of California Laboratory Design Guide (internal publication), 2002
- Many Professional Presentations and Activities.

Professional Development Courses Taught

Water Intrusion and Mold Claim Management (Assessment and Health effects of Mold) - Sterling Educational Services, San Diego, December2004
"My Fume Hood Sucks" - Essentials of Laboratory Ventilation - Ongoing workshop taught at American Chemical Society National meetings
Laboratory Ventilation 101 - A Course for Safety Professionals. Campus Safety, Health and Environmental Management Association, 47th Annual Conference July 16 - 20, 2000

Summary of Experience

Mr. Kapin has over fifteen years experience protecting the health and safety of workers, public and the environment. Specialist in the recognition, evaluation and control of exposure to hazardous materials.

Project Experience
Schools And Universities

- Los Angeles Unified School District - Safety officer: Administered environmental and occupational health plans for 123 academic, administrative and maintenance sites. Coordinated industrial hygiene and environmental compliance and provided loss control, risk management and accident investigation. Investigated indoor air quality issues. Emergency response to site emergencies.

- University of California, Irvine - Environmental health and Safety Coordinator for the School of Biological Sciences. Administered environmental health & safety plan. Provided training, performed industrial hygiene monitoring, conducted health and safety audits and investigated work related accidents, investigated indoor air quality issues. Coordinated hazardous materials management and responded to chemical, biological and radiological emergencies.

- University of California, San Diego - Biology Department Safety Coordinator. Managed safety and waste management plan. Trained personnel and conducted health & safety audits. Emergency response to chemical and biological incidents.

- San Diego Community College District - Adjunct Faculty, Department of Biology, develop and present course work and laboratory activities for environmental biology course (Biology 101, 4 units).

Project Experience to the Private Industry, State, City, County and Municipalities

- Provide plaintiff and defense litigation support
- Provide environmental and safety consulting on highly complex projects for clients in business, industry, construction and academia.
- Address issues of chemical safety, hazardous materials management, exposure assessment and regulatory compliance.
- Develop and provide educational programs to line personnel, technical professional, management and administration.

Zainul Abedin

PROJECT MANAGER

Education

Ph.D. Civil Engineering, Kensington University, Glendale, CA. 1993
M.S. Environmental Engineering, Washington State University, Pullman, WA. 1988
M.Sc. Water Resources, University of Alberta, Edmonton, Canada, 1980
M.Eng. Civil, Memorial University of Newfoundland, St. John, Nfld., Canada, 1978
B.Eng. Ag. Engineering, Punjab Agricultural University, Ludhiana, India, 1976

Registrations

Registered Environmental Assessor (008125), California
Lead Inspector/Risk Assessor/Monitor
AHERA Inspector, Management Planner, Abatement Designer, Supervisor, NIOSH 582 Cert.
Mold Inspector/Risk Assessor/Monitor
40-HR HAZWOPER Certification

Professional Affiliations

American Society of Civil Engineers (ASCE)
American Society of Agricultural Engineers

Appointments

Member, Regulatory Fairness Board, US Small Business Administration, WA DC
Member, Glendale Community Foundation, Glendale, California
Past Member, Verdugo Hills Boy Scouts of America, Glendale, California

Positions Held

1991-	President, Environmental Engineering, Inc., Glendale, CA
1998-	President, The Weekly Probashi (an ethnic Bangladeshi newspaper) New York, NY
1990-92	Senior Environmental Consultant, Fugro McClelland Management, Glendale, CA
1988-90	Project Manager, Pickering Environmental Inc., Seattle, WA
1985-86	Senior Design Engineer, Engineering & Planning Consultants, Dhaka, Bangladesh
1984-85	Supervising Civil Engineer, Hydroservices, Lagos, Nigeria
1982-84	Project Director, Paulosa (Nig) Ltd., Benin City, Nigeria
1980-82	Senior Hydraulic Engineer, Fed. Ministry of Water Resources, Lagos, Nigeria

Summary of Experience

Dr. Zainul Abedin is the President and Chief Executive Officer of Environmental Engineering, Inc., a Los Angeles based environmental consulting firm. Dr. Abedin has served both private consulting firms as well as public governmental institutes in management positions and worked for World Bank and IDA Projects in Nigeria and Bangladesh.

Dr. Abedin has been involved in Environmental, Construction Project Management, and Civil Engineering for over 35 years. He has performed construction management of water, sewer, flood control, irrigation and drainage telephone exchange, and environmental clean up projects. Dr. Abedin has been working in environmental site assessments and audit, underground storage tank removal, soil and groundwater investigation and remediation, and asbestos, lead, mold, and hazardous materials mitigation management. A regulatory wiz-kid, Dr. Abedin serves best as a compliance expert for SEQA, RCRA, SARA, UST, AHERA, and Childhood Lead Poison Prevention requirements.

Dr. Abedin possesses the highest academic and numerous other degrees, received over a dozen awards and fellowships during his formal education, produced numerous technical publications on solute transport, and is very proficient in computer modeling, graphics, and database software. He teaches Hazwoper, asbestos, lead and health and safety courses. Dr. Abedin currently works all over the USA and Canada.

Dr. Abedin is very active among local business, service and community organizations. He is the president of Glendale Sunrise Rotary Club, Ca, and served as the Club Secretary, International, Youth and Program Chairs, led Group Study Exchange Team to Korea. He is Rotary major donor and funded Rotary International to setup 300 tube wells and California Scholarship in a rural High School in Bangladesh. Recently served as an executive member of the board of directors of Verdugo Hills Boy Scouts of America and has been an AYSO Region 88 soccer coach and referee for four years in Glendale, California.

Dr. Abedin serves the Bangladesh community in North America most. He was twice president of Bangladesh Association of California, current Chairman of Bangladesh Society of Los Angeles and convened the 11th and 18th North American Bangladesh Convention in Los Angeles for the Federation of Bangladeshi Associations in North America (FOBANA) and served as the Chairman. Dr. Abedin had Madam Khaleda Zia, former Prime Minister of Bangladesh as the Chief Guest at the 11th FOBANA Convention in Los Angeles. Dr. Abedin is the president of the first Bangladeshi ethnic newspaper "The New Probashi" in North America.

Dr. Abedin was invited to the White House in 2001 and 2003 by President George W. Bush for Asian American Heritage Celebration. President Bush has appointed Dr. Abedin to the Regulatory Fairness Board of the US Small Business Administration in 2006

Todd Johnson

PROJECT MANAGER

Education

Environmental Science, University of California, California, 2000
Soil Engineering, University of Illinois, Champagne-Urbana, IL

Registrations

Registered Environmental Assessor (04751), California
California Certified Asbestos Consultant #92-2976
California DHS/EPA - Lead Inspector/Risk Assesor/Project Monitor #12848

Certificate Courses

EPA Asbestos Project Designer, Management Planner, Building Inspector, Contractor/Supervisor

EPA Advanced XRF Spectrum Analyzer Operator #3272

EPA use of Nuclear Gauges #22451

40-Hour Hazardous Waste Operations Training, Compliance Solutions, 2005

Summary of Experience

Mr. Johnson has over 18 years experience in conducting Phase I and Phase II Environmental Site Assessments (ESAs) and Phase III environmental remedial projects on various types of sites including commercial, industrial, agricultural, and residential properties. Mr. Johnson is familiar with California environmental law, and with real property environmental due diligence and environmental liability. He has experience managing a variety of subcontractors such as drillers, laboratories, and geophysical survey companies, and has significant experience working with State, County, and local regulatory agencies. Mr. Johnson has extensive home and building inspection (including section 8, and grant budgets) experience in management planning, estimating and conducting asbestos, lead-based paint and microbial surveys. Design specifications, monitor, and coordinate abatement/remediation projects for LAUSD, city governments, and the private sector. Mr. Johnson has managed and conducted SCAQMD Procedure 5 specifications and provided expert testimony for asbestos, lead-based paint.

Shaun Robinson

PROJECT MANAGER

Education

B.A., Environmental Studies, University of California, Santa Barbara, 1999

Registrations

General Contractor B - License 869088
Registered Environmental Assessor (07918), California
CSST - California Certified Site Surveillance Technician (CSST #03-3432)
OSHA/DHS/EPA 40hour Lead Related Construction, Supervisor and Project Monitor
OSHA 40hour Hazardous Waste Operating Procedure and Emergency Response (29CFR1910.120)

Certificate Courses

EPA Accredited Asbestos Building Inspector, Section 206 Title 2 of the TSCA
EPA Accreditted Asbestos Contractor Supervisor, Section 206 Title 2 of the TSCA40-Hour Hazardous Waste Operations Training, Compliance Solutions, 2005
Mold Remediation, 24hour course based on the EPA 402-K-01-001 and ACGIH
Lead Abatement and Awareness 8hour course

Summary of Experience

Mr. Robinson has over five years experience in conducting Phase I and Phase II Environmental Site Assessments (ESAs) on various types of sites including commercial, industrial, agricultural, and residential properties. Mr. Robinson is familiar with California environmental law, and with real property environmental due diligence and environmental liability. He is familiar with reporting standards, including ASTM, HUD, Fannie Mae, and Standards and Poor's. Mr. Robinson has over six years experience in the construction and building industry, including lead-based paint related work, monitoring, and associated hygiene. Mr. Robinson's expertise is in lead-based paint, mold and asbestos assessment, design and air monitoring, and associated industrial hygiene. In addition Mr. Robinson has extensive working knowledge of building systems, including foundations, roofs, HVAC systems, pavement, drainage, interior finishes, and plumbing. Mr. Robinson is experienced with section 8 housing and K-12 School District work, residential and high rise buildings.

James Spencer

PROJECT MANAGER

Education
Southern Illinois University, Aviation Management BS 1984

Certifications
- Certified Microbial Inspector
- California OSHA (DOSH) Certified Asbestos Consultant #92-0577
- NIOSH 582 "Sampling and Evaluation Airborne Asbestos Dust"
- AHERA Asbestos Abatement Contractor/Supervisor Course
- AHERA Asbestos Building Inspector Course
- Hazardous Waste Operations and Emergency Response Certificated (Hazwoper)
- Strategies for Conduction Meaningful Microbial IAQ Investigations
- Microbial Contamination (Sampling, Laboratory, Remediation and Legal Issues)
- Indoor Air Quality (Microscopy of Dust, Spores and Pollen
-

Summary of Experience

Mr. Spencer's Professional experience is composed of project management consulting in environmental services (specifically for asbestos and lead-based paint) for both the public and private sectors. He has preformed project management for numerous projects, which consisted of field survey/investigation, remediation design, and project execution. General project management activities performed in all phases consisted of coordination (e.g. client interface, resource scheduling, and project scope conflict resolution) and acquisition of data collection and review to develop report of finding and conclusions, with recommendations. Remediation design consisted of th e development of contractor scope of work, specification of technical procedures, engineering control, and personal protective equipment. Mr. Spencer has demonstrated skillful control, and an in-depth knowledge of the issues associated with client concerns, multi-disciplinary trade interface, and the public's sensitivity with exposure to health hazards.

Career History
He has worked for serval major engineering and environmental consulting firms including Environmental Detectives, Inc., B & D Environmental Ass. Inc., Environmental Engineering, Inc. Dynamac Corporation (Project Manager), Diagnostic Engineering, Inc. (Evaluator), and Environmental Asbestos Consultants (Asbestos Staff).

Select Environmental Project Experience

Client/Project: Folsum State Prison
Location: Folsum, California

Description
Performed project management of a quantitative asbestos survey to facilitate the upgrade of the Central Plant and demolition of structures in accordance with the AHRRA, NESHAP, and SCAQMD protocols. Prepared survey report of findings, opinion of removal costs, and recommendations. Prepared bidding and contract documents with technical specifications for abatement with numerous phases and options to provide the Client with flexible contingency plans while the project was in progress.

Client/Project: Metropolitan State Hospital
Location: Norwalk, California

Description
Performed asbestos abatement monitoring and inspection of the abatement/removal of insulation on "LIVE" high-pressure steam line.

FILTER RECYCLING
SERVICES INC

Filter Recycling Services Inc.

STATEMENT OF QUALIFICATIONS

Emergency Response (800) 698-4377 in CA

SOUTHERN CALIFORNIA:

Mail: P.O. Box 449 – Colton, CA 92324
180 W. Monte Avenue – Rialto, CA 92376
Voice – (909) 873-4141 Fax – (909) 873-4142

NORTHERN CALIFORNIA:

13992 Catalina Street – San Leandro, CA 94577
Voice - (510) 670-9901 Fax – (510) 670-9904

Jon L. Bennett Jr.

7477 Chateau Ridge
Riverside, Ca. 92504
Ph: 909 873-4141
Fax: 909 873-4142
Email: Filterrecyclingservices@yahoo.com

Education

Arlington High School
Cal State San Bernardino – Management Classes
Lumbeau College – Real Estate Principals

Training

40 Hour Hazwoper 29 CFR 1910.120
Emergency Response / Spill Control 29 CFR 1910.120
Hazardous Material Training and Testing HM-126F
Lockout / Tagout of Hazardous Energy 29 CFR 1910.147
Heavy Equipment Safety Training
First Aid / CPR Qualified
Hazardous Manifest Training HM215/HM215B/HM126/HM181
Emergency Evacuation
Hazardous Waste Characterization
SCBA Training
Radioactive Identification/Radiation Safety
Registered Environmental Assessor I
Alcohol Misuse and Controlled Substance Misuse Supv. Training
DOT Hazardous Materials Cargo Security Certified

Past Employment *1985 – 1987 Tarbell Realty*
Real Estate Agent
1987 – 1988 California Oil Refinery
Salesman, Sales Manager

Current Position *1988 – Current*
President-Filter Recycling Services, Inc.

Founded Filter Recycling Services, Inc. In 1988 Principle focus of FRS is to "Protect the Environment by Recovering Natural Resources". In 1990, FRS outgrew their Riverside location and purchased a State of the Art processing facility at 180 W. Monte Ave. in Rialto Ca. In 1994 FRS purchased 4 adjacent acres and two industrial Buildings. In 1999, FRS expanded into Northern California by leasing a building with offices, a rail spur and a warehouse.

Each year since its creation FRS has experienced business growth FRS currently generates $10 million in business each year. Current operations include soil remediation, transportation, environmental field service work, recycling and emergency response services. Currently employ 60 people, operate a fleet of 33 transportation and service vehicles. Some of our current customers include, Southern California Edison, Southern California Gas, Kimberly Clark, Burlington Northern Santa Fe Railroad, TOSCO (UNOCAL), ARCO (British Petroleum), Jafra Cosmetics and CALTRANS.

David T. Rains
2230 S. Riverside Ave.
Bloomington, Ca. 92316
Ph: (909) 873-4141

Qualifications

Experienced for 16 years in the Environmental Business. Duties ranged from Chemical Packaging, various health and safety duties, equipment inspection, and proper manifesting, profiling, invoice pricing.

Employment History

Filler Recycling Services, Inc.	*1994-Present*	*Chemical Specialist/Sales*
Gibson Environmental	*1989-94*	*Senior Technician/Compliance*
National Tank Company	*1988-1989*	*Crane Operator/Foreman*

Certifications

40 Hr. Hazwoper
Emergency Response
Manifest Training
49 CFR
29 CFR
SCBA
Lockout Tagout
H2S Training
Confined Space
Toxicology Course
Hazardous Energy
Forklift Operator
Heavy Equipment Operator
State of California Registered Environmental Assessor No. 08033

Education

West High School
Bakersfield College (Management Training)

David T. Rains

Experience Summary

Over 16 years experience in managing major site remediation projects, organic chemical, hazardous waste source reduction, regulatory compliance, and soil and groundwater remediation. 9 years of experience in Health and Safety Training and regulations. Experienced with On- site Hazardous waste categorization. Thorough knowledge of Federal, State and local regulations. Specialist in the field of Hazardous waste management, including waste characterization, regulatory interpretation, and waste profiling and management/TSDF interaction. On the job experience in establishing "first-in" command post operations. Familiar with and have working knowledge of 49 CFR 172.101 including proper DOT packaging of hazardous materials for shipment. Have performed site safety and health and safety compliance roles on major remediation projects. Played major roles in developing and influencing corporate policies on hazardous waste issues and have held a variety of management positions where my responsibilities were directing environmental staff personnel.

Have maintained storage inventories, shipment record and site inspections for Golden West Refinery. As the Project Manager for Golden West Refinery I have successfully removed over 10,000 tons of RCRA and Non-RCRA soils and debris. Personally managed and coordinated labpacking, disposal and provided all analytical for San Bernardino County School District which is the largest geographical county in the United States. Have influenced many companies to adopt a product destruction program to reduce liability cost, ie. Jafra Cosmetics, Freeman Cosmetics and Kimberly Clark.

David Rains
P.O. Box 1240
Crestline , Ca 92325

Education:

West High School-Bakersfield, CA
Bakersfield Collage Management Building
(Certificate Course)

Certifications:

State of California Registered Environmental Assessor No. 08033

Past Employment:

National Tank Company
03/88 to 5/89

Position: Crew Foreman / Crane Operator
Duties:
* Directing personal in the manufacturing of Co- generation and Steam generator facility's.
* Operated various types of equipment.

Gibson Environmental
5/89 to 7/91

Position: Senior Process Technician
Duties:
* Receiving incoming hazardous waste from various generating sites.
* Creating chemical recipes to properly fixate hazardous soil to a non-hazardous level.
* Running various types of heavy equipment.
* Working in a certified lab performing analysis to determine hazardous elements in soils and water.

7/91 to 11/94

Position: Assistant Manager of Compliance / Service Rep
Duties:
* Overview of the analytical prior to waste being received.
* Manifest tracking
* Assisting customers in profiling and manifesting.
* Staying up to date with state and federal regulations.

Current Employment:

Filter Recycling Services, Inc.
11/94 to 2/97

Position: Environmental Affairs Manager
Duties:
* Set up and maintain a waste tracking program.
* Overview all incoming analytical and profiles for acceptance.
* Dealing with state and local regulators during inspections.

2/97 to Present

Position: Chemical Specialist / Special Projects
Duties:
* Assisting companies with waste minimization and recycling to reduce there out going waste.
* Running various types of facility closure projects.
* Performing various types of Household Hazardous Waste events for municipalities and privet contractors.

Training:

* 40 hour HAZWOPER 29 CFR, 1910.120
* Emergency Response / Spill Control 29 CFR, 1910.120
* Hazardous Materials Training and Testing HM-126 F
* Lockout/Tag out of Hazardous Energy 29CFR 1910.147
* Heavy Equipment Safety Training
* Medic and First Aid Course
* Hazardous Waste Manifest Training HM-215/HM-215B, HM-126 HM-181
* Emergency Evacuation
* Hazardous Waste Characterization Training
* H2s Training
* SCBA Training
* Radioactive Identification/ Radiation Safety

Curt R. Ouellette
9065 Foothill Blvd. Apt C18
Rancho Cucamonga, Ca. 91730
PH: 909 437-7557
mrcro@earthlink.net

Summary of Qualifications

Extensive experience in managing hazardous waste within an industrial environment. Extensive experience in managing low level radioactive material within an industrial environment. Extensive experience in implementing industrial health and safety programs. Extensive experience in auditing industrial health and safety programs. Strong working knowledge of CFR 29, 40 and 49, strong working knowledge of CCR, Title 17.

Education

3/97 – 4/03 Envirnmental, Radiation, Health and Safety Technical Seminars.
[illegible]/93 – 3/95 Chaffey College GE
1991- Present 40 Hour OSHA Hazwoper Certified
Present – Annual 8 Hr refresher certified
1986 – Present Boiler Technologist Operational License
U.S. Navy

Professional Experience

9/05 – Present Filter Recycling Services, Inc. Rialto, Ca.
Project Manager / Field Chemist /Approvals Chemist
Responsibilities are to manage lab packing jobs, identify unknown chemicals using the Heinz 5 step Haz-Kat kit in the field, properly classify, segregate and package hazardous materials for shipment, including manifest generation and all associated regulatory paperwork in compliance with Federal EPA, DOT, RCRA, Title 22, and other applicable industry regulations, procedures and standards. Manage and Coordinate Emergency Response teams as needed for chemical spills and releases. Manage hazardous waste pad for incoming waste drums, tanker truck loads for transfer and disposal, review and approve inbound/outbound Uniform Hazardous Waste Manifests.

7/04 – 9/05 Inland Empire Development Rancho Cucamonga, Ca.
Environment Health and Safety Specialist
Responsibilities are to manage Safety Audits and Environmental issues within Commercial Industry and Commercial Housing Development Projects.(Fire safety, Life safety, Hearing conservation, Electrical safety, and OSHA Regulations). Managed RCRA and Non RCRA waste issues with onsite construction companies and personnel to ensure proper disposal and transportation regulations are achieved. To manage confined space

entries and train onsite personnel prior to any confined space work starting. To ensure that the work is completed safely.

3/97 – 4/03 Cedars-Sinai Medical Center Los Angeles, Ca.
Environmental, Radiation, Safety Technologist
Responsibilities were to manage chemical and radioactive waste programs. Such management included the pick-up, segregation by hazard class, bulk all compatible and organic chemical and radioactive waste. Managing Uniform Hazardous and Non-Uniform Hazardous Waste Manifest programs. Managing chemical releases and assist RSO in radioactive releases throughout hospital and research institute. Assist bio-safety manager on safety audits for Fire, Life Safety, Bio-Hazards, Electrical Hazards, OSHA reportable violations, Radiation Hazards and general safety. Perform weekly wipe tests on radioactive storage facilities.

9/93 – 3/97 Phibro-Tech Inc. Santa Fe Springs, Ca.
Environmental Waste Water Technician
Responsibilities were to conduct wastewater testing for California and RCRA regulated metals using Atomic Absorption and Spectrometric methods. To review and approve inbound and outbound Uniform Hazardous Waste Manifest. Also to conduct treat ability studies for waste stream profiles. Audit quality assurance test methods.

4/92 – 9/93 Chemical Waste Management Irwindale, Ca.
Environmental Field and Safety Technician
Responsibilities were to work directly with RCRA and Non-RCRA hazardous waste for transportation and disposal. Quick response for all Emergency Response situations regarding contracted companies. To perform frequent tests to characterize hazardous properties of chemicals for lab packing.

1/91 – 4/92 California Portland Cement Company Colton, Ca.
Assistant Power Plant Engineer
Responsible for inspection, preventative Maintenance and operation of power generating equipment. Trained plant employees on the safe use of electrical equipment.

Robert Molina
180 W. Monte Ave.
Rialto, Ca. 92376
Ph: (909) 721-1850

Qualifications

Experienced for 13 years in the Environmental Business. Duties ranged from Chemical Packaging, various health and safety duties, equipment inspection, and proper manifesting, profiling, invoice pricing. Currently hold position of Emergency Response Coordinator

Certifications

40 Hr. Hazwoper
Emergency Response
Manifest Training
49 CFR
29 CFR
SCBA
Lockout Tagout
H2S Training
Confined Space
Toxicology Course
Hazardous Energy
Forklift Operator
Heavy Equipment Operator
Medical Assistant Certification
EKG Certification
Phlebotomy Certification

Employment History

Filter Recycling Services, Inc	*1/94 – Present*
Dart Transportation	*1/92-1/94*
Chino Unified School District (All Nations Camp)	*1/86-1/92*

Education

Montebello High School	*1986*

Nova Institute-Medical Assistant *1990*

Qualifications

Hazardous Materials T.S.D.F. Supervisor/Dispatcher & Safety Coordinator
Organize all facility Safety Procedures and Meetings, Train all subordinates on safety procedures.
Presently hold's position of Project Manager and Emergency Response Coordinator.
In Charge of compliance and regulations for Cal EPA, Cal OSHA, DOT and Hazardous Waste permits for Facility.
Over 11 years at current Hazardous Materials Facility with a flawless safety record.

Experience Summary

Over 12 years of experience in Health and Safety Training and regulations. Experienced with On-Site Hazardous waste categorization. Thorough knowledge of Federal, State and local regulations. Specialist in the field of Hazardous waste management, including waste characterization, regulatory interpretation, and waste profiling and management/TSDF interaction. On the job experience in establishing "first in" command post operations. Familiar and have working knowledge of 49 CFR 172.101 including proper DOT packaging of hazardous materials for shipment. Have performed site safety and health compliance roles on Emergency Responses projects.

References

Waste Management of Orange County
1800 S. Grand Ave.
Santa Ana, Ca. 92705
Ph: 714 480-2300
Contact: Chrystal Fennel
Service Provided: Coordinate HHW Roundup's for WM of Orange County. FRS coordinates roundups as well as staff, transport, and dispose of waste.
Cost: $30,000 – $50,000 per year.

City of La Habra
621 W. Lambert Rd.
La Habra, Ca. 90633
Ph: 562 905-9792
Contact: Jeff Henderson
Service Provided: Coordinate HHW Roundup for the City of La Habra. Staff, Transport and Dispose of waste:
Cost: In conjunction with WM of Orange County $150,000 per year

Kinder Morgan/Cal Nev Pipeline LLC
Ph: 714 560-4875
Contact: Mike Pita
Service Provided: Emergency Response coordination and remediation. Transportation and Disposal of various types of waste.
Cost: $500,000 – $1,000,000 per year.

Inland Empire Utilities Agency
6075 Kimball Ave.
Chino, Ca. 91710
Ph: 909 993-1600
Contact: Kathleen Tiegs
Service Provided: Emergency Response transportation and disposal of Hazardous waste.
Cost: $15,000 - $50,000 per year.

City of Riverside
3900 Main St.
Riverside, Ca. 92522
Ph: 951 826-5975
Contact: Cindie Doke
Service Provided: Curbside Collection of Used Oil, filters, and Oily Rags.
Cost: $10,000 to $20,000 per year.

WASTE MANAGEMENT

Orange County District
1800 South Grand Avenue
Santa Ana, CA 92705
(714) 480-2300
(714) 568-6626 Fax

May 24, 2004

David T. Rains
Filter Recycling Services, Inc.
180 W. Monte
Rialto, CA 92376

RE: Mission Viejo Household Hazardous Waste Event

Dear David,

I wanted to express my appreciation to you and your team at Filter Recycling Services, Inc. and the team from Northstate Environmental for helping us to organize the City of Mission Viejo's Annual Household Hazardous Waste Event, as well as your involvement, that helped us to achieve such positive results. We effectively serviced 950 cars, making this one of our most successful HHW events. The professionalism generated by your team, along with the assistance in organizing and directing traffic, afforded us the opportunity for this event to progress effortlessly and efficiently.

Mike Safranski, the Site Services Manager from Unisys Corporation, was also pleased with the outcome of the event. In addition, we received a very positive response from the Mission Viejo residents. They were extremely pleased with the convenient location, as well as the efficiency of the volunteers that collected materials and directed traffic.

On behalf of all of us at Waste Management, we would like to convey our gratitude to you and your competent staff at Filter Recycling Services, Inc., as well as Northstate Environmental, whose participation and contribution were major factors contributing to the success of the event. I will look forward to working with you and your staff at the next Household Hazardous Waste Event for the City of Lake Forest and in the future.

Sincerely,

Chrystal Fennel

Chrystal Fennel
Contract Administrator

cc: John Bennett, Filter Recycling Services, Inc.
Gary Eacker, Northstate Environmental

CF/teb
CF001.DOC

City of La Habra

"A Caring Community"

PUBLIC WORKS
621 W. Lambert Road
P.O. Box 337
La Habra, CA 90633-0337
Office: (562) 905-9792
Fax: (562) 691-1626

To Whom It May Concern:

Filter Recycling Services, Inc. has been our hazardous waste collection subcontractor for the past 5 years. Although I have started working with La Habra during the past year, my experience with Filter Recycling Services, Inc., has shown them to be very professional, highly attentive to all safety procedures, responsible in handling the waste, and very efficient. Additionally, they have a strong commitment to recycling and helping the environment. If their services were up for bid with the City of La Habra, we would strongly consider the services that they offer.

Sincerely,

Jeffrey Henderson
Administrative Analyst II

Printed on Recycled Paper

CITY OF RIVERSIDE

Public Works
Department

August 7, 2006

To Whom It May Concern:

Re: Filter Recycling Curbside Collection Program

On May 17, 2004, the City of Riverside entered into an Agreement with Filter Recycling for Curbside Used Oil Collection and Disposal Services. Under that agreement, Filter Recycling provided curbside/at-the-door collection of used oil, filters and oil rags using an appointment-based system in one pilot area.

Based on the success of that program, the City amended the agreement in October 2004 to expand the service citywide. If you have any questions, please do not hesitate to contact me at (951) 826-5975.

Sincerely,

Cindie Doke
Interim Administrative Service Manager

3900 Main Street • Riverside, CA 92522 • 951 826 5341 • fax 951 826 5542 • www.riversideca.gov

Inland Empire
UTILITIES AGENCY *

6075 Kimball Avenue • Chino, CA 91710
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 597-8875
www.ieua.org
* A Municipal Water District

January 26, 2005

To Whom It May Concern:

RE: Filter Recycling

This letter is written to express appreciation for the service provided by Filter Recycling to the Inland Empire Utilities Agency, a Municipal Water District, located in Chino, California.

Filter Recycling has provided excellent service to the Inland Empire Utilities Agency over the past ten years. Their staff has always gone above and beyond to accommodate the Agency's recycling needs. The level of service provided by Filter Recycling has resulted in numerous referrals to other public agencies.

Sincerely,

Kathleen J. Tiegs
Conservation Program Manager

John L. Anderson
President

Terry Catlin
Vice President

Angel Santiago
Secretary-Treasurer

Wyatt L. Troxel
Director

Gene Koopman
Director

Richard W. Atwater
Chief Executive Officer
General Manager

KINDER MORGAN ENERGY PARTNERS, L.P.

Calnev Pipe Line LLC

August 6, 2006

Filter Recycling Services, Inc.
2230 Riverside Avenue
Rialto, Ca 92316

Subject: Filter Recycling Emergency Response Services

To Whom It May Concern:

On May 1, 2006, Calnev Pipe Line Company, an operating partner of Kinder Morgan Energy Partners (KMEP), called on Filter Recycling Services (Filter) to respond to a jet fuel spill at our facility in Victorville, California. As has been our past experience with Filter, the response crew immediately mobilized, arriving at our site within an hour of the first call. Filter supervisory staff worked with KMEP personnel to determine the appropriate initial response actions and the safety procedures required for implementation. Initial response activities made the area safe and we continued to work with Filter to create a plan for the overall spill cleanup. Filter coordinated logistics of a multi-day remedial excavation designed to remove impacted soil to a depth of 20 feet below grade. Site safety was managed by Filter and regular daily updates were provided to review progress and upcoming activities. Additionally, Filter assisted KMEP with providing update information to state and local response agencies visiting the site.

Overall, Filter helped KMEP manage a cost effective, safe, and timely response to our incident in Victorville. In this incident and others, we have come to count on Filter's quick response and creativity in problem solving. Furthermore, we have found that Filter prioritizes safety, a key requirement for any KMEP contractor.

If you have any questions regarding our past experiences with Filter Recycling Services, please contact me at (714) 560-4875.

Sincerely,

Michael Pitta
Manager, West Coast Remediation

Department of Toxic Substances Control

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Linda S. Adams
Secretary for
Environmental Protection

Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION
WITH CONSOLIDATED TRANSPORTER NOTIFICATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

FILTER RECYCLING SERVICES, INC.
P.O. BOX 449
COLTON, CA 92324

TRANSPORTER REGISTRATION NO: 2950

EXPIRATION DATE: March 31, 2008

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

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

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

MAR 21 2007

(DATE)

Printed on Recycled Paper

Form P-3

CCI

Conservation Consulting International
23862 Hawthorne Boulevard, Suite 201
Torrance, California 90505

QUALITY CONTROL

Operations:

Quality Control of Operations is provided by supervisory oversight, documentation, and program review. The On-site Safety Officer or the approved alternate will be responsible for on-site record keeping which will include certificates of basic training, and medical surveillance, daily logs of workers and visitors present at the site, photographs, attendance lists for those attending site-specific safety sessions, accident reports, air monitoring results, and signatures of employees who have read the Site Safety and Health Plan. Regular reviews of operations are performed to maintain program quality.

Data:

Quality Control of Data is performed using standard sampling quality control methods, as outlined in applicable sampling plans. Laboratory quality control procedures are applicable to sample analysis

For additional QA/QC measures, please refer to last sections which has laboratory information.

Protection and Safety Plan

CCI and Filter Recycling Services takes great responsibility for the well-being of its employees. We firmly believe that accidents can be prevented and our exemplary safety record is evidence of effective performance in this regard.

Health and Safety Plan

A site specific Health and Safety Plan is required on each project prior to mobilization. At a minimum, a Site health and Safety Plan will address:

- ☐ A preliminary investigation of the site to determine physical, chemical and biological properties of known contaminants. As a contingency measure the plan also requires identification of off-site medical facilities to assist in emergency situations.

- ☐ The Health and Safety Plan establishes work zones for the project site. Safety showers, eye wash stations and the appropriate fire extinguishers are identified and located within these zones.

- ☐ Levels of personal protection must be addressed. A determination is made regarding the applicability of U.S. O.S.H.A. Level A, B, C or D protection with specific personal protective equipment being required for the project.

- ☐ Emergency response (i.e.; contingency) procedures are established prior to initiation of any on-site activities.

TRAINING

Filter Recycling Services, Inc. offers an orientation program and handbook to all new employees. Some of the topics covered in this initial orientation are as follows:

1) Confined Space Entry
2) S.C.B.A Certificate
3) Hazardous Waste Characterization
4) Hazardous Waste Manifest Training
5) Waste Analysis Plan Certificate
6) Emergency Evacuation Plan
7) 24 Hour Haz-Woper
8) 8 Hour Refresher Training
9) Drug and Alcohol Awareness/Co. Policy
10) Fire Protection
11) Forklift training
12) Hazard Communication
13) Personal Protective Equipment
14) Lock Out Tag Out Procedures
15) Injury Reporting
16) First aid and CPR

Filter Recycling Services, Inc. complies with OSHA Standards regarding the environmental industry. Training is provided in the following disciplines: IIPP available for review upon request.

PROJECT MANAGERS/SUPERVISORS/DRIVERS

1) 40 hour trained according to the Department of Labor 29 CFR 1910.120
2) Hazardous Waste Training
3) Emergency Team Response to Small Quantity Spills
4) Adult CPR Training
5) Standard First Aid Training
6) Supervisor Training

DRIVING/ENVIRONMENTAL TECHNICIANS

1) 24 hour trained according to the Department of Labor 29 CFR 1910.120
2) Hazardous Waste Driver Training
3) Emergency Team Response to Small Quantity Spills
4) Adult CPR Training

Safety meetings are conducted at least on a weekly basis, and when special projects are in progress. Facility inspections are conducted by the compliance department and or the plant manager for Filter Recycling Services, Inc. These inspections are conducted on a daily basis. A corrective action is documented appropriately and any safety violations found are corrected.

Form P-4

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2004	PRESENT	COUNTY OF RIVERSIDE	P.O. BOX 7489 RIVERSIDE CA 92513	DAN WORKMAN	951-353-5055	EMERGENCY RESPONSE, TRANSPORTATION & DISPOSAL OF HAZWASTE
2006	PRESENT	CALTRANS	1091 EVERTON PLACE RIVERSIDE, CA 92507	DON LAMBERT	951-313 1274	" "
2006	PRESENT	CALTRANS	464 W. FOURTH ST. SAN BERNARD, CA 92501	MICHAEL YARBROUGH	909-383 4581	REMEDIATION OF FORMER SHELL SITE. S.B. DEMO CONTRACT
1997	PRESENT	ONTARIO FIRE DEPT.	425 E. "B" STREET ONTARIO CA 91764	CAPT V.K. HATFIELD	909-375-2002	EMERGENCY RESPONSE, TRANSPORTATION & DISPOSAL OF HAZWASTE
2007	PRESENT	CHP		~~CLIFF DEAN~~	~~951-782-4140~~	ON CALL E.R. + TRANSPORTATION DISPOSAL, RECYCLING OF HAZWASTE
2005	PRESENT	CDF CALIF. DEPT. OF FORESTRY	2524 MULBERRY ST. RIVERSIDE, CA 92501	CLIFF DEAN	951-782-4140	" "
2007	PRESENT	CHP	3300 REED AVE. SACRAMENTO, CA 95605	RALPH MARTINEZ	916-376-3515	" " FLEET OPERATIONS
2006	PRESENT	CITY OF TORRANCE MAINTENANCE YARD	20500 MADRONA AVE. TORRANCE CA 90503	DAVE WINVET	310-781-6980	PHASE I, PHASE II ESA & REMEDIAL PLAN
2006	- PRESENT	LA COUNTY ISD	1100 N. EASTERN AVE. RM 115 1100 N. EASTERN AVE LOS ANGELES, CA 90063	CANDY RODARTE	213-267-2331	REDEVELOPING RECYCLING PROCEDURE FOR ALL LOS ANGELES COUNTY FACILITIES.

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
1998	PRESENT	WASTE MANAGEMENT OF ORANGE COUNTY	1800 S. GRAND AVE. SANTA ANA, CA 92705	CHRYSTAL FENNEL	714 480-2300	TRANSPORTATION, LAB PACK DISPOSAL OF HAZARDOUS WASTE
1997	PRESENT	ULTRAMAR/VALERO	685 W. THIRD ST. HANFORD, CA 92320	JULIE JOHNS	559 583-3282	" "
1999	PRESENT	CONOCO PHILLIPS	2735 S. RIVERSIDE BLOOMINGTON, CA	DAVE ANDERSON		" "
1994	PRESENT	KINDER MORGAN	1100 TOWNE & COUNTRY RD. SUITE 611 ORANGE, CA 92868	MIKE PITA	714 560-4875	" "
2002	PRESENT	BANK OF THE WEST	1450 TREAT BLVD. WALNUT CREEK, CA 94597	ELYSE HEILSHORN	925 942-8541	PHASE I "RUSH" ENVIRONMENTAL SITE ASSESSMENT
2002	PRESENT	BANK OF THE WEST	1450 TREAT BLVD. WALNUT CREEK, CA	GEORGINA DANNATT	925 942-4491	PHASE I ENVIRONMENTAL SITE ASSESSMENT PHASE II ESA, REMEDIATION, MANY SITES
2006	PRESENT	FIRST REPUBLIC BANK	111 PINE STREET SAN FRANCISCO, CA	MICHAEL ZAZZARA	415 296-7761	ENVIRONMENTAL SITE ASSESSMENT "RUSH" AVALON CATALINA
1995	2006	TARGET STORES	VARIOUS (MANY) SITES	DAVID LUCK	612 761-7596	CONVERT FEDCO TO TARGET. DEMOLITION, REMEDIATION TO CLOSURE

2. How many full-time workers does your firm employ? 78

3. Attach an organizational chart or describe the organization of your firm: SEE WORK PLAN

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
CONTAINER MANAGEMENT	RIV.	LEASING	TONE	909 721-2038
T.C.T.	FONTANA	LEASING	ARMANO	909 355-8545
ABATIX	TEXAS	SUPPLIES		TOM

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Form P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer CONSERVATION CONSULTING INTERNATIONAL, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

SENIOR PROJECT MANAGER	RICHARD GUTIERRE
Title	Name
	MARCH 27, 2002
Signature	Date

Form P-6

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: CONSERVATION CONSULTING INTERNATIONAL, INC.

☐ **I AM NOT**
☒ **I AM** — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 78

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1		5	3	20	1
Asian or Pacific Islander						
American Indian						
Filipino						
White					40	8

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	%	20 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
RICHARD S. GUTIERREZ		SENIOR PROJECT MNGR.	03/27/07

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

February 22, 2007

Rick Gutierrez
CONSERVATION CONSULTING INTERN ATIONAL
23862 Hawthorne Boulevard Suite 201
Torrance, CA 90505

Vendor #: 13664201

Dear Rick Gutierrez:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until January 31, 2008 .

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

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

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

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

Form P-7

FORM P-7

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	CONSERVATION CONSULTING INTERNATIONAL, INC.
Company Address:	23862 HAWTHORNE BLVD., SUITE 201
City: TORRANCE	**State:** CA **Zip Code:** 90505
Telephone Number:	310-373-0159
Solicitation For (Type of Services):	EMERGENCY RESPONSE, BEACHES AND HARBORS

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

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: RICHARD STEPHEN GUTIERREZ	**Title:** SENIOR PROJECT MANAGER
Signature:	**Date:** MARCH 27, 2007

Form P-8

FORM P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSERVATION CONSULTING INTERNATIONAL, INC.
Company Name

23862 HAWTHORNE BLVD., SUITE 201
Address

20-5871133
Internal Revenue Service Employer Identification Number

NA
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.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[signature] 03/27/07
Signature **Date**

RICHARD STEPHEN GUTIERREZ
Name and Title of Signer (please print)

IF WE KEEP GROWING IT IS OUR PLAN TO CONTRIBUTE SIGNIFICANT DONATIONS TO THE CANCER SOCIETY. RG

[signature] president

Laboratories

CURRICULUM VITAE
STEVE JONES, Ph.D.
ANALYTICAL CHEMIST

SUMMARY:

Dr. Jones is a qualified Analytical Chemist with over 34 years experience. Since 1984, he has been active in environmental chemistry. Over the past 34 years he has testified several hundred times in court and for depositions as an Expert in various states. Because of his forensic background, his expertise is widely used by environmental consulting firms, attorneys and engineering firms. Throughout his career, Dr. Jones has been active both in the laboratory and in laboratory management. He spent 2-1/2 years as the technical director of IT Corporation's environmental testing laboratory in Cerritos, California, obtaining approvals for that lab for Contract Laboratory Program (CLP- Superfund), and for two additional labs for OEHL (Air Force) and NACIP (Navy) work. He has spent more that 19 years as a bench chemist and is well versed in GC/MS, GC, IR, AA, ICP, wet chemistry methods, as well as extraction techniques.

Currently, Dr. Jones manages his own analytical testing firm which provides consultation, lectures, fuel fingerprinting, simulated distillation, fuel aging and many other chemistry-related services. He has also headed the building, setup, and operation of four analytical testing laboratories. For the past 19 years he has served as a reference for lab personnel and customers who have questions about testing procedures related to environmental and analytical chemistry areas. Aside from managing his analytical testing firm, Dr. Jones teaches "Characterization of Hazardous Waste" and "Organic Chemistry of Hazardous Waste" at the University of California's Extension Service in Irvine, California. Dr. Jones has given numerous presentations related to the environmental testing field and has expertise with most EPA methods.

PROFESSIONAL EXPERIENCE:

JONES ENVIRONMENTAL TESTING LABS, INC., Fullerton, California.
Owner/Manager. (October 1991 to Present)

FULLERTON ENVIRONMENTAL LABS, INC., Fullerton, California.
Laboratory Director/Consultant (July 1992 to June 1995)

GARRETT ENGINEERS, INC,. Los Angeles, California.
Expert in Forensic Consulting Analytical Chemistry. (January 1986 to Present)

TERRA TECH LABS, Santa Ana, California.
Laboratory Director. (May 1990 to October 1991)

BCL ANALYTICAL LABS, Huntington Beach, California.
Laboratory Manager/Owner. (June 1987 to May 1990)

IT CORPORATION, Cerritos, California.
Technical Director. (December 1984 to June 1987)

BECKMAN INSTRUMENTS, Brea, California.
Senior Development Chemist. (May 1982 to December 1984)

KANSAS BUREAU OF INVESTIGATION, Topeka Kansas.
Forensic Chemist. (November 1971 to August 1977)

CREDENTIALS:

Ph.D., Analytical Chemistry, University of California, Riverside, California, 1982.

Master of Science Degree in Analytical Chemistry, California State University, Long Beach, California, 1979.

One year toward a Master's degree in Medicinal Chemistry, University of Kansas, Lawrence, Kansas, 1976.

Bachelor of Science Degree in Chemistry, Washburn University, Topeka, Kansas, 1971.

AFFILIATIONS:

American Association for the Advancement of Science (AAAS).

American Chemical Society (ACS)
- Member, Executive Council, Orange County Chapter of ACS from 1984 to 1989.
- Chairman, Environmental Committee, 1988.
- Chairman, Employment Committee, 1984 to 1987.
- Representative, Western Region Steering Committee, 1989.
- Executive Council, 1987 and 1989 Pacific Conference.

Southern California Analytical Chemist Society (SCALACS).

PUBLISHED ARTICLES:

"Tackling MTBE with Chemical Remediation", J.L Wolf, S. Jones, D.M. Laurence, S.D. Mutch, Soil & Groundwater Cleanup, May 1997, p. 26.

"Organic Solvent Vapor Recovery Systems for Environmental Testing Laboratories", S. Jones and J. Jaworski, Environmental Laboratory, Vol. 4, No.2 page 15.

"Fuel Fingerprinting Analyses Using the Simulated Distillation Procedure According to ASTM 2887", S. Jones, Hydrocarbon Contaminated Soils and Groundwater, Mar. 1993, Vol.3.

"Test Analyzes a Wide Range of Hydrocarbons", S. Jones, Soils, Oct. 1992, page 20.

"Variation in Detection Limits for Environmental Samples", S. Jones, Waste Stream Journal, April 1987.

"Proper Sampling Techniques for Environmental Samples", S. Jones, Waste Stream Journal, Aug. 1986.

"Redox Chemistry of Iron Tetraphenylporphyrin, Imidazolate - Chelated Protoheme, and Thiolate - Chelated Protohem and of their Iron(II) - Superoxide Adducts in Dimethyl Sulfoxide", S. Jones, S. Srivatsa, D. Sawyer, T. Traylor, T. Mincey, Inorganic Chemistry, 1983, 22, 3903.

"Electrochemical and Spectroscopic Studies of 3, 5-Di-tert-Butylcatecholato and 3,5-Di-Tert-Butylcatecholato and o-Semiquinonato Complexes of Copper (11)", S. Harmalker, S. Jones, D. Sawyer, Inorganic Chemistry, 1982, 21, 3692.

"Redox Chemistry of Metal-Catechol Complexes in Aprotic Media 3. 3,5-Di-Tert-Butylcatecholato and 0-Semiquinonato Coplexes of Iron (11)", S. Jones, L. Leon, D. Sawyer, Inorganic Chemistry, 1982, 21, 3692.

"Redox Chemistry of the 3, 5-Di-Tert-Butylcatecholato and o-Semiquinonato Complexes of Transition Metal Ions in Aprotic Media", D-H Chin, S. Jones, L. Leon, P. Bosserman, M. Stallings, D. Sawyer, Advances in Chemistry Series, No. 201, Electronical and Spectrochemical Studies of Biological Redox Compoents, 1982, 28.

"Redox Chemistry of Metal-Catechol Complexes in Aprotic Media 2. 3,5-Di-Tert-Butylcatecholato Complexes of Managanese (IV) and Manganese (III), S. Jones, D-H Chin, D. Sawyer, Inorganic Chemistry, 1981, 20, 4257.

" Heterogeneous Electron Transfer Rate Constants of Substituted Tetra-Phenyl-Porphinato-Silver(11) Complexes", H. Po, S. Jones, Inorganica Chimica Acta, 48 (1981), 37

"The Effect of Substituents on the Oxidation Potentials of substituted Tetra-Phenyl-Porphinato-Silver (11) Complexes", S. Jones, H. Po, Inorganica Chimica Acta, 42 (1980), 95.

	1. Firm Name/Business Address:	2. Year Present Firm Established:	3. Date Prepared:
	Jones Environmental, Inc. P.O. Box 5387 Fullerton, CA 92838 714-449-9937	1991	1/17/07
		6a. Total Personnel 8	

5. Name of not more than Two Principals to Contact (Title/Telephone):

1). Steve Jones, Ph. D.-President (714) 449-9937 2). Jane Jones-Vice-President/Treasurer (714) 449-9937

7. Project Examples,:

		1 TRS – Irwindale, CA	BFI Landfill – Azusa, CA	300	Ongoing
		2 URS, INC./CHEVRON – Guadalupe Restoration Project, CA	Chevron – Guadalupe, CA	250	Ongoing
		3 Dewy Pest Control – Lancaster, CA	Dewey Pest Control	42	Ongoing
		4 Cat Canyon – Santa Barbara, CA	Shell Oil/Conoco Phillips Joint Venture	24	Ongoing
		5 AC Products – Placentia, CA	AC Products	100	Ongoing
		6 Chromalloy – Gardena, CA	Chromalloy	38	Ongoing
		7 Padre Associates/Chevron – Pt. Conception, Santa Barbara, CA	Chevron – Santa Barbara, CA	15	2006
		8 Olive South - Anaheim, CA	Pacific Edge – Lake Forest, CA	38	2006
		9 Western Environmental, Inc. – Mecca, CA	Western Environmental, Inc.	22	Ongoing
		10 Newbury Park, CA	Winefield & Associates, Inc	21	Ongoing

JONES ENVIRONMENTAL

HEALTH AND SAFETY MANUAL

Dr. Steve Jones
Laboratory Director

January 1, 2006

LABORATORY MANAGEMENT

Laboratory management has a firm commitment to maintaining a safe working environment and to ensure that personal safety takes precedent over all other concerns.

Laboratory management shall reprimand personnel not adhering to this safety manual. Repeat offenses may lead to termination.

Laboratory management shall continually assess the need for special safety activities or efforts, such as additional safety meetings to reinforce new employee indoctrination or to discuss new safety policies or practices in relation to changes in laboratory activities, etc.

Laboratory management shall participate in inspections, whether routine or as a result of an accident.

Laboratory management will review and update the Health and Safety Manual as needed.

Laboratory management will instruct all new employees on the safety rules of the laboratory.

Laboratory management will provide a copy of the safety manual to all new employees making sure that each employee acknowledges the importance of understanding and agreeing to follow this safety plan.

Laboratory management will insure that all safety equipment such as fume hoods and fire extinguishers have been properly maintained and are in good working order.

Laboratory management will see that safety and first aid stock is replenished.

THE EMPLOYEE

It is the responsibility of each individual in the laboratory to insure that personal safety takes precedent over all other concerns. Each employee needs to be aware of the hazards involved in working in a laboratory and to take the necessary precautions, such as wearing safety glasses, protective clothing and knowing where safety equipment is located.

FUME HOOD

The fume hood will be operating at all times when laboratory equipment is being used or when fumes from solvents or samples are evident. The proper sash position is marked on the fume hood so that adequate ventilation can take place in the laboratory. The motor for the hood allows for 10 air exchanges per minute in the laboratory when the hood is in operation. This is important since the use of compressed gases such as Helium and Hydrogen will expel oxygen from the laboratory. Although solvents used in the laboratory do not pose a health hazard beyond their flammability, samples received into the the laboratory can pose a health problem and should be handled in the fume hood when opening the sample container.

All chemicals being used should be stored in the hood until the end of the day or until they are no longer needed. At which time these chemicals should be placed back in their normal storage places. Periodic checks of the fume hood by Laboratory Management should take place at least monthly.

SOLVENT STORAGE CABINET

The solvent storage cabinet is located directly beneath the fume hood. It also has been designed as a flame cabinet. All flammable solvents must be stored in this cabinet when the mobile laboratory is moving. All flammable solvents and chemicals, when not in use, must be stored in this cabinet as well. Adequate protection must be present to prevent glass bottles from bumping into one another during the mobile operation of the laboratory. This is accomplished by leaving the 1 liter bottles of solvents in their original shipping containers. These boxes also act as a buffer for the one liter bottles.

FIRE EXTINGUISHER

The fire extinguisher is located on the floor inside the sitting apron on the passenger side of the "A" and "C" mobile laboratories and mounted to the wall of the passenger side in the "B" mobile laboratory. This extinguisher should only be used in emergencies where a solvent or engine fire is present. At no time will the fire extinguisher be used for extinguishing fires on analytical equipment or electrical fires. When an electrical fire occurs, turn on the fume hood, turn off the hydrogen gas going to the analytical equipment and either turn off the generator (if it is running) or unplug the shore power to the laboratory. The hydrogen off valve is located on the compressed gas cylinders. The hydrogen cylinder has a red ring around it. A quarterly check of the fire extinguisher should be made to determine if it should be replaced due to its expiration date. The fire extinguisher should be replaced every 18 months.

COMPRESSED GASES

Only three types of gases are used in the mobile laboratory. They are Helium, Hydrogen, and compressed Air. As with all gas cylinders, the gases are under extreme pressure. As a result, they should be kept from extreme heat and should be bolted to the laboratory frame at all times unless cylinders are being changed. A label is present on all cylinders when they are received indicating whether the cylinder is Full, Partial or Empty. The label indicating the current status of the cylinder should be the bottom label on each tank. When not in use, the tanks should be turned off by turning the valve clockwise on each cylinder top. A valve is present on each tank to indicate when pressure is no longer coming from the cylinder. Helium and compressed Air are not flammable and no extra precautions need to be taken other than the normal problems associated with gases under high pressure. Hydrogen is extremely flammable. If the exhaust area of the cylinder catches fire, move as far away as possible and let the flame burn itself out. Hydrogen dissipates very rapidly and should not cause a great deal of damage.

EYE PROTECTION

Whenever laboratory equipment is being operated especially when repairs are being made to any of the systems, safety glasses should always be worn. Any visitors in the laboratory should also be given safety glasses before entering the tiled portion of the laboratory. Safety glasses are located in the top drawer on the passenger side of the vehicle for the "B" lab and the driver's side for the "A" and "C" labs. Eye protection should also be worn when changing compressed gas cylinders. Eye protection is also required when collecting samples from behind a drilling rig or other heavy equipment. Eye protection is especially important when changing GC columns due to the possibility of glass fragments getting into the eye.

REFRIGERATOR MAINTENANCE

Temperatures of both of the refrigerators in each mobile laboratory should be kept at 4 ^{o} C plus or minus 2 ^{o} C. Samples are to be kept in refrigerator #1 and standards are to be kept in refrigerator #2. Under no circumstances should samples be stored with standards or vice versa. All glass vials or bottles should be protected from damage by placing them in plastic or styrofoam holders. Dirty samples (smelly) should be removed from the refrigerator and kept inside the fume hood until transported for disposal. Food or drink should never be kept in either the sample or standard refrigerators.

EQUIPMENT MAINTENANCE

All analytical equipment should be routinely checked for leaks using a leak detection solution. Weekly checks should be routinely performed and every time that tanks are changed. Gas pressures should be checked every time that a column is changed. Septa should be changed every 50 analytical runs on GC's performing diesel analyses. The PID should be cleaned weekly or as needed. The ELCD solvent reservoir should be filled as needed and checked daily when in use. The reaction tube in the ELCD should be changed after every 150 analytical runs or sooner if resolution becomes poor. Each time the reaction tube is changed the resin beads should also be changed including the replacement of the n-propyl alcohol in the reservoir. Fittings on both systems should be checked for leaks daily before beginning any analytical runs. These fittings become loose with the heating and cooling of routine use. Dust should be removed from the GC's periodically and the filters blown out to remove dust and lint.

Gas Chromatograph Systems by their nature have hot surfaces especially injection ports and detector blocks. Touching these surfaces with bare hands (fingers) would not be advised. Leather gloves are provided in each lab if these hot surfaces need to be handled, ie. changing septa, cutting/changing columns, cleaning detectors, etc. In addition, the Purge and Trap Systems and Auto Samplers, including their attendant transfer lines have hot surfaces and care should be taken when working near these surfaces.

The GC/MS System, in addition to the hot surfaces of the Gas Chromatograph, Purge and Trap System and transfer lines, has a high vacuum system in place when operating. Care should be taken not to improperly shut this system down and to make sure the system is properly vented.

VEHICLE AND GENERATOR MAINTENANCE

The oil level on the generator and van must be checked before starting. The generator uses its crank case oil for cooling and it must be at the correct level before starting each day. Oil is changed in the van every 3000 miles along with the filter. Oil is changed in the generator every 150-200 engine hours. The filter is changed every 300 engine hours. The air cleaner in the generator is cleaned by blowing out dust every 300 engine hours or as needed. The water level in the radiator is also checked in the van; summer coolant is added as needed.

TRAVELING REQUIREMENTS

Before taking the mobile laboratory to a site or for repair, all equipment must be secured or put away before starting the trip. Brackets and bungie cords are provided for this purpose. A check list is provided to assure that everything is present and correctly situated before starting. Nothing should be sitting on the bench immediately behind the driver which would hit the driver after a sudden stop. Samples being stored in the refrigerators should be contained on the lowest shelves and packed tightly so they will not fall out of the refrigerator when turning a sharp corner. The vent in the roof of the van must be closed during transit.

FOOD AND DRINK

Eating and drinking are not permitted in the mobile laboratory except at the front of the laboratory. Food shall not be stored in chemical or sample refrigerators. Food may be stored only in refrigerators labeled for food only. Heating food in the mobile laboratory is not permitted. Laboratory equipment, such as beakers or other glassware shall not be used for eating and drinking by anyone.

INCIDENTS OR INJURIES

All job related incidents or injuries must be reported to Lab Management regardless of the severity. In case of an on-the-job injury, report to your supervisor (or supervisor on site) so that transportation can be arranged to the nearest medical facility. Most mobile laboratory destinations have their own Health and Safety Plan in case of emergencies. This plan will by necessity take president over this Health and Safety Plan.

HOUSEKEEPING

The fact that hazardous and highly toxic chemicals and waste samples can be present in the mobile laboratory demand that proper housekeeping practices be maintained in order to prevent accidental exposure. Stringent cleanup procedures are required to prevent chemicals from being left on surfaces such as bench tops, floors, and under hoods. Everyone who works is expected to keep the laboratory clean and uncluttered as part of the job. When finished, clean immediately and do not leave loose ends for others. Don't walk away from a mess. This is unsafe and very rude to your fellow workers.

HAZARDOUS WASTE

Chemicals or samples are never to be dumped in sinks or the trash. Chemicals and samples will be disposed of correctly. Do not leave solvents under the hood to evaporate into the atmosphere. Waste solvents will be recycled. Waste will be removed from the mobile lab to the hazardous waste storage area on a routine basis. Waste is not to be left in unmarked containers or outside of the hazardous waste storage area. Read the labels on the hazardous waste barrels to make sure that waste is correctly mixed.

LABORATORY SPILLS

Evaluate the spill. If the substance is hazardous or unknown, evacuate the area immediately and notify your supervisor or supervisor on site. Do not attempt to clean up any large or hazardous spill yourself. Do not attempt to clean up a spill without the proper training. Consult the MSDS's for safe handling and cleanup before re-entering the area. Cleanup procedures should not be attempted alone. The area should be isolated and marked to prevent accidental exposure prior to cleanup. Appropriate safety gear shall be worn during cleanup and discarded safely afterward. Cleanup of any spill that occurs outside of the mobile laboratory is the responsibility of the on-site consultant's supervisor. We are to be of advisory help only. The mobile laboratory should be moved away from such spill.

Only five solvents are used in the mobile laboratories: Methanol, Hexane, Freon-113, Acetone and n-Propanol. Only Freon-113 is non-flammable. n-Propanol is not used in the "A" laboratory. In the event that a spill of one or more of these solvents occurs, turn on the fume hood and close the laboratory doors. Wait outside the lab. Each of these solvents is highly volatile and can be removed efficiently from the lab within a half hour by the fume hood. This is true for spills as large as 4 liters.

MANUAL LIFTING

Get help if you need it. Bend your knees. Keep a good grip. Be sure of you footing. Keep your balance. Lift with your leg muscles, not your back. Keep the load close to your body. Keep hands and fingers clear.

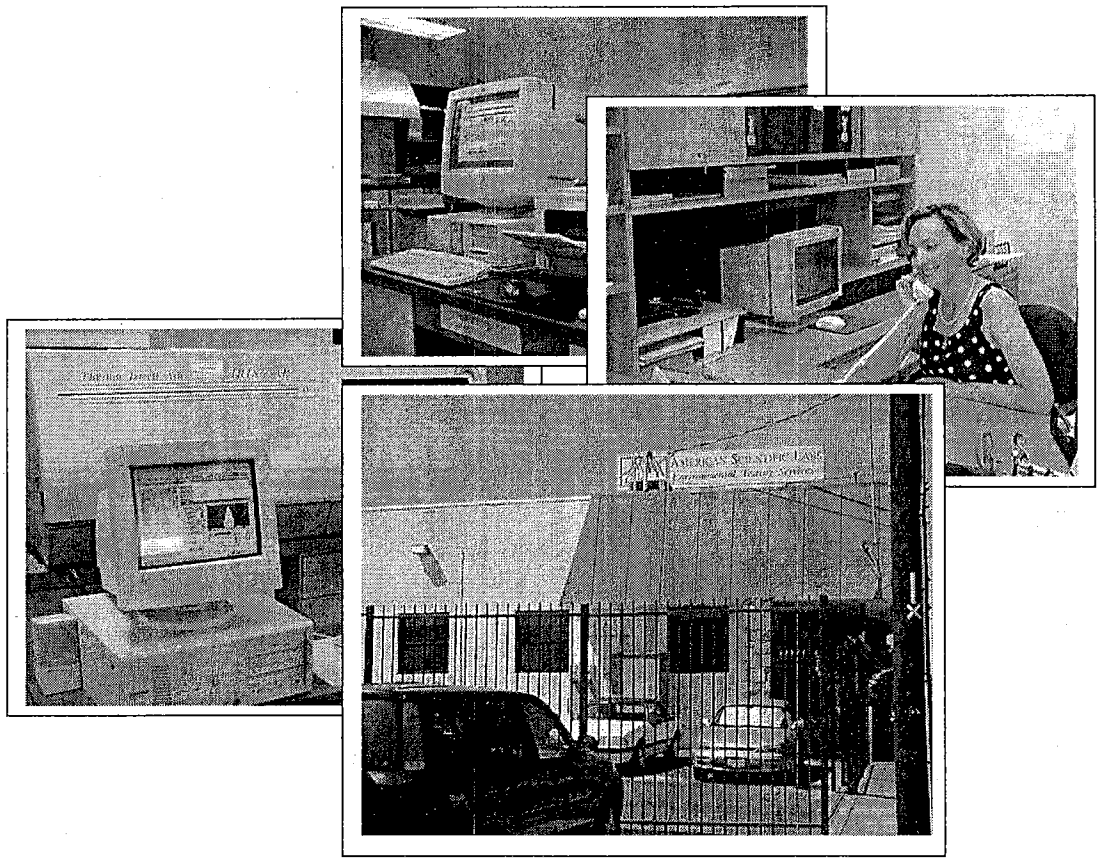
ANNUAL 40 HOUR OSHA REFRESHER TRAINING AND PHYSICAL EXAMINATION

Each employee performing analyses in the field in a mobile laboratory must take an 8 hour OSHA refresher training class each year. This assumes that the employee has already finished the original 40 hour training class. The class must emphasize hazards seen in the laboratory as well as those hazards seen in the field. Since the mobile laboratory is present in a wide variety of field situations, the general description for the 8 hour training should be sufficient. A respirator retrofitting should be included in the original 40 hour training. In addition to the 8 hour refresher course, each employee operating the mobile laboratory must take an annual medical physical. Additional more specific training will be given by the laboratory manager pertaining to situations and exposures not covered by OSHA training. This manual also contains specific items not covered under non-mobile laboratory conditions.

OTHER PERSONAL SAFETY CONSIDERATIONS

- There must be unrestricted passage to all safety equipment. Keep floors clear, uncluttered and dry.
- Know the location and use of all safety equipment and MSDS's.
- There is no smoking in the laboratory at any time because of potential for starting fires.
- Care should be taken whenever one enters or leaves the van since footing may be slippery and the steps into and out of the van are not regular 10 inch steps.
- There are ridges where the sliding doors cross the steps and where the tile flooring meets the end of the bed part of the van. These can cause tripping.
- Before leaving at any time make sure that the shore power cord has been disconnected from the laboratory and stowed so that rain water or other materials cannot get into the female portion of the shore power cord.
- All electrical connections from the generator to the fuse box and from the fuse box to the electrical outlets should be checked periodically for any sign of frayed wires.
- Whenever travel where a restricted access area is encountered, especially where overhead barriers are present, make absolutely sure that the air conditioner part of the van will clear this access before proceeding. Failure to do this will cause permanent damage to the roof of the vehicle. Heights greater than 10 feet will allow the vehicle to pass through unobstructed.
- Common sense is the best safety policy. If it doesn't look right or it smells funny, get help immediately before proceeding.

American Scientific Laboratories, LLC
Environmental Testing Services



STATEMENT OF QUALIFICATIONS

2520 San Fernando Road, Los Angeles, CA 90065

Phone (323) 223-9700 ◆ Fax (323) 223-9500

WWW.ASLLAB.COM ◆ AMSCILAB@ATTGLOBAL.NET

American Scientific Laboratories, LLC
STATEMENT OF QUALIFICATIONS

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I. INTRODUCTION

1.1. American Scientific Laboratories, LLC

American Scientific Laboratories, LLC (ASL) was founded on July 1996 as an Environmental Testing Laboratory to provide high quality analytical data and personalized customer service to clients in the environmental field.

American Scientific Laboratories, LLC is certified by the California Department of Health Services, Certificate No. 2200

American Scientific Laboratories, LLC offers its expertise in environmental testing to consulting engineers, industries, laboratories, public utilities, and government. The laboratory is supported by a professional staff who have extensive experience in environmental testing. The laboratory is equipped with the latest innovative state of the art instrumentation.

American Scientific Laboratories, LLC adheres to strict QA/QC protocols. The laboratory is committed to provide **data that is scientifically valid, legally defensible and of known precision and accuracy to all clients**.

1.2. Commitment to Quality

ASL is committed to provide highly accurate and legally defensible data at all times. With this pledge, over the past 5 years, the laboratory has invested over **one million dollars in new instrumentation alone.**

ASL believes that a key step toward achieving our commitment is by investing heavily in the latest analytical and information processing technologies capable of producing accurate data meeting the most stringent requirements of clients and regulatory agencies.

In addition to capital investment for instrumentation, the **ASL** has hired highly qualified personnel with extensive knowledge in the environmental field. All employees of **ASL** are committed to provide clients with quality data and excellent customer service.

1.3 American Scientific Laboratories, LLC Company Information and Representative Analytical Project Experience

American Scientific Laboratories, LLC (ASL), was established in 1996 to serve the environmental testing needs of government agencies, consulting firms, manufacturing industries, and hazardous materials contractors throughout Southern California from our centrally-located, Los Angeles location. We pride ourselves on our ability to meet the diverse and stringent requirements of site assessment, remediation, monitoring and waste disposal projects overseen by regulatory agencies throughout the state.

ASL is certified as a drinking water, water & wastewater, and hazardous waste testing laboratory by the State of California (DHS-ELAP #2200), and is certified by the Los Angeles County Sanitation District (LACSD) to perform analyses for environmental testing. American Scientific Laboratories carries General Commercial Liability insurance and Workers Compensation insurance under policies issued by the Golden Eagle Insurance Company. ASL also carries Professional Errors and Omissions insurance under a policy issued by the Admiral Insurance Company.

The 6,000 square foot ASL Los Angeles Laboratory serves many Southern California clients and we pride ourselves on our ability to meet the diverse and stringent requirements of site assessment, remediation, monitoring and waste disposal projects overseen by regulatory agencies throughout the state. Selected Case Histories of Analytical Projects completed by American Scientific Laboratories, LLC:

PROJECT DESCRIPTIONS

Project Name:	CalTrans, San Diego/Escondido Highway Waste Characterization Testing
Type of Project:	Soil, Waste and Stormwater Testing
Name of Client:	CalTrans (Prime Contractor – Roberts Engineering)
Client Contact/Phone No.:	Victor Roberts (760) 746-9935

Project Personnel: Rojert Araghi, Amolk Brar, Wendy Lu

Date Work Was Completed:	9/97 to 12/00
Regulatory Oversight Agency:	DTSC and Respective County CUPAs
Project Description:	Over 1000 samples of soil, sediment, and stormwater collected from highway rights-of-way storm channels have been have been analyzed to date for the presence of petroleum hydrocarbons, heavy metals, and other hazardous compounds.

PROJECT DESCRIPTIONS (continued)

Project Name:	TAMCO, Inc, Waste Characterization Testing
Type of Project:	Industrial Slag Waste Testing
Name of Client:	TAMCO (Prime Contractor – Clayton Group Services, Inc.)
Client Contact/Phone No.:	Gustavo Valdevia (714) 431-4100

Project Personnel: Rojert Araghi, Amolk Brar, Wendy Lu

Date Work Was Completed:	3/99 to 6/00
Regulatory Oversight Agency:	DTSC
Project Description:	Over 300 samples of industrial slag were crushed and analyzed for heavy metals, and other hazardous compounds as part of a hazardous waste characterization project.

Project Name:	Los Alamitos Air Station, Groundwater Monitoring
Type of Project:	Groundwater Monitoring
Name of Client:	DOD Los Alamitos Air Station (Prime Contractor – Clayton Group Services, Inc.)
Client Contact/Phone No.:	Femi Ayeni (714) 431-4100

Project Personnel: Rojert Araghi, Amolk Brar, Wendy Lu

Date Work Was Completed:	1/99 through Present
Regulatory Oversight Agency:	California Regional Water Quality Control Board – Los Angeles Region
Project Description:	This is a long-term groundwater monitoring project at a municipal deep-water port facility. Over 2000 samples of groundwater have been tested to date for the presence of petroleum hydrocarbons, heavy metals, and other hazardous compounds.

Project Name:	Rocketdyne, Santa Susana Rocket Motor Test-Firing Facility
Type of Project:	Hazardous Material Release Site Characterization & Monitoring
Name of Client:	Boeing Corporation (California DTSC is Directly Overseeing This Project.)
Client Contact/Phone No.:	Chris Bonds (DTSC) (818) 586 2573

PROJECT DESCRIPTIONS (continued)

Project Personnel: **Rojert Araghi, Amolk Brar, Wendy Lu**

Date Work Was Completed: 4/00 through Present
Regulatory Oversight Agency: DTSC
Project Description: This is a joint government agency/private site characterization and monitoring project at a former rocket motor test-firing facility. Over 300 samples of soil and groundwater have been tested to date for the presence of heavy metals, dioxins, and other hazardous compounds.

Project Name: Teleflex/Talley Site Cleanup, Newbury Park, CA
Type of Project: Hazardous Material Release Site Groundwater Monitoring
Name of Client: Teleflex Corporation (Prime Contractor – Emcon/IT Corporation)
Client Contact/Phone No.: Roy Hauger (818) 841-1160

Project Personnel: **Rojert Araghi, Amolk Brar, Wendy Lu**

Date Work Was Completed: 3/99 through 9/99
Regulatory Oversight Agency: California Regional Water Quality Control Board – Los Angeles Region

Project Description: This is a long-term groundwater monitoring project at a former electronics facility. Over 100 samples of groundwater have been tested to date for the presence of volatile organic compounds, heavy metals, and other hazardous compounds.

Project Name: Port of Long Beach, Groundwater Monitoring
Type of Project: Hazardous Material Release Site Groundwater Monitoring
Name of Client: Port of Long Beach (Prime Contractor – McLaren/Hart/Jones, West)
Client Contact/Phone No.: Carolyn Snyder (949) 752 3208

PROJECT DESCRIPTIONS (continued)

Project Personnel: **Rojert Araghi, Amolk Brar, Wendy Lu**

Date Work Was Completed:	1/00 through 12/00
Regulatory Oversight Agency:	California Regional Water Quality Control Board – Los Angeles Region
Project Description:	This is a long-term groundwater monitoring project at a municipal deep-water port facility. Over 500 samples of groundwater have been tested to date for the presence of petroleum hydrocarbons, heavy metals, and other hazardous compounds.

II. Environmental Testing Services

Environmental Testing Services Provided by American Scientific Laboratories.

- Trace Environmental Analysis According to EPA Methodologies.

  - EPA SW-846, January 1, 1998
  - EPA -600/4-79-020
  - EPA -600/4-91/010, June 1991
  - EPA -600/R-93/100, August 1993
  - EPA -600/R-94/111, May 1994

- Petroleum Hydrocarbons Analysis According to State of California DHS-LUFT Guidelines.

- Groundwater Monitoring According to Regional Water Quality Control Board Guidelines (RWQCB).

- Well Investigation Program (WIP) of the Regional Water Quality Control Board (RWQCB)

- Electronic Data Files (EDF) which comply with the requirements of the California State Water Resources Control Board (SWRCB)

- Drinking Water Analysis for SDWA Compliance.

- Waste Discharge Analysis of Samples for NPDES Permits

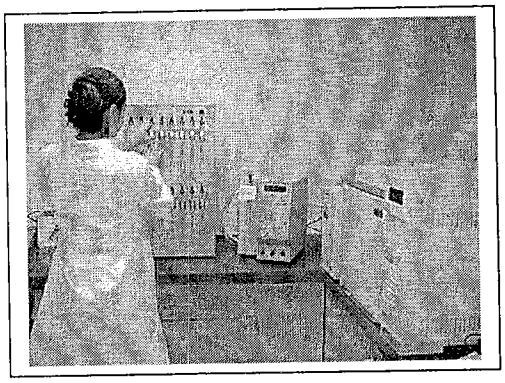
- ASTM Methods For the Analysis of Liquids and Solids

- Standard Methods For the Analysis of Liquids and Solids

III. Major Instrumentation

A. Organic Compounds

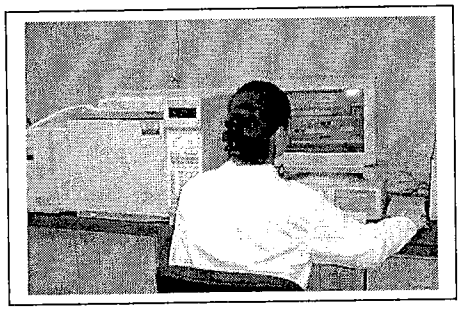
The Organic Department is equipped with the latest innovative GC Hewlett-Packard (Agilent) instrument ever built. We have determined that the **HP 6890 Series GC System is the most capable and reliable platform for GC analytical methods.** The HP 6890 Series GC features **Electronic Pneumatics Control (EPC)** which yields accurate and reproducible results.).



EPC brings convenient, precise digital control to all pneumatic functions, either from the keyboard or from methods downloaded from HP Chemstation. With this feature, **ASL** is capable of handling huge workload efficiently. And efficiency, does not mean just smooth operation but ability to analyze samples and retrieve results easily and effectively.

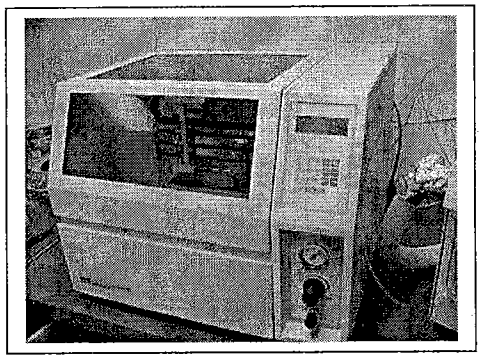
Another important advantage of having EPC is that the GC system will equilibrate faster and provide a more stable system that needs less frequent calibration. With this feature, laboratory can provide **day-in, day-out confidence in results**. With EPC, the laboratory can analyze samples using constant flow and higher oven temperature programming rates**(this feature is not available in older version of GC's)** which yields to constant baseline, less noise and better reproducible data in less time. **ASL**, with the EPC advantage, can consistently provide **on-time results every time** with high level of quality.

The HP/Agilent 6890 GC system also features **multi-technique HP Chemstation** . With the HP Chemstation, **ASL** can monitor instrument and actual conditions, chromatograms, spectra, and the instrument log book all in **REAL TIME.**



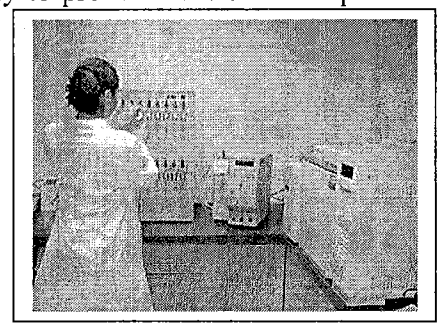
With more and more industries adhering to rigid standards of Quality Control and documentation, the laboratory (because of HP/Agilent 6890 GC system) can provide good laboratory performance (GLP) reports which provide a thorough review document showing detailed results of analysis including run logbook information, calibration and chromatograms. All chromatograms, if needed, can be re-integrated and recalculated without rerunning samples for data verification. With this GLP capability **(this feature is also not available with older version of GC's) ASL** maintains a run log which records all run deviations for reporting with data. Also, all GC parameters can be recorded, reproduced for reporting and filed with data record. Data files are saved in uneditable format for assured integrity.

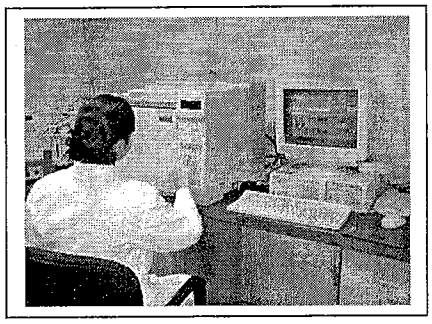
With this advanced GC System, all ASL clients are assured that the laboratory will provide data that can meet stringent requirements with a quick turnaround time. Other important features of GC analysis that are critical for environmental analysis to achieve high quality data are purging autosamplers, Purge- and-Trap sample concentrator equipment and detectors.



Purging autosamplers (OI DPM-16) are very important to laboratories in order to provide quick turnaround time, meet high capacity demands and achieve low detection limits. The laboratory is equipped with 5 purging multi-samplers for volatile analysis and 1 direct inject autosampler for semi-volatile analysis. DPM-16 is the recommended multisampler for analyzing solids, sludges, soils and water samples containing large amounts of particulate. It is also suitable for clean water analysis. With DPM-16, low-level soil analysis according to EPA method 5030 and CLP protocol could be performed. To expedite the processing of soil and water samples for analysis by EPA Method 8260B, ASL now also utilizes the latest technology OI Model 4552 Purge-and-Trap Water/Soil Autosampler. The Model 4552 allows automated purge-and-trap analysis of both water and soil samples in the same run. The 51-position sample tray can be cooled to 4°C to meet USEPA method requirements. Each sample can be individually programmed for any one of the 30 methods stored in the auto-sampler. The system includes soil sample stirring and a unique hot water rinse of all sample pathways with 100°C water followed by a helium flush which minimizes carryover and provides faster cycle times.

The Model 4560 Purge-and-Trap sample concentrator collects and transfers volatile organic compounds to a GC or GC/MS for analysis. **This Model 4560 from OI is the latest version and most advanced of all purge-and-trap available in the market.** The model 4560 has a built in cyclone water management which minimizes the amount of water transferred to the analytical column and detector. It also has the capability to provide controlled temperature of each heated zone. **With all these advanced features, the laboratory can provide its clients with better chromatography, quick turnaround time and reduced interference from sample matrix. ASL's** GC instruments are equipped with FID, PID, ELCD detectors for EPA methods 601,602,8010,8015 Modified (Gas) and 8020. The advantage of these PID/ELCD or FID/PID dual-detector set from OI is that it occupies only one detector port on GC without the use of transfer lines or nonstandard fillings. It only requires the use of one injector, one column, and one make up gas. **This means that ASL can achieve better signal to noise ratios and better detection limits** even during high capacity demands. This also means that the laboratory will provide data to clients that are accurate, precise and reproducible on a daily basis.



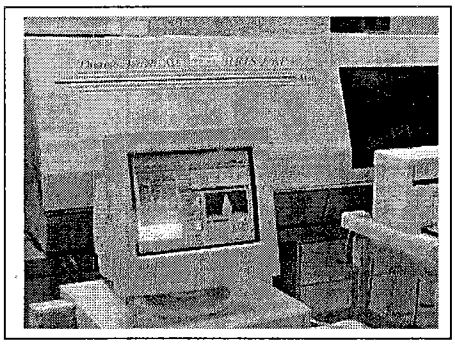


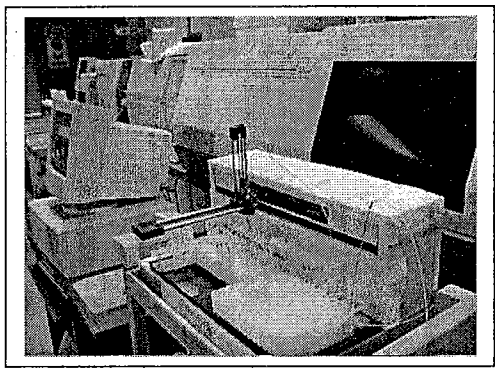
On top of all these advance features of the HP 6890 series GC system, **ASL** intentionally invested on and acquired the HP5972 A MSD-which is the Total-Performance benchtop GC/MS system. The HP5972A MSD has the capability to analyze **trace components in complex matrices** (Micrograms in full-scan). Because of EPC together with large 10^6 MSD dynamic range, linear over four orders of magnitude, **ASL** can provide data that is accurate and reproducible. HP 5972A MSD also has the Wiley library of compounds, which contains **275,000 list of compounds.** This is the largest compound list available in the market today. With this list and the HP5972A MSD, the laboratory can analyze and quantitate up to **250 compounds in a single analysis.** The HP 5972A MSD produces true classical electron-impact spectra that can be compared to accepted classical library spectra for positive identification of both target compounds and unknowns. With true spectra, the laboratory is confident that our data will stand up to **scientific and legal challenge.**

B. Inorganics

1. Metals

The Inorganic Department of the laboratory is equipped with the **most powerful ICP emission instrument ever built.** The TJA IRIS AP High Resolution Duo Spectrophotometer has a CID (charge Injection Device) solid state detector capable of **determining the entire emission spectrum of All elements in the periodic table simultaneously.** This technology is not available in older version of ICP's. With this capability, the laboratory can analyze samples for all elements and would not be limited to restricted wavelength coverage of photomultiplier tubes or segmented CCD based systems. The complete spectral coverage provided by CID provide numerous performance benefits. Numerous analytical wavelengths may be used on each element, thereby providing confirmatory results for the element in addition to the result on the primary wavelength. This capability reduces the possibility of false positives. To our knowledge, **no other environmental laboratory in Southern California has this capability.** In addition to CID detector, the IRIS AP offers another major advance in ICP technology-"**Trace Tech.**" Trace Tech Axial plasma technology provides detection limits 10 to 30 times lower than those obtained using conventional ICP emission instruments. This means that **ASL** can analyze for **ALL METALS (CCR Title 22)** excluding mercury using IRIS AP ICP and achieve detection limit comparable

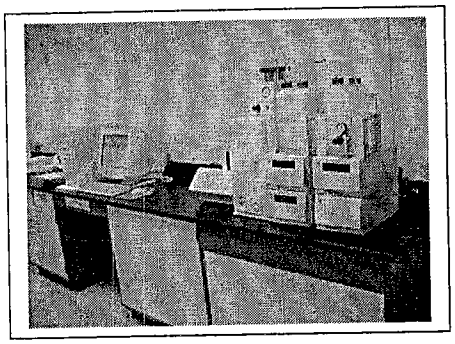




to graphite furnace simultaneously. With this faster speed of analysis, the laboratory can provide accurate and reproducible data with very low detection limits in less time with high throughput (300 samples can be analyzed for CCR Title 22 metals in one day). In addition to the TJA IRIS AP, **ASL** also has the TJA AA-SCAN 4. This instrument is capable of performing automated analysis of samples for graphite furnace, flame and Cold Vapor Hg. Cold Vapor Hg is performed using TJA AVA 880 which is capable of running **100 samples/day unattended while achieving very low detection limits (0.5ppb).**

2. Conventional Analyses

The Conventional Section of the Inorganic department also offers the latest technology (see instrument list) for performing conventional analyses. The laboratory is equipped with the latest model Dionex DX-600 Ion Chromatograph. This advanced instrument allows **ASL** to analyze for Chromium VI by EPA 7199 & EPA 218.6 (and other anions) at extremely low detection levels (down to 0.1 ppb). ASL is also equipped with the pH/ISE model 710A meter from Orion. This advanced model multi-meter is microprocessor-controlled and features pH Auto-calibration and simultaneous temperature display. The laboratory also purchased the latest version of electrodes (ISE) for Fluoride, Ammonia, Oxygen to achieve low detection limits and reproducible, reliable results. In addition to pH/ISE meters, the laboratory also has the Orion model 162 conductivity meter, Orbeco-Hellige turbidimeter, COD reactor, Horiba OCMA-320, HACH DR/2010 Spectrophotometer. **All these instruments are the latest models available in the market today.** With all these latest instrumentation and technology, the laboratory can provide clients with reliable data which always has been a problem in the past for conventional analysis.



3. Fixed Gases

Instrumentation for the testing of:

a) Fixed gases O2, N2, H2, CH4, CO, CO2 in air.
b) Analysis of dissolved gases, Methane Ethene, Ethane, Carbon Dioxide and Carbon Monoxide in water.

The Fixed Gas Analyzer (FGA) is a gas chromatograph configured for analyzing a variety of gaseous samples without hardware changes.

The system is designed to measure common fixed gases, including O2, N2, H2, CH4, CO and CO2. Other light hydrocarbons can be detected by extension of the run time. Chromatographic conditions are optimized to achieve full separation of compounds of interest and to minimize analysis time.

The analyzer is based on the Varian Model 3800 Gas Chromatograph and is configured with 16-position automated sampler, fully automated valving, a Thermal conductivity Detector, and a

Flame Ionization Detector plumbed in series with the Thermal Conductivity Detector. A Reduction Catalyst System is installed between the Thermal Conductivity Detector and Flame Ionization Detector for detection of low levels of Carbon Dioxide and Carbon Monoxide as Methane.

The Varian Workstation provides data collection from the detectors allows full monitoring of the complete system, and permits full monitoring of the complete system, and permits full control of nearly all parameters on the gas chromatograph.

The Fixed Gas Analyzer (FGA) has the capabilities to test dissolved Methane, Ethane, Ethylene, Acetylene Carbon Dioxide and Carbon Monoxide in Water.

The measurement of dissolved gases in ground water is important in determining whether intrinsic bioremediation is occurring in a fuel of solvent contaminated aquifer. A simple procedure is used for the collection and subsequent analysis of ground water samples for these Analysts.

TABLE 1
MAJOR INSTRUMENTATION AND ANALYTICAL EQUIPMENT

QTY	MANUFACTURER/MODEL #	DESCRIPTION	EQUIPMENT USE
1	Hewlett Packard 6890 Series GC with OI 5350 PID/ELCD Detectors(274811),	Gas Flow Module(275032),EPC Packed Inlet(113) and Quick Connect Option (305)	**Halogenated 601/602 8010/8020A 8021B**
1	Hewlett Packard 6890 Series GC with OI 4450 Tandem PID/FID Detectors,	OI Gas Flow Modules 275032/275016, EPC Split/splitless Inlet(113) and Quick Connect(305)	**TPH/Gas 8015/8020A 8021B**
1	HP 6890 Series GC with FID Detector (210), EPC Split/Splitless Inlet	(112) and Quick Connect (305)	**TPH/Diesel 8015m (DOHS LUFT)**
1	HP G1916A 7673	Single Tower Autosampler	**8015Diesel/TPH**
5	OI 4560	Purge & Trap	**5030A**
5	OI DPM-16	Tandem Multi-sampler with 18" Mounts	**5030A**
1	HP G1721A	Chemstation with Vectra Pentium Computer, HP G2070AA GC Software, Eviroquant Software and Laserjet5+ Printer	**601,602,624 8010B,8015gas 8015Diesel 8020A, 8021B**
2	HP/Agilent 6890GC	with 5972A Series MS Detector & Triod Controller, 6890 GC with EPC & Split/Splitless injector,Vec tra Pentium Computer with CD-Rom, G1701AA MS Operating Software and Laserjet 4 Printer.	**624/8240B/8260B**
3	OI 4552	51 Position Multi-sampler	**5035A**
1	HP G1032C	Enviroquant Software	
1	HP G1035A	WILEY Library Software (275,000 list of Compounds)	
1	HP Option 710 HPIB	Board for PC	

Table 1(Cont.)

QTY	MANUFACTURER/MODEL#	DESCRIPTION	EQUIPMENT USE
1	HP/Agilent 6890GC	with 5972A Series ECD Detector & Triod Controller, 6890 GC with EPC & Split/Splitless injector,Vec tra Pentium Computer with CD-Rom, G1701AA MS Operating Software and Laserjet 4 Printer.	**608/8081/8082**
1	HP G1916A 7673	Single Tower Autosampler	**608/8081/8082**
1	HP G1032C	Enviroquant Software	
1	HP/Agilent 6890GC	with 5972A Series MS Detector & Triod Controller, 6890 GC with EPC & Split/Splitless injector,Vec tra Pentium Computer with CD-Rom, G1701AA MS Operating Software and Laserjet 4 Printer.	**625/8270**
1	HP G1916A 7673	Single Tower Autosampler	**625/8270**
1	HP G1032C	Enviroquant Software	
1	ICP System 2001 IRIS Duo Spectrograph	with Multi-Tasking Option High Resolution Option(189-900nm) Water Recirculator	**200.7/6010A**
1	TJA-300 Intelligent Autosampler		**200.7/6010A**
1	Varian Model 3800 GC	Fixed gases O2, N2, H2, CH4, CO, CO2 in air. Analysis of dissolved gases, Methane Ethane, Carbon Dioxide and Carbon Monoxide in water. Varian Workstation Software	**ASTM D1946** **RSK-SOP175**

Table 1(Cont.)

QTY	MANUFACTURER/MODEL#	DESCRIPTION	EQUIPMENT USE
1	Flame/Furnace AA	AA Scan 4 with Caliber 486-66 MHz Computer System Automated Flame Drawer Option Reference Beam Deuterium Arc Background Corrector	**200 Series** **7000 Series**
1		TJA-150 Autosampler for Flame & Hydride Use	
1		AVA 880 Automatic Vapor Accessory	
1		Model 188 CTF Graphite Furnace	
1		Discrete Direct injection Autosampler for Furnace	

1	pH/ISE Orion 710A meter	pH
1	Conductivity Orion Model 160 meter	Specific Conductance
1	Orbeca-Hellige Turbidimeter	Turbidity
1	Dissolved Oxygen Meter	BOD, DO
1	COD Reactor	COD Digestions
1	DR/2010 Spectrophotometer	Cyanide, Nitrate, Nitrite, Phosphate, COD etc.
1	Environmental Express Rotator for TCLP	TCLP and STLC and STLC extraction.
1	Dionex DX-600 Ion Chromatograph	CrVI, Perchlorate, Anions

IV. Laboratory Staff

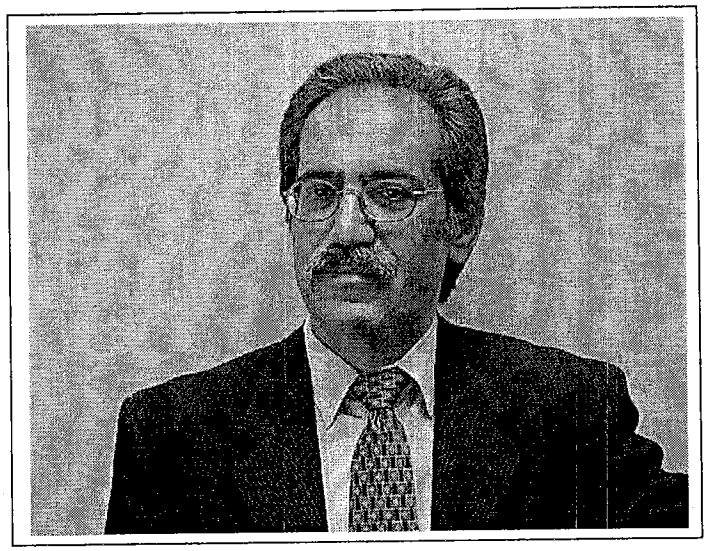
The President and Laboratory Director of **ASL**, Rojert G. Araghi, founded the laboratory with the goal of becoming the pre-eminent environmental testing laboratory in Southern California. In order to accomplish this, he recruited key professional Environmental Laboratory personnel possessing diverse experience in analytical chemistry, and with the highest ethical standards.

The **ASL** organization specializes in working on analytical projects with challenging environmental requirements, successfully completing large volumes of analytical work in support of assessment, remediation and monitoring projects throughout the county. We have established excellent working relationships with the industries and consulting firms involved in these programs. These relationships have benefited our clients by promoting a high level of communication and cooperation between the personnel at our laboratories, compliance program managers and the project managers at the consulting firms serving the facilities concerned. We work to achieve a close alignment of the analytical services that we provide with the rapidly-evolving needs of our clients. The **ASL** organization has drawn upon our technical resources and the expertise of our personnel to maximize the productivity of the operations and data management systems within our laboratory.

ASL strives to work with our clients in a highly collaborative manner, and to proactively address any questions or technical issues that may arise during the course of a project. We have found that such an approach actually improves operating efficiency and profitability for both our clients and ourselves. By directing our main focus toward providing extraordinary levels of quality and service to our customers, we have been able to forge exceptionally stable and beneficial relationships with our customers over the past several years. Once a collaborative relationship has been established, we find that both the client and our organization can focus more effectively on quality issues and, typically, more resources are available to devote to the continual improvement of the work product that we deliver to the underlying client. Our greatest asset is our staff and their ability to share knowledge with our clients. We believe that, by providing our clients with competitive pricing, superior levels of customer service and innovative, cost-saving information management solutions, our organization will remain one of the leading environmental testing firms in California.

The resumes of key personnel are presented on the following pages of this section.

ROJERT GEVORK ARAGHI



EXPERIENCE

June 1996 to Present
President, Lab Director
AMERICAN SCIENTIFIC LABORATORIES, LLC Los Angeles, CA
Set up laboratory procedures for certification by DOHS.

Jan. 1991 to June 1996
Lab Director, start up AETL. received original certificate (#1541) & holding for last 6 years.
AMERICAN ENVIRONMENTAL TESTING LAB, INC., Burbank, CA
Set up laboratory procedures for certification by DOHS. Recruited professional staff and established laboratory organization, designed the laboratory facility and developed client service procedures.

April 1988 to Aug.1991
Organic Section Manager
NATIONAL ENVIRONMENTAL TESTING (NET Pacific), Burbank, CA.
Started as a GC and GC/MS operator, running EPA analytical methods.
Worked on certification of 604/8040 and 624/8240.
Established standard operating procedures and quality assurance program for the organic section. Supervised six chemists and two technicians.

Feb. 1987 to April 1988
Quality Control Laboratory Chemist.
GROW GROUP, INC., Montebello, CA.
Raw material, in process and finished product control of professional and household products. Utilized GC, IR, UV-VIS instruments, following A.S.T.M. methods.

June 1981 to Nov.1986 — Quality Control Laboratory Manager
BAYER PHARMACEUTICAL, Tehran, Iran.
Managed the chemical quality and in-process control laboratories. Re-organized and strengthened in-process control practices. Also acquired state of the art equipment to increase quality and efficiency of the laboratory. Supervised five chemists, eight technicians, and three inspectors. HPLC, GC, IR, UV-VIS, utilized U.S.P., N.F. and B.P. methods.

June 1976 to May 1981 — Production Supervisor
BRISTOL MYERS, INC.,(Pharmaceutical Division), Tehran, Iran.
Supervised product formulation department as well as filling labeling and packaging production lines following G.M.P. methods.

April 1975 to June 1976 — Quality Control Laboratory Chemist
PFIZER LABORATORIES (Pharmaceutical Division), Tehran, Iran.
Raw material and finish product control following U.S.P. methods.

August 1974 to Mar. 1975 — Control Room Operator
LAVAN PETROLEUM COMPANY , Lavan Island, Iran.
Operating the sweetening, desalting & exporting plant of crude oil.

Nov. 1972 to July 1974 — Laboratory Assistant
NATIONAL UNIVERSITY OF IRAN, Tehran, Iran.
Biochemical laboratory instructor of second year medical students.

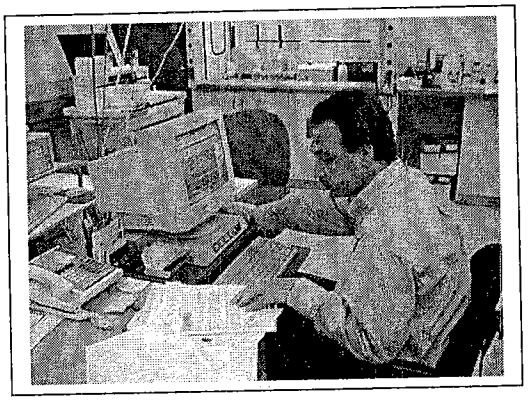
SPECIAL SKILLS

- Perkin-Elmer Laboratory Instruments Training Class for HPLC and IR, Italy, 1985.
- NET, Inc., Professional Meeting of 20 Divisional Laboratory managers, Chicago, March, 1991.
- Hewlett Packard, Capillary GC Class, Los Angeles, May, 1991.
- Three Courses of Managerial Skills and TQM Program, San Francisco, 1989, 1990, and 1991.

EDUCATION

M.S. Chemistry, Pars University, Tehran, Iran, June, 1972

AMOLK "MOLKY" BRAR



PROFESSIONAL EXPERIENCE:

9/96-Present American Scientific Laboratories, Los Angeles, CA

Laboratory Manager: Responsible for the day to day operations of the laboratory including hands on analysis of samples for metals & wet chemistry.
Also responsible for checking final reports, business relationships and client service.

6/95-8/96 AETL, Burbank, CA

Laboratory Supervisor: Responsible for the management of the entire Inorganic Department. Duties include Supervision of staff and responsibility for daily operations of the Inorganic Department. Hands on experience on the following instrumentation: TJA ICAP 61E, AA Scan-1 with AVA 880 for Hg Analysis and CTF 188 Graphite Furnace. Position also includes checking of final reports, client service and problem resolution in analysis of samples. Reengineered entire Inorganic Department to improve TAT, productivity and quality of data.

3/89-5/95 National Environmental testing, Burbank, CA

Department Supervisor: Primary duty was the supervision of staff in the Wet Chemistry and Metals Department. This included the day to day organizing, planning and processing of samples for Inorganic analysis.

This position requires an in-depth knowledge of Analytical Chemistry and familiarity with EPA methods and protocols as well as expertise on the following instrumentation: ARL 3410 ICP with Mini-torch, TJA VIDEO 22 AA and PE Graphite Furnace 4100ZL, HP Gas Chromatograph and UV/Visible Spectrophotometer.

Position also included the use of LIMS System for data entry and approval of final reports as well as evaluation of QC data in order to meet QA protocols. Responsible for methods development and problem resolution in samples analyses. Started position as a Chemist and was promoted to Supervisory level.

AMOLK "MOLKY" BRAR (cont'd)

1/87-3/89 IPS Corporation, Gardena CA

Chemist/Lab Technician: Responsible for research and development of new formulas for acrylic and vinyl adhesives. Duties included product analysis utilizing PE Headspace GC, IR, Computerized Colorimeter, and Viscosimeter.

Position also included evaluation and problem resolution in quality control, production and customer satisfaction.

1/87-10/87 California Flavor Lab, Pacoima, CA

Lab Technician: Responsible for research and development of juice formulations. Instrumentation used for analysis included Waters HPLC, PE GC and UV/Visible Spectrophotometer. Product analysis included Wet Chemistry.

This position required the use of Lotus 1-2-3.

EDUCATION:

ATENEO DE MANILA UNIVERSITY, Manila, Philippines
Completed a total of 32 units in preparation for
a Master Degree in Business Administration, March 1986.

UNIVERSITY OF SANTO TOMAS, Manila, Philippines
Bachelor of Science in Chemistry, March 1982

PROFESSIONAL TRAINING:

Thermo Jarrel Ash Instruments Training Class for Atomic Absorption (Theory and Operation) Menlo Park, June 1989

EPA sample preparation and digestion methods (SW 846)- class instructed by Dr. Mark Tatro, Santa Rosa, May 1990

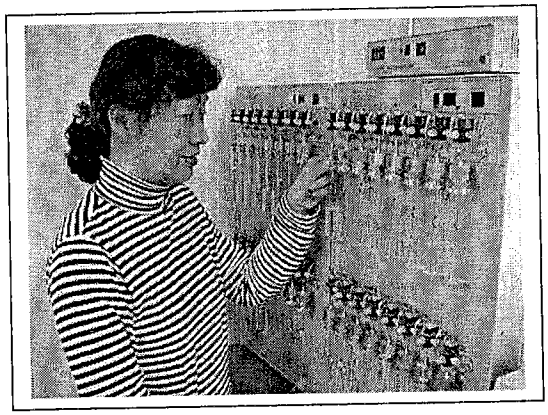
Restek capillary GC class-Irvine, 1994

Supervisory Training-TQM and Team building skills 1989 and 1990

Managerial Training course- New Jersey 1993 and 1994.

Fisions Instruments Training class for ICP-(Theory and Operation)-January, 1995

WENDY LU, MS



PROFESSIONAL EXPERIENCE

Organic Supervisor, Sep. 1996-Present

American Scientific Lab, LLC LA, CA

Obtained Certificate of 8240, 8260, 601/602, 8010,8020, 8015Mod/Gasoline, Diesel Method for ASL.

Chemist, June 1994 - August 1996

American Environmental Testing Laboratory, Inc., Burbank, CA

Setting up 8310 method (HPLC) polynuclear aromatic hydrocarbons and obtaining the certificate for AET Laboratory. Analysis of chemical contamination in air, soil, water, solid waster, liquid waster using GC, GC/MS and HPLC with EPA method 601/8010 purgeable halocarbons, 602/8020 purgeable aromatics, 624/8240, 8260 volatiles/purgeable, 8015mod TPH as gasoline or lighter hydrocarbons TPH as diesel, Kerosene, Jet fuels, or heavy hydrocarbons.

Q.C. Chemist, Feb. 1994 - June 1994

Lonza, Inc. Los Angeles, CA

Qualitative and quantitative analysis for biotin, DMS in process specification, raw materials, etc. by GC, TCL, UV, IR, HPLC and wet chemistry methods.

Research Assistant, Sept. 1992-Dec. 1993

Department of Chemistry, University of Scranton, PA

Determination of cholesterol in serum by UV spectrophotometer quinine in urine by fluorometry, aspirin and caffeine in analgesic drugs by HPLC, sodium in

serum by AA spectrum, etc.

Lab Technician, June 1992-Aug. 1992
Applied Physical & Chemical Laboratory, Pomona, CA
Analysis of organochloride pesticides & PCBs, diesel, gasoline, chlorinated herbicides, volatile halocarbons, aromatic hydrocarbons using GC with different detectors.

WENDY LU, MS (cont'd)

Research Associate, Aug. 1982-March 1988
Shanghai Institute of Coal-Coke Chemistry, Shanghai, China
Developing methods for determination of trace thionaphthene in naphthalene by GC with flame photometer detector; rapid determination of silver ion in fixative using silver selective electrode; determination m-methyl phenol in p-,o-, m-methyl phenol using HPLC and IR spectroscope quantitative methods.

EDUCATION

University of Scranton, PA
M.S. in Biochemistry Chemistry-June,1993

Shanghai Institute of Chemical Technology, China
B.S. in Analytical Chemistry-June, 1982

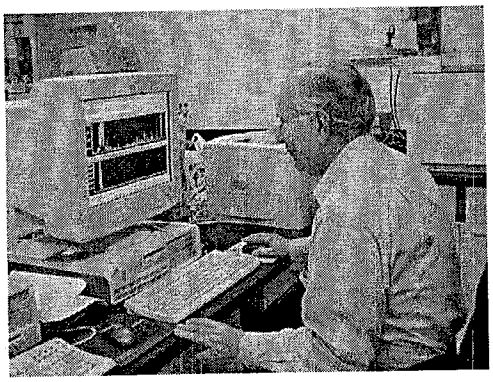
REPRESENTATIVE LAB SKILLS

Gas Chromatography (GC)	High Pressure Liquid Chromatography(HPLC)
Atomic Absorption (AA)	UV Absorption Spectrum
Fluorometry	Infrared (IR) Spectrum
Wet Chemistry for Analysis	

PUBLICATION

Lu W. Determination of trace thionaphthalene in naphthalene by gas chromatography with flame photometer. Cooking and Byproduct 1984; 15:3:44-45.

Arshak Yarijanian, Ph.D.



EDUCATION

Technical University, West Berlin, Germany - Ph.D. Analytical Chemistry, 1978.

CAPABILITIES AND EXPERTISE

Managerial and supervisory responsibilities for performance of EPA SW-846 analytical methods for semi-volatiles and pesticides by the laboratory. Directly responsible for day to day analytical operations, implementation of Quality Control and Quality Assurance programs, and responsible for marketing and commercialization of analytical services. Extensive experience in method development and operational oversight of environmental laboratory for the analysis of soil, hazardous wastewater, air (collected in Tedlar bags or adsorbed on active adsorbents as Tenax or charcoal tubes), and landfill gases (collected in cylinders and tested by cryogenic concentration and thermal desorption technique). Experienced with ASTM, NIOSH, and EPA Contract Laboratory program methods, EPA SW-846, EPA 500, 600 and 8000 series. Experienced with Proficiency Analytical Testing (PAT) an AIHA industrial hygiene procedure. Experienced in the operation of: GCs, Perkin Elmer 8500 series, Varian 6000,3400,3700 linked with CD 401 computers, Turbochrom, Carl AGC Seria1400 for gas testing, GC/MS 5890 with Chemstation for the testing of volatiles and semivolatiles. Knowledge of Electron Capture, Electrolytic Conductivity in Chlorine Mode, (and in Sulfur Mode for the testing of Mercaptans) in Tedlar bags, Photo-ionization and Flame-ionization detectors. Experienced with HPLC for the testing of Formaldehyde in air as a complex with DNPH, also experienced in method development.

WORK EXPERIENCE

American Scientific Laboratories LLC.: January 2002 to present

Semi volatiles Organic Section Group Leader

American Environmental Testing Labs, Inc.: March 1998-December 2001

Senior Chemist, Testing of Volatile and Semi-volatile Organic Compounds.

ABN Environmental Labs, Inc.: December 1993- January 1998

Laboratory Director and responsible for marketing.

AER Labs, Inc.: August 1992-December 1993

Senior Chemist and Supervisor of Organic section.

Ensotech, Inc.: March 1991- August 1992

Supervisor of Organic section

Certified Testing Labs, Inc.: January 1988-April1991

Senior Chemist, Industrial Hygiene Testing

Pesticides Production Co.: January 1979-August 1986

Lab Director and Production Manager, later assigned as the director of the Granulation and Liquid Formulation Plant. Project submitted to Ministry of Industries and received approval on June 17, 1982 regarding erection of Pesticides Wettable Powder Formulation Plant, including chemical testing facility at Industrial City.

V. Laboratory Certifications & Certificate of Insurance

American Scientific Laboratories, LLC is approved by the State of California (DHS-ELAP) and Los Angeles County Sanitation District to perform analyses for environmental testing.

ASL is certified as a drinking water, water and waste water and Hazardous Waste Testing Laboratory.

The certification letter and list of approved parameters are presented on the following pages. The certificate of General Liability, Workers Compensation & Professional Liability (E & O) Insurance are also presented.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

ENVIRONMENTAL LABORATORY CERTIFICATION

Is hereby granted to

AMERICAN SCIENTIFIC LABORATORIES, LLC

2520 N SAN FERNANDO ROAD

LOS ANGELES, CA 90065

Scope of certification is limited to the
"Accredited Fields of Testing"
which accompanies this Certificate.

Continued certification status depends on successful completion of site visit, proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2200**

Expiration Date: **01/31/2009**

Effective Date: **01/01/2007**

Richmond, California
subject to forfeiture or revocation

George C. Kulasingam, Ph.D.
Program Chief
Environmental Laboratory Accreditation Program

CALIFORNIA DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Accredited Fields of Testing

AMERICAN SCIENTIFIC LABORATORIES, LLC
2520 N SAN FERNANDO ROAD
LOS ANGELES, CA 90065

Lab Phone (323) 223-9700

Certificate No: 2200 **Renew Date:** 01/31/2005

Field of Testing: 102 - Inorganic Chemistry of Drinking Water

102.030	001	Bromide	EPA 300.0
102.030	003	Chloride	EPA 300.0
102.030	005	Fluoride	EPA 300.0
102.030	006	Nitrate	EPA 300.0
102.030	007	Nitrite	EPA 300.0
102.030	008	Phosphate, Ortho	EPA 300.0
102.030	010	Sulfate	EPA 300.0
102.520	001	Calcium	EPA 200.7
102.520	002	Magnesium	EPA 200.7
102.520	003	Potassium	EPA 200.7
102.520	005	Sodium	EPA 200.7
102.520	006	Hardness (calc.)	EPA 200.7

Field of Testing: 103 - Toxic Chemical Elements of Drinking Water

103.040	002	Antimony	SM3113B
103.040	010	Lead	SM3113B
103.040	013	Selenium	SM3113B
103.130	001	Aluminum	EPA 200.7
103.130	002	Arsenic	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	005	Cadmium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7
103.130	015	Silver	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.150	002	Antimony	EPA 200.9
103.150	009	Lead	EPA 200.9
103.150	014	Thallium	EPA 200.9
103.161	001	Mercury	EPA 245.2
103.310	001	Chromium (VI)	EPA 218.6

Field of Testing: 108 - Inorganic Chemistry of Wastewater

108.020	001	Conductivity	EPA 120.1
108.040	001	Hardness	EPA 130.2
108.050	001	pH	EPA 150.1
108.060	001	Residue, Filterable	EPA 160.1
108.070	001	Residue, Non-filterable	EPA 160.2
108.100	001	Residue, Settleable	EPA 160.5
108.110	001	Turbidity	EPA 180.1
108.112	001	Boron	EPA 200.7
108.112	002	Calcium	EPA 200.7

As of 02/03/2004 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

108.112	003	Hardness (calc.)	EPA 200.7
108.112	004	Magnesium	EPA 200.7
108.112	005	Potassium	EPA 200.7
108.112	006	Silica	EPA 200.7
108.112	007	Sodium	EPA 200.7
108.120	001	Bromide	EPA 300.0
108.120	002	Chloride	EPA 300.0
108.120	003	Fluoride	EPA 300.0
108.120	004	Nitrate	EPA 300.0
108.120	005	Nitrite	EPA 300.0
108.120	006	Nitrate-nitrite, Total	EPA 300.0
108.120	007	Phosphate, Ortho	EPA 300.0
108.120	008	Sulfate	EPA 300.0
108.130	001	Acidity	EPA 305.1
108.140	001	Alkalinity	EPA 310.1
108.162	001	Chloride	EPA 325.3
108.174	001	Chlorine Residual, Total	EPA 330.5
108.180	001	Cyanide, amenable	EPA 335.1
108.181	001	Cyanide, Total	EPA 335.2
108.191	001	Fluoride	EPA 340.2
108.202	001	Ammonia	EPA 350.3
108.220	001	Nitrate	EPA 352.1
108.240	001	Nitrite	EPA 354.1
108.250	001	Dissolved Oxygen	EPA 360.1
108.262	001	Phosphate, Ortho	EPA 365.2
108.263	001	Phosphorus, Total	EPA 365.2
108.282	001	Sulfate	EPA 375.4
108.290	001	Sulfide	EPA 376.1
108.291	001	Sulfide	EPA 376.2
108.310	001	Biochemical Oxygen Demand	EPA 405.1
108.323	001	Chemical Oxygen Demand	EPA 410.4
108.330	001	Oil and Grease	EPA 413.1
108.350	001	Total Recoverable Petroleum Hydrocarbons	EPA 418.1
108.360	001	Phenols, Total	EPA 420.1
108.370	001	Surfactants	EPA 425.1
108.380	001	Oil and Grease	EPA 1664
108.390	001	Turbidity	SM2130B
108.400	001	Acidity	SM2310B
108.410	001	Alkalinity	SM2320B
108.420	001	Hardness (calc.)	SM2340B
108.421	001	Hardness	SM2340C
108.430	001	Conductivity	SM2510B
108.440	001	Residue, Total	SM2540B
108.441	001	Residue, Filterable	SM2540C
108.442	001	Residue, Non-filterable	SM2540D
108.443	001	Residue, Settleable	SM2540F
108.447	001	Boron	SM3120B
108.447	002	Calcium	SM3120B
108.447	003	Hardness (calc.)	SM3120B
108.447	004	Magnesium	SM3120B
108.447	005	Potassium	SM3120B
108.447	006	Silica	SM3120B
108.447	007	Sodium	SM3120B
108.451	001	Chloride	SM4500-Cl- C

108.465	001	Chlorine	SM4500-Cl G
108.470	001	Cyanide, Manual Distillation	SM4500-CN C
108.472	001	Cyanide, Total	SM4500-CN E
108.473	001	Cyanide, amenable	SM4500-CN G
108.480	001	Fluoride	SM4500-F C
108.490	001	pH	SM4500-H+ B
108.504	001	Ammonia	SM4500-NH3 F
108.506	001	Ammonia	SM4500-NH3 G
108.510	001	Nitrite	SM4500-NO2 B
108.531	001	Dissolved Oxygen	SM4500-O G
108.540	001	Phosphate, Ortho	SM4500-P E
108.541	001	Phosphorus, Total	SM4500-P E
108.580	001	Sulfide	SM4500-S= D
108.590	001	Biochemical Oxygen Demand	SM5210B
108.602	001	Chemical Oxygen Demand	SM5220D
108.630	001	Oil and Grease	SM5520B
108.640	001	Surfactants	SM5540C
108.660	001	Chemical Oxygen Demand	HACH8000
108.670	001	Nitrite	HACH8507
108.672	001	Phosphate, Ortho	HACH8048
108.675	001	Phosphorus, Total	HACH8190

Field of Testing: 109 - Toxic Chemical Elements of Wastewater

109.010	001	Aluminum	EPA 200.7
109.010	002	Antimony	EPA 200.7
109.010	003	Arsenic	EPA 200.7
109.010	004	Barium	EPA 200.7
109.010	005	Beryllium	EPA 200.7
109.010	007	Cadmium	EPA 200.7
109.010	009	Chromium	EPA 200.7
109.010	010	Cobalt	EPA 200.7
109.010	011	Copper	EPA 200.7
109.010	012	Iron	EPA 200.7
109.010	013	Lead	EPA 200.7
109.010	015	Manganese	EPA 200.7
109.010	016	Molybdenum	EPA 200.7
109.010	017	Nickel	EPA 200.7
109.010	019	Selenium	EPA 200.7
109.010	021	Silver	EPA 200.7
109.010	023	Thallium	EPA 200.7
109.010	024	Tin	EPA 200.7
109.010	026	Vanadium	EPA 200.7
109.010	027	Zinc	EPA 200.7
109.051	001	Arsenic	EPA 206.3
109.161	001	Lead	EPA 239.2
109.190	001	Mercury	EPA 245.1
109.191	001	Mercury	EPA 245.2
109.280	001	Selenium	EPA 270.2
109.370	010	Lead	SM3111B
109.430	001	Aluminum	SM3120B
109.430	002	Antimony	SM3120B
109.430	003	Arsenic	SM3120B
109.430	004	Barium	SM3120B
109.430	005	Beryllium	SM3120B
109.430	007	Cadmium	SM3120B

109.430	009	Chromium	SM3120B
109.430	010	Cobalt	SM3120B
109.430	011	Copper	SM3120B
109.430	012	Iron	SM3120B
109.430	013	Lead	SM3120B
109.430	015	Manganese	SM3120B
109.430	016	Molybdenum	SM3120B
109.430	017	Nickel	SM3120B
109.430	019	Selenium	SM3120B
109.430	021	Silver	SM3120B
109.430	023	Thallium	SM3120B
109.430	024	Vanadium	SM3120B
109.430	025	Zinc	SM3120B

Field of Testing: 110 - Volatile Organic Chemistry of Wastewater

110.010	000	Halogenated Volatiles	EPA 601
110.020	000	Aromatic Volatiles	EPA 602
110.040	040	Halogenated Hydrocarbons	EPA 624
110.040	041	Aromatic Compounds	EPA 624
110.040	042	Oxygenates	EPA 624
110.040	043	Other Volatile Organics	EPA 624
110.060	040	Halogenated Hydrocarbons	SM6210B
110.060	041	Aromatic Compounds	SM6210B
110.060	042	Oxygenates	SM6210B
110.060	043	Other Volatile Organics	SM6210B

Field of Testing: 111 - Semi-volatile Organic Chemistry of Wastewater

111.101	030	Pesticides	EPA 625
111.101	031	PCBs	EPA 625
111.101	032	Polynuclear Aromatic Hydrocarbons	EPA 625
111.101	033	Adipates	EPA 625
111.101	034	Phthalates	EPA 625
111.101	035	Herbicides	EPA 625
111.101	036	Other Extractables	EPA 625
111.170	030	Organochlorine Pesticides	EPA 608
111.170	031	PCBs	EPA 608

Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste

114.010	001	Antimony	EPA 6010B
114.010	002	Arsenic	EPA 6010B
114.010	003	Barium	EPA 6010B
114.010	004	Beryllium	EPA 6010B
114.010	005	Cadmium	EPA 6010B
114.010	006	Chromium	EPA 6010B
114.010	007	Cobalt	EPA 6010B
114.010	008	Copper	EPA 6010B
114.010	009	Lead	EPA 6010B
114.010	010	Molybdenum	EPA 6010B
114.010	011	Nickel	EPA 6010B
114.010	012	Selenium	EPA 6010B
114.010	013	Silver	EPA 6010B
114.010	014	Thallium	EPA 6010B
114.010	015	Vanadium	EPA 6010B
114.010	016	Zinc	EPA 6010B
114.040	001	Arsenic	EPA 7060A
114.103	001	Chromium (VI)	EPA 7196A

114.106	001	Chromium (VI)	EPA 7199
114.130	001	Lead	EPA 7420
114.131	001	Lead	EPA 7421
114.140	001	Mercury	EPA 7470A
114.141	001	Mercury	EPA 7471A
114.170	001	Selenium	EPA 7740
114.222	001	Cyanide	EPA 9014
114.240	001	pH	EPA 9040
114.241	001	pH	EPA 9045
114.250	001	Fluoride	EPA 9056
114.270	001	Fluoride	EPA 9214

Field of Testing: 115 - Extraction Test of Hazardous Waste

115.020	001	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311
115.021	001	TCLP Inorganics	EPA 1311
115.022	001	TCLP Extractables	EPA 1311
115.030	001	Waste Extraction Test (WET)	CCR Chapter11, Article 5, Appendix II
115.040	001	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312

Field of Testing: 116 - Volatile Organic Chemistry of Hazardous Waste

116.020	030	Nonhalogenated Volatiles	EPA 8015B
116.020	031	Ethanol and Methanol	EPA 8015B
116.030	001	Gasoline-range Organics	EPA 8015B
116.040	041	Methyl tert-butyl Ether (MTBE)	EPA 8021B
116.040	060	Halogenated Volatiles	EPA 8021B
116.040	061	Aromatic Volatiles	EPA 8021B
116.040	062	BTEX	EPA 8021B
116.080	000	Volatile Organic Compounds	EPA 8260B
116.080	120	Oxygenates	EPA 8260B
116.100	001	Total Petroleum Hydrocarbons - Gasoline	LUFT GC/MS
116.100	010	BTEX and MTBE	LUFT GC/MS
116.110	001	Total Petroleum Hydrocarbons - Gasoline	LUFT

Field of Testing: 117 - Semi-volatile Organic Chemistry of Hazardous Waste

117.010	001	Diesel-range Total Petroleum Hydrocarbons	EPA 8015B
117.015	001	Diesel-range Total Petroleum Hydrocarbons	LUFT GC/MS
117.016	001	Diesel-range Total Petroleum Hydrocarbons	LUFT
117.017	001	TRPH Screening	EPA 418.1
117.110	000	Extractable Organics	EPA 8270C
117.111	070	PCBs	EPA 8270C
117.111	071	Pesticides	EPA 8270C
117.111	072	Herbicides	EPA 8270C
117.210	000	Organochlorine Pesticides	EPA 8081A
117.220	000	PCBs	EPA 8082

Field of Testing: 120 - Physical Properties of Hazardous Waste

120.010	001	Ignitability	EPA 1010
120.070	001	Corrosivity - pH Determination	EPA 9040B
120.080	001	Corrosivity - pH Determination	EPA 9045C

WATER RECLAMATION
SOLID WASTE MANAGEMENT

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

JAMES F. STAHL
Chief Engineer and General Manager

March 12, 2003
Laboratory I.D. No. 10223

Rojert G. Araghi
Laboratory Director
American Scientific Laboratories, LLC
2520 North San Fernando Road
Los Angeles, California 90065

Dear Mr. Araghi:

The County Sanitation Districts of Los Angeles County (Districts) *Wastewater Ordinance* specifies that all required industrial wastewater analyses be performed by a California State Certified laboratory or by a laboratory approved by the Sanitation Districts.

The Districts recognize your revised certification as an Environmental Laboratory by the State of California Department of Health Services and will accept the sample results for those analyses which you are certified to perform. The laboratory identification number appearing on this letter **must** be included on all analysis reports submitted to the Districts.

Continued recognition of your certification shall be maintained by periodic satisfactory completion of performance sample analyses, compliance with Districts' requirements and an adequate rating on any future visits by Districts' personnel. Please notify the District upon any changes of name, address, telephone number, or supervisory personnel.

If you have any questions regarding this laboratory approval, please contact David B. Whipple of the Sanitation Districts' Industrial Waste Section at extension 2909.

Very truly yours,

James F. Stahl

Linda M. Shadler
Supervising Civil Engineer
Industrial Waste Section

LMS:DBW:dfd
Docs: 209260

Recycled Paper

VI. Data Set Deliverables

The Laboratory on a daily basis will take specific action to verify sample integrity, performance of analyses, data processing and record maintenance.

The Laboratory has a Quality Assurance and Quality Control program in place which will enable the laboratory to provide data of known accuracy and precision. The laboratory will also be able to provide QC data that meets or exceeds QC requirements of regulatory agencies (see table 2).

TABLE 2

DATA SET DELIVERABLES (EPA DATA VALIDATION)

METHOD REQUIREMENTS	DELIVERABLES
Requirements for all methods:	
Holding time information and methods requested	Signed chain-of-custody forms
Discussion of laboratory problems	Case narratives
LCS run with batch of samples processed	Date Analyzed
Organics:	
Sample results	Lab. Format
Surrogate recoveries. Surrogate to be used in volatiles. For volatiles by GC, surrogate names should reflect the appropriate surrogate used	Lab. Format
Matrix spike/spike duplicate. One spike and spike duplicate per 15 samples of similar matrix	Level I QC Summary
Method blank data	Level I QC Summary
GC/MS tuning for volatiles	Level II QC Summary
	Level II QC Summary
GC/MS initial calibration data for volatiles	Level II QC Summary
For volatiles by GC; initial calibration data-if calibration factors are used	Level II QC Summary
For volatiles by GC & GC/MS continuing calibration data	Level II QC Summary
If calibration factors are used, calibration factors and their percent differences from the initial calibration must be reported. Retention Time (RT) windows and analyte RTs for the analytes must be included in this form.	Level III QC Summary
No chromatograms or mass spectra are presented for calibration. This data should be filed in the laboratory and available if problems arise in reviewing/validating the data. The calibration information should be available for checking during on-site audits.	

TABLE 2 (Continued)

METHOD REQUIREMENTS	DELIVERABLES
GC/MS internal standard area data	Level III QC Summary
Second column confirmation shall be done for all GC work when compounds are detected above reporting limits. Chromatograms of confirmation must be provided	Level III QC Summary
Metals:	
Sample results	Lab Format
Initial and continuing calibration	Level III QC Summary
Method blank taken through digestion (one per 20 samples of same matrix)	Level I QC Summary
ICP interference check sample	Level II QC Summary
Spike sample recovery (one per 20 samples of similar matrix)	Level I QC Summary
post digestion spike sample recovery for ICP metals. Only done if predigest spike recovery exceeds in House Acceptance Limits and SW846 methods specification	Level II QC Summary
Matrix Spike Duplicates (one per 20 samples will be split and digested as separate samples)	Level I QC Summary
LCS	Level I QC Summary
Standard addition. The decision process outlined in SW-846 method will be used to determine when standard additions are required.	Level III QC Summary
Wet Chemistry:	
LCS (one/batch)	Level I QC Summary
Method Blank (one/batch)	Level I QC Summary
Sample results	Lab Format
Spike/spike duplicate or calibration information	Level I & II QC Summary
Calibration check; report percent difference from calibration	Level III QC Summary

TABLE 2 (Continued)

METHOD REQUIREMENTS	DELIVERABLES
GC/MS internal standard area data	Level III QC Summary
Second column confirmation shall be done for all GC work when compounds are detected above reporting limits. Chromatograms of confirmation must be provided.	Level III QC Summary
Metals:	
Sample results	Lab Format
Initial and continuing calibration	Level III QC Summary
Method blank taken through digestion (one per 20 samples of same matrix)	Level I QC
ICP interference check sample	Level II QC
Spike sample recovery (one per 20 samples of similar matrix)	Level I QC
Post digestion spike sample recovery for ICP metals. Only done if predigest spike recovery exceeds in House Acceptance Limits and SW846 methods specification	Level II
Matrix Spike Duplicates (one per 20 samples will be split and digested as separate samples)	Level I
LCS	Level I
Standard addition. The decision process outlined SW-846 method will be used to determine when standard additions are required	Level III
Wet Chemistry:	
LCS(one/batch)	Level I QC Summary
Method Blank (one/batch)	Level I QC Summary
Sample results	Lab Format
Spike /spike duplicate or calibration information	Level I & II QC Summary
Calibration check; report percent difference from calibration.	Level III QC Summary

TABLE 3
DATA SET DELIVERABLES
(EPA DATA VALIDATION)

METHOD REQUIREMENTS	DELIVERABLES
Requirements for all methods:	
Holding time information and methods requested	Signed chain-of -custody forms
Discussion of laboratory problems	Case narratives
LCS run with each batch of samples processed	Date/Reported
Organics:	
Sample results	Lab Format
Surrogate recoveries. Surrogates to be used in volatiles. For volatiles by GC, surrogate names should reflect the appropriate surrogate used	Lab Format
Matrix spike/spike duplicate. One spike and spike duplicate per 15 samples of similar matrix	Level I QC Summary
Method blank data	Level I QC Summary
GC/MS tuning for volatiles	Level II QC Summary
GC/MS initial calibration data for volatiles	Level II QC Summary
For volatiles by GC; initial calibration data-if calibration factors are used	Level II QC Summary
For volatiles by GC, & GC/MS continuing calibration date	Level II QC Summary
If calibration factors are used, calibration factors and their percent differences from the initial calibration must be reported. Retention Time (RT) windows and analyte RTs for the analytes must be included in this form.	Level III QC Summary

No chromatograms or mass spectra are presented for calibration. This data should be filed in the laboratory and available if problems arise in reviewing/ validating the data. The calibration information should be available for checking during on-site audits

State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20060828

August 28, 2006

REF# 0015621
AMERICAN SCIENTIFIC LABORATORIES LLC
2520 N SAN FERNANDO RD
LOS ANGELES CA 90065

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From
SERVICE	[illegible]

Annual Submission Requirements

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail louise.kurashige@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Louise Kurashige
Certification Officer
Office of Small Business and DVBE Services

EMSL ANALYTICAL, INC.

& LA Testing, Inc.

Outline of the LABORATORY QUALITY ASSURANCE PROGRAM

The Quality program at EMSL is built on a commitment to quality and continued improvement. This program is a primary part of our every day work; developed, utilized, and maintained by all the dedicated staff at EMSL.

Introduction

This program outline presents a comprehensive overview of the Quality Assurance Program. It provides the reader with a summary of EMSL Laboratory policies and procedures as they relate to the technical aspects of the corporate quality objectives.

This program follows quality guidelines as documented by the American Industrial Hygiene Association (AIHA), the EPA's National Voluntary Laboratory Approval Program (NVLAP), National Environmental Laboratory Accreditation Program (NELAP) and other applicable state and federal regulatory agencies.

This QA program is designed to ensure that the highest level of quality professional services and technical excellence is provided to our clients. This is accomplished by the implementation of program policies including:

- Development of company standard quality control programs
- Standardization of reporting formats
- Review of regional laboratory QC performance
- Providing technical training for all staff levels
- Achieving traceability of data
- Performance of quality audits
- Participation in applicable Accreditation Programs
- Participation in third party proficiency testing programs

The objectives of these program policies ensure the quality, accuracy and integrity of our analytical data.

The Quality Assurance objectives, policies and procedures are formally documented in the Quality Assurance Manual. A summary of this manual is presented on the following pages.

Quality Assurance Program

The objectives of the QA Program are to ensure the following:

- Conformance with all analytical methodologies
- Conformance with corporate mandated QA/QC requirements.
- Delivery of the highest quality of professional services and technical excellence to our clients.
- Fulfill the requirements of the American Industrial Hygiene Association, the National Voluntary Laboratory Approval Program, and/or the National Environmental Laboratory Accreditation Committee.

The QA Manual, which documents the policies of the EMSL QA program, is kept accessible to all employees, and all employees are responsible for being familiar with and adhering to its contents.

The Quality Assurance Program is reviewed at least annually by the QA Manager. It is also reviewed any time a problem arises that indicates a possible program flaw. In such an instance, the QA Manager will discuss the problem with National, Regional and Laboratory Management, Quality Control personnel and Analysts to ensure needed input from all levels within the laboratory.

Implementation of the Quality Assurance Program The program is designed to plan and institute company policies and quality objectives throughout the branch laboratories. It is intended to provide support and issue policies including:

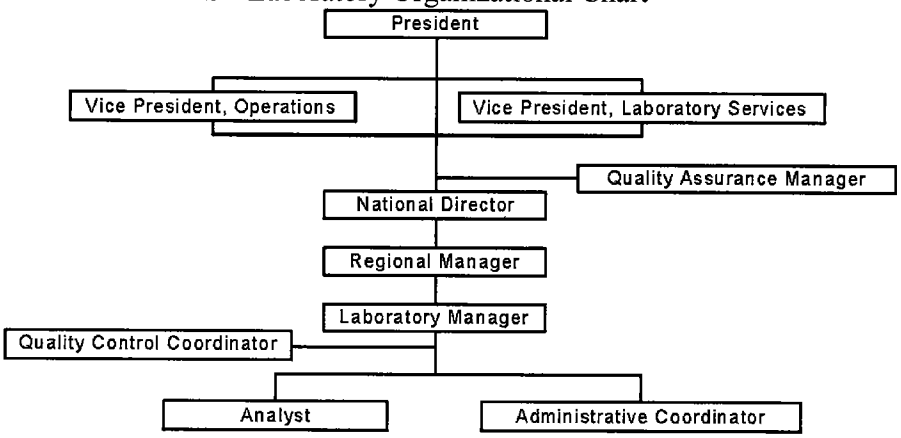
- Clear job descriptions delineating responsibilities of each employee involved at all steps of laboratory procedures, data analysis and report generation.
- Completion of Quality Control (QC) samples.
- Proper documentation of analytical data.
- Good laboratory technique that ensures a contamination-free environment.
- Use of appropriate analytical technology including review of current literature to capture recent applicable developments.
- Review of reports to Clients.
- Understanding and compliance with procedures whic h insure Client confidentiality

The program is managed and maintained by the corporate Quality Assurance Manager.

It is our intention to ensure that all goals and objectives of our Quality Program are met and maintained. Quality policies and procedures are integrated into our daily work, and are constantly reviewed by Management.

Organization and Responsibility

EMSL Laboratory Organizational Chart



The corporate headquarters of EMSL Analytical operates out of the Westmont N.J. office location. The corporate headquarters oversee the laboratory operations located there, as well as the branch laboratory locations. Corporate headquarters are responsible for the management of all company activities.

Branch laboratories (as well as the laboratory located in Westmont) perform the company's analytical services. They report to the corporate headquarters on quality control, productivity, staffing and market issues

Training

All analysts must complete an EMSL training program in order to perform such analysis independently. EMSL provides in-house training pertinent to all areas of analysis. Laboratory Managers are responsible for insuring that appropriate training is provided to every analyst and that they are completely qualified to perform analysis.

Ethics

One of the objectives of the Quality Assurance Program is to insure the staff of EMSL is provided information in the aspects of ethics as they pertain to corporate policy. The goals of this program are:

- For each staff member to understand the responsibility to provide true and accurate information
- The understanding of the consequences of unethical conduct
- Provide direction to employees
- Define right and wrong (as it is job related)
- The understanding of the impact of our actions

Standard Operating Procedures

Instructions or procedures for the activities affecting the quality of our analytical services are developed by management for their respective critical functions. The Quality Assurance Program is used as a guideline for their development, use and revision.
Technically specific Standard Operating Procedures are documented in the SOP manuals, located at each laboratory facility. These SOPs include step by step procedures for the preparation, analysis, and reporting of data.

Acceptance of Work

Our services are generally offered as line item tests which reference documented methodologies. Laboratory services are typically requested by the client as "open order" request. Samples may be delivered to the laboratory at any given time, without a firm documented arrangement. Analytical services are often performed on verbal contract. In these situations, our general terms and conditions apply. The Management review procedures are established in the Quality Assurance program for these open orders, verbal contracts and also for the cases where a written contract is utilized.

Sample Tracking

Chain of Custody In order to ensure the integrity of any sample, records of its custody must be maintained throughout the sample collection in the field, acknowledgement of receipt, acceptance by the laboratory and analysis.

Since the client collects samples for analysis, the laboratory cannot be responsible for issuing a chain of custody at the time of sampling. However, the laboratory will advise all clients regarding sampling requirements (sampling materials, recommended sampling volumes, packaging, instructions for shipping, etc.) and chain-of-custody, and recommend that they use our form if they do not have their own.

Once the sample is accepted for analysis by the laboratory, the EMSL "Internal Chain of Custody" is used to document the handling of the samples throughout the analytical process.

Sample Acceptance Criteria In addition to acknowledgement of the receipt of samples, samples must also be accepted for analysis. Prior to accepting samples, the person preparing the samples for analysis inspects them to determine if they conform to laboratory acceptance criteria. If they do not, or if this person has any question as to the validity of the sample, the Laboratory Manager or an analyst trained to analyze such samples will determine whether the questionable circumstance is sufficient to cause

rejection. Rejections of samples are to be followed up by immediate notification to the client with an explanation.

Log In Log in of samples is normally done by the Administrative Coordinator, but may be done by any other employee familiar with the process. Information is entered for samples received into the Laboratory Information Management system (LIMS). LIMS is a computer laboratory management system which serves to track all samples from receipt through the analysis, reporting, and billing processes.

Archival and Disposal of Samples Once the analysis is complete and the analysis worksheet is signed, the analyst stores the sample in the appropriate storage box, as indicated in the SOP. All storage boxes are to be stored in a safe manner for the period indicated for that category of waste and in accordance with regulatory requirements for sample retention.

Samples are disposed of by a licensed contractor, where required and a copy of the waste manifest is obtained and kept on file. If requested, samples will be returned to the client.

Subcontracting

EMSL laboratories do not generally subcontract technical services. However, in the event such services are required, the Laboratory Manager will ensure all procedures are performed by laboratories that comply with the quality systems as addressed in this document and the policies of the accreditation program(s) currently held by the laboratory. Laboratories must subcontract to outside laboratories that maintain accreditation's appropriate for that analysis.

Data Processing and Validation

EMSL utilizes an automated Laboratory Information Management System (LIMS) to record, document and assimilate pertinent field, laboratory, and administrative data. The validation of the software, including final report templates are performed by the corporate MIS Department and the Quality Assurance Department.

Data validation is also a continuing process that takes place every time samples arrive at the laboratory and is carried through during log in, analysis and final reporting. This process is performed by the Laboratory Manager each time a final report goes through the procedures of review and signature.

Exported Data

Exported data is provided in a variety of formats, depending on the specific needs of our clients. Export formats for data deliverables are implemented and controlled by the corporate MIS staff, which has the flexibility; to implement new export formats as required. Electronically delivered data is not intended to replace hard copy results. Final, signed client reports are to be submitted in addition to delivery by email or diskette. In this way, exported data can be verified. Electronically transmitted results meet the requirements of the QA policies.

Record Retention Policies

It is EMSL policy to store records for 5 years (if not otherwise contractually established or regulated as for drinking water). The following records shall be maintained:

- Copy of Chain of Custody documents
- Original analytical data recording worksheets
- Quality control data
- All other records relating to the preparation of the client report

Quality of Materials

The high quality of materials used in the laboratories shall be assured through specific purchasing and verification procedures and/or proper preparation techniques.

Selection of the appropriate grade of reagent(s) is designated in the reagent section of each analysis SOP and in addition may be specified by the Laboratory Manager in unusual circumstances. As a general practice, reagents will be of at least ACS reagent quality.

Reagents inclusive of SRM shall be purchased in accordance with the analytical needs of the laboratories as determined by the Laboratory Manager. When received by the laboratory, these item's labels are dated and initialed with date received and expiration dates (if appropriate) as indicated and/or suggested by the manufacturer. Labels are also dated and initialed when opened and/or when reagent mixtures are prepared.

Verification will consist of confirming that the priority grade recorded on the reagent label conforms to the requirements of the SOP unless analysis difficulties indicate a possible problem or regulatory agency requirements specify otherwise. In the latter case, the appropriate analytical SOP will indicate the proper verification procedure.

Equipment/instrument maintenance

The quality and maintenance of equipment plays a critical role in providing quality analytical services. Maintenance schedules for equipment will be established by the Laboratory Manager. The Laboratory Manager shall also determine whether each instrument is maintained and repaired in-house or by an outside agency following EMSL administrative procedures. Servicing will also be performed when a need had been identified by calibration or other QC checks.

A maintenance file will be maintained for all equipment. In addition to a schedule of normal preventive maintenance, this file will contain a record of servicing.

Contamination Management

Proper observance of laboratory procedures is necessary to guarantee accuracy of results and the safety of laboratory staff members.

Contamination of samples and of the environment (including reagents used in analysis) must be avoided to provide the highest quality, legally defensible data to our clients. In order to achieve this goal, laboratory staff must adhere to various preventative measures and use the testing procedures for contamination detection as established by the QA Manager.

If analysis of the blank samples indicate the possibility of contamination, the area and tools are cleaned and another sample is prepared and analyzed. If analysis of the third sample shows contamination, a complete investigation is conducted to determine the contamination source. If contamination is detected in any situation, the source of contamination must be traced and the problem resolved to prevent reoccurrence. All procedures taken to resolve a contamination circumstance shall be documented properly and completely in the laboratory files.

Document preparation and control

In order to prepare and distribute documents in an organized fashion, procedures for initiation, preparation, review, approval and issuance of controlled copies will be followed. This program is a coordinated effort involving both technical review and custodial control. Analysts are to use only controlled, i.e., approved documents for all calibrations, analyses, final reports, and other activities performed in this laboratory.

Reporting results

The client report is ultimately, our "final product". The quality of our report reflects on our standard of quality. Final client reports are released only after data has been approved by the Laboratory Manager. This review includes evaluation of quality control results, calibration measurements, etc.

Procedures for dealing with deficiencies

Any complaint by a client will be treated as a non-conformance, and treated with the same corrective action follow-up as a discrepancy seen in following internal Quality Control procedures.

If a client makes a complaint about a test result, the sample in question will be reanalyzed where possible. If the second result agrees with the original the Laboratory Manager shall advise the client in writing that a quality control check has confirmed the original analysis.

In all cases where a deficiency is discovered, the QA Manager will initiate a corrective action review to determine the root cause of the problem and action to take to prevent reoccurrence. A report will be issued to the Laboratory Manager, who is responsible for the corrective action implementation. The corrective action will consist of a review of all steps leading up to the non-conformance. This will include a review of QC data, sample tracking, data transcription, instrument calibration, training documentation and discussion with personnel.

Following the review, the QA Manager will prepare a report detailing the cause of the error and corrective action to take to prevent re-occurrence. The QA Manager will also follow up on the corrective action to ensure its implementation.

Analytical Performance Monitoring

The monitoring of laboratory performance is determined by:

1) Results from intra/inter analysts, intra/inter-lab and round robin testing plotted against control/acceptance limits.
2) Results from calibration measurements plotted against control/acceptance limits.
3) Lab performance in proficiency testing programs.
4) Achievement of internal and external on-site Quality audits. These audits will verify compliance with all QA and QC policies as documented in this manual.

Quality Control

The Quality Control program is established and managed by the QA Manager and insures our laboratories are producing quality data. This process validates, at a minimum, that our data is legally defensible and that all personnel perform their responsibilities properly.

Quality control is performed continuously throughout the course of laboratory sample analysis regardless of laboratory productivity and is made part of the normal course of laboratory sample analysis.

Our laboratories internal QC program includes at a minimum, 10% quality control on all samples received for analysis. These are summarized below in each analytical section and include:

- Analysis of standard reference materials
- Intra analyst QC
- Inter analyst QC
- Analysis of blank samples
- Participation in inter laboratory programs
- Participation in proficiency testing programs

This QC data is graphed on control charts designed specifically for each analysis type. Quality control reports are reviewed by the corporate Quality Assurance Department on a monthly basis.

Quality control is performed according to the scope of the laboratories accreditation status and quality control requirements for each type of analysis. Performance criteria will be maintained for both individual analysts and for the entire laboratory. The standards for acceptance criteria are documented in the EMSL Standard Operating Procedure Manuals and the QA Manual.

Demonstration of Traceablilty

The Quality Assurance program is designed to provide a method which achieves traceability of data to national standards. This is accomplished by setting requirements, which include:

- Use of Standard Reference Materials as certified and traceable to the National Institute of Standards and Technology. SRMs are used for QC analysis and training for achieving performance evaluations of analysts and overall laboratory accuracy.
- Calibration of instrumentation against NIST traceable standards
- Laboratory participation in independent (non EMSL) proficiency testing programs
- Analysis of consensus standards

Client Communications

Clear, continuous and open communication between the laboratory and the client is one of the keys to maintaining a successful, quality operation. Communication should be established prior to the start of any work. Information should be clearly understood between Laboratory Management and the client. EMSL provides Quality Assurance information and technical support to the client to assure continued quality service. The support and information provided in relation to the work performed includes:

- Field sampling guides
- Availability of pertinent QC records
- Access to the Quality Assurance Department for technical assistance
- Security of data (confidentiality)
- Reasonable access to the relevant areas of the laboratory for the witnessing of analysis

Confidentiality

It is understood that confidentiality and proprietary rights must be respected throughout the performance of services for any client or for those that may include national security concerns. Information will not be given to those for whom it is not intended and the proprietary rights of our client will be protected.

Notice of Performance

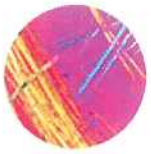
The Laboratory Manager should provide the client with information as it relates to the performance of the analysis and turnaround time. The laboratory must notify the client if:

- Analysis cannot be performed on time
- Integrity of the sample has been jeopardized (either by the laboratory or the client)
- A discrepancy in the analysis has been found during QC analysis.

Statement of Uncertainty

EMSL laboratories have completed an evaluation aimed at characterizing the range within which the true value of a test result exists. This measure of uncertainty is specific for each service area and may be found in the EMSL QA Manual.

This precision-based measures of uncertainty (for random error) have been determined by the evaluation of the reanalysis of samples. QC performance, calculated as relative percent is averaged over a sufficient sample population size. Qualitative determinations are not included in the evaluation.



LABORATORY NETWORK

EMSL CORPORATE OFFICE (m, i, l, a, e,u)
107 Haddon Ave.
Westmont, NJ 08108
Tel: 800-220-3675
Fax: 856-858-9551

President: Peter Frasca Ph.D.
VP, Laboratory Services: Robert DeMalo
VP, Operations: Luc Boisclair
VP, Sales & Marketing: Joe Frasca
Director, Business Development: Ron Smith
Director, QA/QC: Patty Kirkland
Director, Asbestos: Edward Cahill
Director, Microbiology: Jason Dobranic Ph.D.

Asbestos.: Stephen Siegel CIH
Environmental Chemistry: Steve Wesson
Lead: Shannon Kauffman
Industrial Hygiene: Scott Van Etten
Materials Science: John Newton
Microbiology: Jason Dobranic Ph.D.
Radio Chemistry: Garrett Ray

LA TESTING (m,i,l,a)
LOS ALAMITOS, CA
10772 Noel Street
Los Alamitos, CA 90720
Tel: 800-755-1794
Fax: 714-761-2713

LA TESTING, (m,i,l,a)
SOUTH PASADENA, CA
159 Pasadena Avenue
S. Pasadena, CA 91030
Tel: 800-303-0047
Fax: 323-254-9982

SAN LEANDRO, CA (m,i,a,u)
2235 Polvorosa Ave.
San Leandro, CA 94577
Tel: 888-455-3675
Fax: 510-895-3680

WALLINGFORD, CT (M,I,L,A)
4 Fairfield Blvd.
Wallingford, CT 06492
Tel: 203-284-5948
Fax: 203-284-5978

MIAMI, FL (m,i,a)
Skylake Exec Industrial Park
19501 N.E. 10th Ave., Bay A
N. Miami Beach, FL 33179
Tel: 305-650-0577
Fax: 305-650-0578

ORLANDO, FL (m,l,i,a)
5125 Adanson St., Ste. 900
Orlando, FL 32804
Tel: 407-599-5887
Fax: 407-599-9063

ATLANTA, GA (m,a)
1770 The Exchange, Ste.135
Atlanta, GA 30339
Tel: 770-956-9150
Fax: 770-956-9181

CHICAGO, IL (m,l,i,a)
2444 West George Street
Chicago, IL 60618
Tel: 773-313-0099
Fax: 773-313-0139

INDIANAPOLIS, IN (m,i,l,a)
2001 East 52nd Street
Indianapolis, IN 46205
Tel: 866-736-4824
Fax: 317-803-3047

BATON ROUGE, LA (l,i,a)
11931 Industriplex Blvd., Ste.100
Baton Rouge, LA 70809
Tel: 225-755-1920
Fax: 225-755-1989

METAIRIE, LA
319 Metairie Road, Ste. 205
Metairie, LA 70005
Tel: 504-828-6618
Fax: 504-828-6619

BOSTON, MA (i,a)
7 Constitution Way, Ste. 107
Woburn, MA 01801
Tel: 781-933-8411
Fax: 781-933-8412

BELTSVILLE, MD (m,i,l,a)
10768 Baltimore Avenue
Beltsville, MD 20705
Tel: 301-937-5700
Fax: 301-937-5701

ANN ARBOR, MI (m,a)
212 S. Wagner Road
Ann Arbor, MI 48103
Tel: 734-668-6810
Fax: 734-668-8532

MINNEAPOLIS, MN (a)
14375 23rd Avenue North
Minneapolis, MN 55447
Tel: 763-449-4922
Fax: 763-449-4924

ST. LOUIS, MO (m,i,l,a)
11040 Lin-Valle Drive, Ste. A
St. Louis, MO 63123
Tel: 314-845-8910
Fax: 314-845-6459

LIBBY, MT MOBILE LAB (i,a)
107 West 4th Street
Libby, Montana 59923
Tel: 406-293-9066
Fax: 406-293-7016

KERNERSVILLE, NC (l,i,a)
706 Gralin Street
Kernersville, NC 27284
Tel: 336-992-1025
Fax: 336-992-4175

RALEIGH, NC (m,i,a)
1101 Aviation Pkwy Ste. A
Morrisville, NC 27560
Tel: 919-465-3900
Fax: 919-465-3950

PISCATAWAY, NJ (a)
1056 Stelton Road
Piscataway, NJ 08854
Tel: 732-981-0550
Fax: 732-981-0551

BUFFALO, NY (a)
490 Rowley Road
Depew, NY 14043
Tel: 888-260-5887
Fax: 716-651-0394

CARLE PLACE, NY (i,l,a)
208 Stonehinge Lane
Carle Place, NY 11514
Tel: 516-997-7251
Fax: 516-997-7528

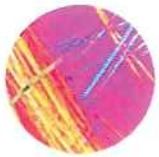
NEW YORK CITY, NY (m,i,l,a)
307 West 38th Street
New York, NY 10018
Tel: 866-448-3675
Fax: 212-290-0058

PLYMOUTH MTNG, PA (i,a)
521 Plymouth Rd., Ste. 107
Plymouth Meeting, PA 19462
Tel: 610-828-3102
Fax: 610-828-3122

HOUSTON, TX (m,i,a)
2501 Central Pkwy, Ste. C-17
Houston, TX 77092
Tel: 713-686-3635
Fax: 713-686-3645

SERVICE CENTER – CHARLESTON, SC
975 Morrison Dr., Building C, Ste. A
Charleston, SC 29403
Tel: 888-958-8170
Fax: 843-958-8175

USDA Rural Development (u) | AIHA Environmental Microbiology ACCREDITED LABORATORY (m) | AIHA Industrial Hygiene ACCREDITED LABORATORY (i) | AIHA Environmental Lead ACCREDITED LABORATORY (l) | NVLAP (a) | nelac (e)



THE EMSL NETWORK

EMSL Analytical, Inc., (EMSL) is a national network of Laboratories located in key cities and regions throughout the United States. Established in 1981 in Westmont NJ, the company has expanded it's analytical services, and capabilities and now operates more than twenty-five locations all striving for excellence in providing quality laboratory services in a timely and cost competitive manner.

Our diverse staff of over 400 employees includes a wide range of expertise, education background, and capabilities. These dedicated and capable employees all follow the lead and standard of care demonstrated by the owner and founder of the company, Dr. Peter Frasca. A hands on owner that maintains daily involvement in our laboratory operations, he dictates that our work is consistent with his "EMSL Diamond Standard". This "Diamond Standard" includes the following:

- **Quality Data** - Strict Adherence to our Quality programs and regulatory requirements which

California ELAP Approved Laboratories:

Certification Specifics	Location	Cert #
Asbestos in Drinking Water Bulk Asbestos Microbiology	San Leandro, CA	1620
Asbestos Lead	Carle Place, NY	2339
Bulk Asbestos	Indianapolis, IN	2575
Bulk Asbestos	Raleigh, NC	2657
Bulk Asbestos Asbestos in Drinking Water Lead Toxic Chemical Elements of Drinking Water & Wastewater Inorganic Chemistry of Hazardous Waste	Westmont, NJ	2492, 1877
Bulk Asbestos Lead Asbestos in Drinking Water and Microbiology	S. Pasadena, CA	2283
Drinking Water Wastewater Hazardous Waste Bulk Asbestos	Los Alamitos, CA	1406

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

ENVIRONMENTAL LABORATORY CERTIFICATION

Is hereby granted to

LA TESTING

SOUTH PASADENA

159 PASADENA AVENUE

SOUTH PASADENA, CA 91030

Scope of certification is limited to the
"Accredited Fields of Testing"
which accompanies this Certificate.

Continued certification status depends on successful completion of site visit, proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2283**

Expiration Date: **12/31/2007**

Effective Date: **12/01/2005**

Richmond, California
subject to forfeiture or revocation

George C. Kulasingam, Ph.D.
Program Chief
Environmental Laboratory Accreditation Program

State of California—Health and Human Services Agency

Department of Health Services

Sandra Shewry
Director

Arnold Schwarzenegger
Governor

December 15, 2005

Certificate No.: **2283**

DERRICK TANNER
LA TESTING
159 PASADENA AVENUE
SOUTH PASADENA, CA 91030

Dear DERRICK TANNER:

This is to advise you that the laboratory named above continues to be certified as an environmental testing laboratory pursuant to the provisions of the California Environmental Laboratory Improvement Act (Health and Safety Code (HSC), Division 101, Part 1, Chapter 4, Section 100825, et seq.). Certification for all currently certified Fields of Testing that the laboratory has applied for renewal shall remain in effect until **12/31/2007** unless revoked.

Please note that the renewal application for certification is subject to an on-site visit, and continued use of the certificate is contingent upon:

* **successful completion of the site visit;**
* **acceptable performance in the required performance evaluation (PE) studies;**
* **timely payment of all fees, including an annual fee due before December 31, 2006;**
* **compliance with Environmental Laboratory Accreditation Program (ELAP) statutes (HSC, Section 100825, et seq.) and Regulations (California Code of Regulations (CCR),Title 22, Division 4, Chapter 19).**

An updated "Approved Fields of Testing" will be issued to the laboratory upon completion of the renewal process. The application for the next renewal must be received 90 days before the expiration of this certificate to remain in force according to the CCR, Section 64801 through 64827.

Please note that the laboratory is required to notify ELAP of any major changes in the laboratory such as the transfer of ownership, change of laboratory director, change in location, or structural alterations which may affect adversely the quality of analyses (HSC, Section 100845(b)(d)). Please include the above certificate number in all your correspondence to ELAP.

If you have any questions, please contact ELAP at (510) 620-3155

Sincerely,

George C. Kulasingam

George C. Kulasingam, Ph.D.
Program Chief
Environmental Laboratory Accreditation Program

Environmental Laboratory Accreditation Program
850 Marina Bay Parkway, Building P, 1st Floor, Richmond, CA 94804
Phone (510) 620-3155, Fax (510) 620-3165
http://www.dhs.ca.gov/elap

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (2/02)

no shame. no blame. no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

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

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ATTACHMENT 5

CONTRACT

Clean Harbors Environmental Services, Inc.

76212

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Clean Harbors Environmental Services, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors, whichever occurs first, and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative. The Contractor shall designate a full-time employee as Contractor's Representative ("CR") who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator.

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the <u>most economical method of disposal;</u>

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator, and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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) an other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

76212

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Clean Harbors Environmental Services, Inc.

By_____
Miguel Delatorre, General Manager
Robert Pellan
SSUP, West

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By_____
Deputy

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES
2500 East Victoria Street Compton, CA 90220
(310) 764-5851 (310) 764-5863 FAX
Visit our Website at www.cleanharbors.com

April 5, 2007

LA County Department of Beaches and Harbors
Facilities and Property Management Division
13837 Fiji Way
Marina Del Rey, CA 90292

Attention: Ms. Susy Orellana

Re: RFP for As-needed Non ER and ER removal of Hazardous Material

Dear Ms. Orellana:

Clean Harbors is pleased to submit this proposal to provide as-needed Non ER and ER removal of Hazardous Material to the Los Angeles County Department of Beaches and Harbors. Clean Harbors intends to provide all the materials, technical service, labor, transportation and disposal options to support your waste management needs. Our full service company is uniquely qualified to provide superior service at competitive prices.

Since 1980, Clean Harbors Environmental Services, Inc. has grown to be North America's largest and most trusted provider of environmental services by working together with customers, solving problems and satisfying needs. Our goal continues to focus on customer needs and the quality of the services we provide.

Clean Harbors has taken the lead in identifying the most cost-effective, environmentally sound options for waste management. We own and operate 47 waste management facilities, which provide a wide range of recycling, incineration, landfill and treatment options. These facilities have been rigorously tested and approved to ensure the safe handling of customers' waste with minimal risk or liability. Clean Harbors also operates its own fleet of transportation and containers.

This bid is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the Request for Bid documents, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

The bid is good for 120 days from date of issue.

We look forward to an opportunity to meet with you to discuss our company's capabilities. If you require further information, please do not hesitate to contact myself, Tracy Linton, at 714-336-3806.

Sincerely,

Tracy Linton
Account Manager

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EXECUTIVE SUMMARY

As the nation's largest provider of hazardous waste management services, Clean Harbors Environmental Services, Inc. (Clean Harbors) proposes to manage the hazardous waste generated by LA Count Department of Beaches and Harbors through its routine operations. Clean Harbors is prepared to manage, recycle, treat, store and dispose of hazardous wastes through Clean Harbors-owned or subcontract Treatment, Storage, and Disposal Facilities. We are committed to manage the County's hazardous waste using the most environmentally responsible methods. We intend to provide the County with a full range of hazardous waste management services, including classifying, segregating, packaging, transporting, recycling, treating, and disposing of the wide variety of hazardous materials from the County's routine operations.

Clean Harbors will provide all necessary personnel, materials, supplies and record- keeping for routine hazardous waste management as well as emergency response events. In addition, technical assistance in hazardous waste management and completion of related documents, including manifests and Land Disposal Restriction forms (LDRs), as well as training for County employees, are available through Clean Harbors.

We provide superior service at competitive prices, and offer cost-effective assistance and advice. Our commitment to your program's success is first and foremost. To this end, we are proposing to provide the most economically feasible, environmentally sound processes to meet your needs and budget. Clean Harbors makes every effort to effectively reduce overall program costs through customized packaging, by offering a wide range of waste management options, by maximizing the use of our internal transportation and disposal capabilities, and by providing well-trained, qualified staff.

The information included in this proposal, provided in response to your Request for Proposal, Removal, Transportation and Disposal of Hazardous Waste, highlights how Clean Harbors intends to provide comprehensive environmental services to the County in a professional, cost-effective manner. All work performed will be in accordance with applicable local, state, and federal ordinances, codes, rules and regulations.

1. Offer to Perform/Price Proposal

COMPANY PROFILE

Clean Harbors Environmental Services, Inc. (Clean Harbors) is a public corporation incorporated in the State of Massachusetts. Our local offices that will be the primary providers of services to LA Count Department of Beaches and Harbors are located in Los Angeles, and Wilmington, CA. Our corporate office is located in Norwell, Massachusetts. The addresses of these facilities are listed below.

LOCAL OFFICES

CleanHarbors®
ENVIRONMENTAL SERVICES, INC.
5756 Alba Road
Los Angeles, Ca 90058
Phone: 323-277-2500
Fax: 323-277-2523

CleanHarbors®
ENVIRONMENTAL SERVICES, INC.
1737 East Denni Street
Wilmington, CA 90744
Phone: 310-835-9998
Fax: 310-835-8242

CleanHarbors®
ENVIRONMENTAL SERVICES, INC.
2500 Victoria Street
Compton, CA 90220
Phone: 310-764-5881
Fax: 310-764-5863

CORPORATE OFFICE

CleanHarbors®
ENVIRONMENTAL SERVICES, INC.
42 Longwater Drive
Norwell, MA 02061
Phone: 800-282-0058
Fax 781.792.5938

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name: CLEAN HARBORS ENVIRONMENTAL

Address: 1737 EAST DENNI ST
Wilmington, CA 90744

Phone: (310)835-9998 Fax:

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual (corporation) partnership or joint venture
limited liability company other:

State of organization: MA Principal place of business: California Locations: Wilmington California

Out of state vendor's authorized agent for service of process in California:

Name_____ Address_____ Phone_____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name (Miguel)	Title	Phone	Name	Title	Phone
Mike Delatorre	General Manager	(310) 764-5851	Paul Botti	Director Site Services	408 451-5000

Dated: 4/5/2007 Proposer's signature: [signature]

Name	Title	Phone
[illegible]	[illegible]	310 704-5851

ORIGINAL

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the **type of hazardous waste**. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific **type of hazardous waste** from Exhibit 1.
- For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.
  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
	SEE Attached Routine Pricing	$
		$
		$
		$
		$
		$
		$
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$

SEE Attached ER pricing

Clean Harbors

ENVIRONMENTAL SERVICES

Routine Pricing

Material description	CHES Code	55dm	30dm	15dm	05dm	each	lbs	minimums
acid liquids for incineration	LCCRA	240.00	180.00	120.00	72.00	na	na	
acid solids for incineration	LCCRA	240.00	180.00	120.00	72.00	na	na	
acid/base liquids for treatment	LAT	150.00	112.50	90.00	60.00	na	na	
adhesives, sealers, flammables not bulked for incineration	LPTN	240.00	180.00	120.00	72.00	na	na	
aerosols (flam, corrosives, poison) for incineration	LCCRQ	165.00	123.75	82.50	60.00	na	na	
alkaline (zinc carbon) batteries for landfill	CNO	85.00	63.75	42.50	60.00	na	na	
alkaline (zinc carbon) batteries for recycling	LBD1	125.00	93.75	62.50	60.00	na	na	
antifreeze (ethylene glycol) for fuel blending	FB2	80.00	60.00	60.00	60.00	na	na	
antifreeze (ethylene glycol) for recycling	B35	95.00	71.25	60.00	60.00	na	na	
asbestos for landfill	CNIA	90.00	67.50	60.00	60.00	na	na	
asbestos roof tar (loosepack / lab pack)	LPTN	240.00	180.00	120.00	72.00	na	na	
base liquids for incineration	LCCRB	240.00	180.00	120.00	72.00	na	na	
base solids for incineration	LCCRB	240.00	180.00	120.00	72.00	na	na	
calcium carbide for incineration	A99RP	na	na	na	125.00	na	na	
~~contaminated absorbant~~	~~FB5~~	~~150.00~~	~~112.50~~	~~75.00~~	~~60.00~~	~~na~~	~~na~~	
contaminated soil	CCRK	240.00	180.00	120.00	72.00	na	na	
CRT units (California) for recycling	ECEW	na	na	na	na	no charge	na	
cyanide lab packs/loosepacks for incineration	LCCRR	450.00	337.50	225.00	125.00	na	na	
dioxin forming compounds (pentachlorophenol, 245-T, Silvex)	LCCRP	na	na	na	600.00	na	na	
dry, solid pesticides, poison solids (loose-packed)	D92K	240.00	180.00	120.00	72.00	na	na	
empty drums for recycling or landfill	D23	25.00	18.75	12.50	7.50	na	na	
flammable liquids (loosepacked, labpacked)	LFB1	150.00	112.50	90.00	60.00	na	na	
flammable liquids (loosepacked, labpacked) acidic	LCCRA	240.00	180.00	120.00	72.00	na	na	
flammable liquids (loosepacked, labpacked) basic	LCCRB	240.00	180.00	120.00	72.00	na	na	
flammable solids for incineration (loosepacked, labpacked)	LPTN	240.00	180.00	120.00	72.00	na	na	
flammables, solvents, oil based paint for fuel blending (bulked, <12" solids)	FB2	80.00	60.00	60.00	60.00	na	na	
flammables, solvents, oil based paint for fuel blending (bulked, <36" solids)	FB3	95.00	71.25	60.00	60.00	na	na	

Material description	CHES Code	55dm	30dm	15dm	05dm	each	lbs	minimums
flammables, solvents, oil based paint for fuel blending (non-bulk, lab packed in drums)	LPTP	225.00	168.75	112.50	67.50	na	na	
fluorescent light tubes (HID, Hg Vapor, Circular, U-tubes), for recycling	CFL2	na	na	na	na	2.50	na	
fluorescent light tubes for recycling	CFL1	na	na	na	na	na	0.65	
household batteries for recycling	LBD	na	na	na	na	na	0.85	75.00
lab packs for incineration	LCCR	240.00	180.00	120.00	72.00	na	na	
lab packs for landfill	LLF	200.00	150.00	100.00	60.00	na	na	
latex paint for recycling (bulked)	FB3R	175.00	131.25	87.50	60.00	na	na	
latex paint for recycling (labpacked, loosepacked)	LFB3	200.00	150.00	100.00	60.00	na	na	
latex paint or products for incineration/fuel	CCRN	240.00	180.00	120.00	72.00	na	na	
latex paint or products for landfill	CNOS	95.00	71.25	60.00	60.00	na	na	
lead acid batteries for recycling	LBLA	na	na	na	na	na	0.35	75.00
lead compounds for landfill	CCS	125.00	93.75	62.50	60.00	na	na	
liquid pesticides, liquid poisons (loosepacked)	D90K	240.00	180.00	120.00	72.00	na	na	
lithium batteries for incineration	LBR	na	na	na	na	na	5.00	125.00
lithium batteries for recycling	LBRR	na	na	na	na	na	6.50	125.00
Medicines (loosepacked)	LCCR	240.00	180.00	120.00	72.00	na	na	
mercury articles for recycling	LCHG2	1500.00	1125.00	750.00	450.00	na		
Misc electronics for recycling	EEE	na	na	na	na		0.20	
nickel cadmium batteries for recycling	LBD2		0.00	0.00	0.00	na	0.85	75.00
Non-PCB ballasts for incineration	D80I	375.00	281.25	187.50	125.00	na	na	
Non-PCB ballasts for landfill	D80L	150.00	112.50	75.00	60.00	na	na	
Non-PCB ballasts for recycling	D80B	200.00	150.00	100.00	60.00	na	na	
non-rcra liquids (loosepacked or bulked) for incineration	CCRN	240.00	180.00	120.00	72.00	na	na	
non-rcra liquids (loosepacked or bulked) for landfill	CNOS	95.00	71.25	60.00	60.00	na	na	
non-rcra solids (loosepacked or bulked) for incineration	CCRN	240.00	180.00	120.00	72.00	na	na	
non-rcra solids (loosepacked or bulked) for landfill	CNO	80.00	60.00	60.00	60.00	na	na	
organic peroxide for incineration	LCCRR	na	na	na	125.00	na	na	
oxidizers for incineration	LCCRO	250.00	187.50	125.00	95.00	na	na	
oxidizers for treatment	LAT-O	150.00	112.50	75.00	60.00	na	na	

Material description	CHES Code	55dm	30dm	15dm	05dm	each	lbs	minimums
PCB ballasts for incineration	CHBI	600.00	450.00	300.00	180.00			
PCB ballasts for landfill	CHBL	175.00	131.25	87.50	75.00			
PCB ballasts for recycling	CHBD	195.00	146.25	97.50	75.00			
PCB capacitors and transformers for incineration	CHCI	600.00	450.00	300.00	180.00			
PCB liquids	DH3	290.00	217.50	145.00	87.00			
PCB paint waste, PCB oil for incineration	DH3	290.00	217.50	145.00	87.00			
Photochemicals for incineration (bulked)	A22K	195.00	146.25	97.50	60.00	na	na	
Photochemicals for incineration (lab pack, loosepack)	LCCR	240.00	180.00	120.00	72.00	na	na	
reactive lab packs for incineration	LCCRR	na	nn	na	125.00	na	na	
solvents, oil based paint for fuel blending (bulked, <4" solids))	FB1	80.00	60.00	60.00	60.00	na	na	
treated wood (haz for microenpsulation)	CCSM	150.00	112.50	75.00	60.00	na	na	
used motor oil contaminated with halogens/chlorine for fuel blending	A40	105.00	78.75	60.00	60.00	na	na	
used motor oil for fuel blending	FB1	80.00	60.00	60.00	60.00	na	na	
used motor oil for recycling	A31	60.00	60.00	60.00	60.00	na	na	
used oil filters for recycling	COF	95.00	60.00	60.00	60.00	na	na	

Routine Pick up Labor Rates

Chemist	$47/hour
Technician	$40/hour

Chemist and Technician will be charged portal to portal when Clean Harbors packs any waste. If already packed waste is being picked up only a flat $150 stop charge will be charged.

Clean Harbors Environmental Services
Materials Rates

PERSONAL PROTECTIVE EQUIPMENT

PPE DAILY RATES PER MAN PER CHANGE OUT

Level A with RESPONDER Plus Suit	$525.00
Level A with RESPONDER Suit	$235.00
Level B with CPF 4 or Barricade Suit	$175.00
Level B with CPF 3 or Saranex Suit	$163.00
Level B with CPF 2 or Poly Tyvec	$145.00
Level C with CPF 4 or Barricade	$75.00
Level C with CPF3 or Saranex	$55.00
Level C with CPF 1, CPF 2, or Poly Tyvec Suit	$43.00
Level D with Tyvec, Boots, Gloves	$20.00
Level A Intrinsically Safe, Hands Free Communications Package	$105.00/day

DOT SHIPPING CONTAINERS

5 Gal Poly 1h2/Y1.5/60	$12.00
5 Gal Poly Closed 1h1/Y1.8/170	$18.00
5 Gal Steel 1a2/Y1.8/100	$14.00
5 Gal Steel Closed 1a1/Y1.8/300	$17.00
5.5 Gal Steel 1a2/Y23/S	$14.50
10 Gal Fiber	$16.00
15 Gal Poly 1H2/Y56/S	$47.00
16 Gal Closed Poly 1h1/Y1.8/100	$31.00
16 Gal Poly 1h2/Y56/S	$47.00
16 Gal Fiber	$21.00
20 Gal Poly 1H2/Y56/S	$32.00
20 Gal Fiber	$25.00
30 Gal Poly 1h2/Y142/S	$63.00
30 Gal Poly Closed 1h1/Y1.8/100	$61.00
30 Gal Fiber 1g/X56/S	$25.00
30 Gal Steel Recon 1a2/Y1.2/100	$44.00
30 Gal Steel New 1a2/Y1.4/100	$91.00
30 Gal Steel Closed Recon 1a1/Y1.4/100	$35.00
30 Gal Steel Closed New 1a2/Y1.6/200	$78.00
55 Gal Poly 1h2/Y237/S	$105.00
55 Gal Poly Closed 1h1/Y1.8/150	$71.00
55 Gal Fiber 1g/Y190/S	$44.50

Clean Harbors Environmental Services
Materials Rates

DOT SHIPPING CONTAINERS (cont.)

55 Gal Steel Closed Recon 1a1/Y1.4/100	$28.00
55 Gal Steel Closed New 1a1/Y1.8/300	$79.00
55 Gal Steel Recon 1a2/Y1.2/100	$48.00
55 Gal Steel New 1a2/Y1.5/100	$90.00
55 Gal Stainles Steel Drum, Recon	$210.00
55 Gal Steel Hvy Gauge 1a2/1.5/100	$110.00
55 Gal Steel Poly Lined 6ha1/X1.5/280	$151.00
85 Gal Steel Recon 1a2/X400/S	$140.00
85 Gal Steel New 1a2/X400/S	$190.00
95 Gal Poly 1h2/Y318/S	$220.00
110 Gal Steel Recon 1a2/Y400s	$252.00
110 Gal Steel New 1a2/Y400s	$315.00
One Yard Flexbin 11g/Y/2022/1122	$132.00
One Yard Box for Non Haz Waste Only	$79.00
One Yard Supersac 13H2/Y/06	$54.00
One Yard Waste Wrangler	$163.00
Drum Liner W/ Lid	$20.50
4' Flourescent Tube Box 4g/Y275	$7.00
8' Flourescent Tube Box 4g/Y275	$8.00
8' Flourescent Tube Box 100- 125 bulb capacity	$68.00
18"x18"x24" Non Haz Path Box	$7.00
Pathological Waste Bag	$5.00
Asbestos Bags	$1.31
Plastic Bags (100/Roll) 6mil	$105.00
Poly Sheet/Roll 20'x100' 6 Mil	$70.00
Roll-Off Liner	$68.00
Dump Trailer Liner	$84.00
Drum Liner	$13.00
Flexbin/Cubic Yard box Liner	$21.00
Filter/Liner for Filter box	$315.00
Drum Rings/Bolts/Gaskets	$12.75

ABSORBENT MATERIALS

20# Bag Sawdust	$6.00
Hg. Absorb/Lb.	$8.75
Oil Snare On 50' Line	$77.00
Oil Snare Loose In Bag/Box	$53.50
Absorbent Industrial Rug 36" X 300'	$210.00
Soda Ash (100 Lb)	$42.00
8" Absorbent Boom X 10' X 4' Bale	$205.00
5" Absorbent Boom X 10' X 4' Bale	$122.50
3" Absorbent Boom, 3in x 4ft Ea.	$4.20
Sorbent Pad (101 Grade) /Bale	$105.00
Absorbent Pillow 14" X 25 Ea.	$17.50
Absorbent Pillows/Bale	$137.00
Absorbent Sweep 17" X 100'	$121.00
Speedi Dry	$8.00

CleanHarbors ENVIRONMENTAL SERVICES®

Site Services - West Region
Emergency Response Labor Rates
All rates Hourly unless otherwise specified

Field Personnel	Price
Field Technician	$58.00
Senior Technician	$63.00
Foreman	$72.00
Equipment Operator	$70.00
Supervisor	$98.00
Project Manager	$120.00
Chemist	$91.00
Lead Chemist	$116.00
Site Safety Officer	$135.00
Technical Personnel	
Associate Engineer	$90.00
Designer	$100.00
Drafter	$90.00
Electrician	$95.00
Field Engineer/Scientist/Geologist	$102.00
Field Inspector	$78.00
Licensed Plumber	$95.00
Mechanic	$95.00
Professional Engineer/LSP	$120.00
Senior Engineer/Scientist/Geologist	$114.00
Senior Mechanical Technician	$87.00
Sr. Mechanic	$103.00
Sr. Welder	$103.00
Wastewater Treatment Operator	$103.00
Welder	$95.00
Administrative/Managerial Personnel	
Commercial Trainer	$102.00
Coordinator	$125.00
General Manager	$162.00
On Site Administration/Accounting Clerk	$66.00
Major Event "Strike Team"	
Administration/Coordinator	$135.00
Logistics/Procurement	$100.00
Strike Team Leader	$200.00
Zone/Operations Manager	$140.00
Per Diem (per person per day)	$197.00

CleanHarbors
ENVIRONMENTAL SERVICES®

Site Services - West Region
Equipment Rates
Units of Measure specified in UoM column

	UoM	Price
Earth Moving Equipment		
Backhoe Loader - 1 Yard Bucket	DAY	$470.00
Backhoe Loader - 1 Yard Bucket	HR	$75.00
Bobcat Backhoe Attachment	DAY	$135.00
Bobcat Forklift Attachment	DAY	$55.00
Bobcat Hydraulic Shears Attachment	DAY	$150.00
Bobcat Loader	DAY	$420.00
Bobcat Loader	HR	$74.00
Bobcat Sweeper Attachment	DAY	$135.00
Bulldozer 6-13 ton	DAY	$650.00
Excavator - Track	DAY	$775.00
Excavator - Track	HR	$95.00
Excavator- Link Belt with Mixer Attachment	DAY	$1,360.00
Loader - 3 Yard Bucket	DAY	$984.00
Loader - 3 Yard Bucket	HR	$73.00
Electric Power Tools		
1/2" Drill	DAY	$41.00
3/8" Drill	DAY	$33.00
60# Jackhammer	DAY	$87.00
Circular Saw	DAY	$57.00
Mercury Vacuum	DAY	$197.00
Reciprocating Saw	DAY	$75.00
Rivet Buster	DAY	$164.00
Shop (Wet) Vac	DAY	$41.00
Field Analytical		
4 Gas Meter	DAY	$170.00
Bailer & Sampling Equipment	DAY	$57.00
Conductivity Meter	DAY	$120.00
Draeger Air Monitor Pump	DAY	$75.00
Explosion/Oxygen Meter	DAY	$120.00
Geiger Counter	DAY	$150.00
Geoprobe	DAY	$218.00
Hydrogen Cyanide Meter	DAY	$124.00
Hydrogen Sulfide (H2S) Meter	DAY	$52.00
Hydrostatic Tester	DAY	$110.00
Interface Probe	DAY	$120.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	$490.00
Mercury Vapor Analyzer	DAY	$250.00
Noise Dosimeter	DAY	$52.00
Organic Vapor Analyzer (OVA)	DAY	$155.00

	UoM	Price
Particulate Meter, Mini Ram or Equivalent	DAY	$120.00
Personal Air Pump	DAY	$57.00
pH Meter	DAY	$57.00
PID Meter	DAY	$120.00
Ultrasound Meter	DAY	$275.00
Unknown Testing Kit	DAY	$165.00
Well purging/Sampling Pump	DAY	$57.00
Gas Powered Tools		
Air Mover Flex Hose 4" (100ft Roll)	ROL	$88.00
Air Mover Flex Hose 6" (100ft Roll)	ROL	$171.00
Brush Cutter	DAY	$116.00
Chain Saw	DAY	$116.00
Cutoff Saw	DAY	$125.00
High Velocity Leaf Blower	DAY	$62.00
Heavy Duty Trucks		
Box Truck (10 Wheel)	HR	$63.00
Box Truck (6 Wheel)	HR	$63.00
Heavy Duty Liftgate Truck	DAY	$372.00
Heavy Duty Liftgate Truck	HR	$62.00
Dump Truck, 10 Wheel	DAY	$450.00
Dump Truck, 10 Wheel	HR	$75.00
Tractor - No Trailer	HR	$48.00
Tractor W/Box Van	HR	$59.00
Tractor W/Flatbed/Lowbed	HR	$60.00
Tractor W/Bulk Hopper	HR	$60.00
Tractor W/Dump Trailer	HR	$63.00
Tractor W/Roll-Off Trailer	HR	$60.00
Trailer Mounted High Powered Vac Unit	DAY	$777.00
Air Mover/Vactor	HR	$90.00
High Power Vacuum Truck/Cusco	HR	$98.00
High Power Vacuum Truck/Cusco W/Liquid Ring	HR	$111.00
Skid Mount Vacuum System	HR	$49.00
Tractor W/Liquid Transporter	HR	$62.00
Vactor W/Cyclone	HR	$105.00
Vactor W/HEPA	HR	$98.00
Vactor W/High Rail	HR	$130.00
Vacuum Tractor Trailer	HR	$59.00
Vacuum Truck Straight	HR	$59.00
Vactor Flex Hose 4" (100ft Roll)	ROL	$88.00
Vactor Flex Hose 6" (100ft Roll)	ROL	$171.00

*** Decontamination of Vacuum Trucks, Vactors, Cuscos, Trailers, etc. not included.
Some may require personnel entry, some may be deconned at a local truck wash.

CleanHarbors
ENVIRONMENTAL SERVICES®

Site Services - West Region
Equipment Rates
Units of Measure specified in UoM column

	UoM	Price
Hoses/Pipe		
2" Cross Link Poly-Chem Hose (25')	DAY	$35.00
2" Lay Flat Hose (25')	DAY	$26.00
2" Oil Suction Hose (25')	DAY	$29.00
3" Cross Link Poly Chem Hose (25')	DAY	$48.00
3" Oil Suction Hose (25')	DAY	$40.00
3" Lay Flat Hose (25')	DAY	$39.00
3/4" Air compressor hose/foot	FT	$1.50
4" Lay Flat Hose (25')	DAY	$57.00
4" Cross Link Poly Chem Hose (25')	DAY	$64.00
4" Oil Suction Hose (25')	DAY	$57.00
4" HDPE Pipe w/ Quick Disconnects (40ft)	DAY	$22.00
6" Lay Flat Hose (25')	DAY	$75.00
6" Oil Suction Hose (25')	DAY	$83.00
6" HDPE Pipe w/ Quick Disconnects (40ft)	DAY	$24.00
Wash Hose (50')	DAY	$16.00
Light Duty Truck/Response Equipment		
2 1/2 Ton Utility Vehicle	DAY	$181.00
Emergency Response Van	HR	$80.00
Pickup/Van/Car/Crew Cab	DAY	$159.00
Spill Trailer	DAY	$186.00
Stake Body/Utility Truck	DAY	$195.00
Utility/Boom Trailer	DAY	$186.00
Welding Van	HR	$19.00
Marine Response Equipment		
10" Containment Boom	FT	$1.70
18" Containment Boom	FT	$1.90
24" Containment Boom	FT	$2.45
36" Containment Boom	FT	$2.75
48" Containment Boom	FT	$6.25
Boom Anchor System	DAY	$26.00
Boom Light	DAY	$26.00
Containment Boom Tow Bridle	DAY	$26.00
Global Positioning System	DAY	$60.00
Hydraulic Power Pack	DAY	$210.00
Inflatable Buoy	DAY	$33.00
Oil Corralling Spray Bar	DAY	$26.00
PFD Survival Suit	DAY	$75.00
PFD Survival Vest	DAY	$24.00
Air Boat	DAY	CALL
Jon Boat	DAY	$135.00
20' Fast Response Vessel w/o use of Storage	DAY	$570.00
20' Fast Response Vessel with use of Storage (30 bbl)	DAY	$829.00
Marco Harbor 28' Fast Response Recovery Vessel	DAY	$5,050.00

	UoM	Price
Power Workboat (12' - 14')	DAY	$285.00
Power Workboat (15'-17')	DAY	$340.00
Power Workboat (18'-22')	DAY	$570.00
Power Boat (23'-30')	DAY	$600.00
Power Boat (23'-30') Twin Engine	DAY	$820.00
Power Barge Boat (26'-30') Twin Engine	DAY	$850.00
Power Boat (>30')	DAY	CALL
1" Belt Skimmer	MO	$544.00
Drum Skimmer Unit	DAY	$780.00
Duck Bill Skimmer	DAY	$26.00
Marco Skimmer Belt Drive	EA	$1,245.00
Marco Skimmer belt-light oil pads (Set of 4)	EA	$725.00
Skim Pack	DAY	$155.00
Weir Disc Skimmer Unit	DAY	$165.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	$750.00
Landing Craft (LCM) (26in-28in) Twin Engine	DAY	$800.00
Underwater ROV	DAY	$1,200.00
Drum Skimmer (24in-36in)	DAY	$600.00

* Cost of Decontamination of Marine Response Equipment not included.
* Replacement Skimming Belts will be priced on request as needed.

Materials Processing Equipment

Centrifuge	DAY	$1,036.00
Floating Dredge (10' depth)	DAY	$466.00
Floating Dredge (20' depth)	DAY	$725.00
Mobile Belt filter press	DAY	$518.00
Mobile Plate and Frame filter press	DAY	$622.00
Robotic Manway Cannon	DAY	$622.00
Vapor Recovery Unit (Double Column)	DAY	$518.00

Pneumatic Power Tools

1/2" Drive Drill	DAY	$60.00
3/4" Rotary Hammer Drill	DAY	$87.00
3/8" Drive Drill	DAY	$36.00
Jackhammer 40 Lb.	DAY	$62.00
Jackhammer 60 Lb.	DAY	$78.00
Jackhammer 90 Lb.	DAY	$93.00
Pallet Jack	DAY	$11.00
Pneumatic Chipping Gun	DAY	$100.00
Reciprocating Saw	DAY	$98.00
Scraping Gun, Air Driven	DAY	$75.00
Steel Nibbler	DAY	$125.00

	UoM	Price
Pressure Washing Equipment		
1000 PSI Pressure Washer	DAY	$95.00
2000 PSI Pressure Washer	DAY	$104.00
2500 PSI Hot Pressure Washer	DAY	$326.00
2500 PSI Pressure Washer	DAY	$112.00
3000 PSI Hot Pressure Washer	DAY	$359.00
3500 PSI Hot Pressure Washer	DAY	$363.00
3D/ Automated Nozzle for Water Blaster	HR	$77.00
Water Blaster, 10,000 PSI	HR	$67.00
Water Blaster, 20,000 PSI	HR	$130.00
Water Blaster, 40,000 PSI	HR	$157.00
Pumping/Transferring Pumps		
1" Double Diaphragm Pump	DAY	$92.00
2" Centrifical Pump	DAY	$105.00
2" Chemical Diaphragm Pump	DAY	$174.00
2" Double Diaphragm Pump	DAY	$131.00
2" Electric Submersible Pump	DAY	$82.00
2" Hale Pump/Trash Pump	DAY	$104.00
2" Parastolic Pump	DAY	$363.00
3" Centrifical Pump	DAY	$120.00
3" Chemical Diaphragm Pump	DAY	$192.00
3" Diesel Lister Pump	DAY	$147.00
3" Double Diaphragm Pump	DAY	$147.00
3" Electric Submersible Pump	DAY	$104.00
3" Hale Pump/Trash Pump	DAY	$120.00
4" Centrifical Pump	DAY	$147.00
4" Double Diaphragm Pump	DAY	$202.00
4" Electric Submersible Pump	DAY	$152.00
4" Hale Pump/Trash Pump	DAY	$272.00
4" Hydraulic Transfer Pump	HR	$33.00
6" Hydraulic Sludge Pump with Power Pack	DAY	$518.00
6" Hydraulic Transfer Pump	HR	$250.00
8" Hydraulic Transfer Pump	HR	$300.00
Drum Loader	DAY	$164.00
Electric Drum Pump	DAY	$104.00
Hand Pump	DAY	$33.00
Pneumatic Drum Vac - Venturi	DAY	$175.00
Respiratory Protection		
2 Man Breathing System	DAY	$275.00
4 Man Breathing System	DAY	$350.00
6 Man Breathing System	DAY	$375.00
Breathing Air Hose/100 FT	DAY	$100.00
Negative Air Machine	DAY	$250.00
Negative Air Machine	WK	$653.00
Respirator, Full Face	DAY	$30.00
Self Contained Breathing App.	DAY	$250.00

CleanHarbors
ENVIRONMENTAL SERVICES®

Site Services - West Region
Emergency Response Labor Rates
All rates Hourly unless otherwise specified

Field Personnel	Price
Field Technician	$58.00
Senior Technician	$63.00
Foreman	$72.00
Equipment Operator	$70.00
Supervisor	$98.00
Project Manager	$120.00
Chemist	$91.00
Lead Chemist	$116.00
Site Safety Officer	$135.00
Technical Personnel	
Associate Engineer	$90.00
Designer	$100.00
Drafter	$90.00
Electrician	$95.00
Field Engineer/Scientist/Geologist	$102.00
Field Inspector	$78.00
Licensed Plumber	$95.00
Mechanic	$95.00
Professional Engineer/LSP	$120.00
Senior Engineer/Scientist/Geologist	$114.00
Senior Mechanical Technician	$87.00
Sr. Mechanic	$103.00
Sr. Welder	$103.00
Wastewater Treatment Operator	$103.00
Welder	$95.00
Administrative/Managerial Personnel	
Commercial Trainer	$102.00
Coordinator	$125.00
General Manager	$162.00
On Site Administration/Accounting Clerk	$66.00
Major Event "Strike Team"	
Administration/Coordinator	$135.00
Logistics/Procurement	$100.00
Strike Team Leader	$200.00
Zone/Operations Manager	$140.00
Per Diem (per person per day)	$197.00

CleanHarbors
ENVIRONMENTAL SERVICES®

Site Services - West Region
Equipment Rates
Units of Measure specified in UoM column

Site Support	UoM	Price
150,000 BTU Portable Heater	DAY	$260.00
2,000 Gal Poly Storage Tank	DAY	$75.00
20,000 Gal. Double walled Frac Tank	DAY	$185.00
20,000 Gal. Frac Tank	DAY	$155.00
3,000 Gal Steel Storage Tank	DAY	$25.00
3,000 Gal Steel Storage Tank	WK	$125.00
300 - 500 gal Poly Storage Tank	DAY	$40.00
300 - 500 gal Poly Storage Tank	WK	$280.00
300 - 500 gal Poly Storage Tank	MO	$1,200.00
4,000 Gal Poly Storage Tank	DAY	$91.00
4000 Watt Generator	DAY	$133.00
Air Compressor 8/10 CFM	DAY	$115.00
Air Compressor 175 CFM	DAY	$260.00
Air Compressor 375 CFM	DAY	$350.00
ATV 4x4 or 4x6	DAY	$350.00
Carbon Filter - Vapor Phase, Small	WK	$544.00
Carbon Filter - Skid Mounted, Liquid Phase, 10GPM	DAY	$65.00
Carbon Filter - Skid Mounted, Liquid Phase, 10GPM	WK	$325.00
Carbon Filter - Skid Mounted, Liquid Phase, 10GPM	MO	$1,365.00
Carbon Filter - Trailer Mounted, Liquid Phase 100/200GPM	DAY	$653.00
Carbon Filter - Trailer Mounted, Liquid Phase 100/200GPM	WK	$3,918.00
Carbon Filter - Trailer Mounted, Liquid Phase 100/200GPM	MO	$13,713.00
Carbon Filter - Trailer Mounted, Liquid Phase 300GPM	DAY	$1,035.00
Carbon Filter - Trailer Mounted, Liquid Phase 300GPM	WK	$6,210.00
Carbon Filter - Trailer Mounted, Liquid Phase 300GPM	MO	$21,735.00
Carbon Filter - Trailer Mounted, Liquid Phase 50-85GPM	DAY	$325.00
Carbon Filter - Trailer Mounted, Liquid Phase 50-85GPM	WK	$1,950.00
Carbon Filter - Trailer Mounted, Liquid Phase 50-85GPM	MO	$6,825.00
Carbon Filter - Van mounted, Liquid Phase, 150GPM	DAY	$924.00
Carbon Filter - Van mounted, Liquid Phase, 150GPM	WK	$5,544.00
Carbon Filter - Van mounted, Liquid Phase, 150GPM	MO	$19,404.00
Carbon Filter - Van Mounted, Low Profile Air Stripper 100GPM, 1200CFM	DAY	$925.00
Carbon Filter - Van Mounted, Low Profile Air Stripper 100GPM, 1200CFM	WK	$5,550.00
Carbon Filter - Van Mounted, Low Profile Air Stripper 100GPM, 1200CFM	MO	$19,425.00
Carbon Filter System - 55gal	DAY	$238.00
Carnaflex Bags, SeaSlugs - 100 barrel	DAY	CALL
Carnaflex Bags, SeaSlugs - 200-500 gal	DAY	CALL
Chains & Binders	DAY	$40.00
Construction Debris Box, Non Haz Only	DAY	$50.00
Decon Pool 10' x 10'	DAY	$150.00
Decon Pool 20' x 100'	DAY	$500.00
Decon Pool 25' x 50'	DAY	$250.00
Decontamination Trailer	DAY	$175.00
Dewatering box	DAY	$164.00
Drum Scale (Portable)	DAY	$55.00
Dump Trailer, No Tractor (For on-site Storage Only)	DAY	$70.00
Eyewash Station	DAY	$50.00

	UoM	Price
Generator (5K)	DAY	$150.00
Generator (8K)	DAY	$175.00
Generator (12K)	DAY	$155.00
15 Gal HEPA Filter	DAY	$164.00
Hand tool package	DAY	$30.00
Incident Command Unit	DAY	$1,500.00
Intermodel Container	DAY	$30.00
Intrinsically Safe Drop Light	DAY	$100.00
Intrinsically Safe Tool Kit	DAY	$26.00
Light Stand	DAY	$100.00
Light Tower w/Generator	DAY	$500.00
Office Trailer	DAY	$110.00
Personnel Staging Tent 20' x 30'	DAY	$155.00
Portable Boiler Unit	DAY	$870.00
Portable Boiler Unit	WK	$4,350.00
Roll-Off Container	DAY	$19.00
Secondary Containment	DAY	$39.00
Spotlight, Halogen	DAY	$100.00
Tank Trailer, No Tractor (For On-site Storage Only)	DAY	$435.00
Truck Scale (Portable)	DAY	$290.00
Vacuum Box with Filtration Unit, Watertight	DAY	$275.00
Vacuum Box, Watertight	DAY	$110.00
Van Trailer, No Tractor (For On-site Storage Only)	DAY	$192.00
Wheel Barrow	DAY	$21.00

** Spotting fee, Liners, Cleaning of Unit not included.

Specialty Equipment

Acetylene Cutting Torch	DAY	$114.00
Auger - Electric	DAY	$70.00
Auger - Heated	MO	$1,903.00
Auger - Manual	DAY	$62.00
Belt Press	DAY	$518.00
Chemical Cleaning Unit	HR	$110.00
Compactor	DAY	$62.00
Concrete Saw - Walk Behind	DAY	$218.00
Concrete Saw - Walk Behind	WK	$1,090.00
Concrete Saw - Walk Behind	MO	$4,578.00
Confined Space Entry Gear	DAY	$348.00
DBI/Rogliss Tripod	DAY	$62.00
Digital Camera	DAY	$82.00
Drum Crusher - Portable	HR	$55.00
Drum Crusher - Portable	DAY	$435.00
Drum Dolly	DAY	$21.00
Drum Grabber, Mechanical	DAY	$27.00
Drum Tilter, Mechanical	DAY	$164.00
Electric Blower	DAY	$83.00
Fiber Optic Camera	HR	$55.00
Fiber Optic Camera	DAY	$165.00
Fiber Optic Camera Truck	HR	$142.00

CleanHarbors
ENVIRONMENTAL SERVICES®

Site Services - West Region
Equipment Rates
Units of Measure specified in UoM column

	UoM	Price
Forklift W/Drum Grabber	DAY	$425.00
Forklift W/Drum Tilter	DAY	$425.00
Forklift (2000 Lb. Capacity)	DAY	$400.00
Hydraulic Shears	DAY	$777.00
Jet Air Blower	DAY	$62.00
Plasma Cutting Torch	DAY	$226.00
Pneumatic Fan Blower	DAY	$83.00
Pneumatic Remote Drum Opener (penetration)	DAY	$1,140.00
Sandblaster & Hose	DAY	$164.00
Soil Vent Blower	DAY	$164.00
Traffic Cones/Barricade	DAY	$1.10
Traffic Sign - Arrow Board	DAY	$38.00
Traffic Sign - Other	DAY	$1.10
Transit Set	DAY	$119.00
Well Development Rig	HR	$38.00

	UoM	Price
Personal Protective Equipment (Per person per change out)		
Level A Intrinsically Safe, Hands Free Communications Package	DAY	$140.00
Level A with RESPONDER Plus Suit	EA	$596.00
Level A with RESPONDER Suit	EA	$285.00
Level B with CPF 2 or Poly Tyvek	EA	$171.00
Level B with CPF 3 or Saranex Suit	EA	$181.00
Level B with CPF 4 or Barricade Suit	EA	$207.00
Level C with CPF 1, CPF 2, or Poly Tyvek Suit	EA	$52.00
Level C with CPF 4 or Barricade	EA	$98.00
Level C with CPF3 or Saranex	EA	$67.00
Level D with Tyvek, Boots, Gloves	DAY	$26.00
Chemical Protective Garments		
Kappler CPF1 Apron	EA	$15.00
Kappler CPF1 Suit (Blue)	EA	$30.00
Kappler CPF2 Suit (Grey)	EA	$50.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	$85.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	$115.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	$100.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	$120.00
Kappler CPF5 Responder Level A Suit (Blue)	EA	$1,245.00
Kappler CPF5 Responder Plus Level A Suit (Orange)	EA	$1,500.00
Barricade Suit	EA	$70.00
Chemrel Suit, Level B	EA	$105.00
Chemrel Suit, Level C	EA	$70.00
Chemtuff Suit, Level B	EA	$40.00
Chemtuff Suit, Level C	EA	$35.00
Polycoated Rain Gear, 22mil	EA	$16.00
Tyvek, Polycoat HD/BT	EA	$16.00
Tyvek, Saranex	EA	$30.00
Tyvek, White	EA	$20.00
Hand Protection		
12in PVC Gloves	PAIR	$10.00
14in Neoprene Gloves	PAIR	$11.00
14in Nitrile Gloves	PAIR	$11.00
18in PVC Gloves	PAIR	$11.00
Cotton Winter Glove Liners	PAIR	$5.25
Cut Resistant Gloves	PAIR	$25.00
Latex Gloves	BOX	$11.00
Leather Gloves	PAIR	$5.75
Puncture Resistant Gloves	PAIR	$30.00
Silver Shield Gloves	PAIR	$30.00

	UoM	Price
Respiratory Protection		
Acid Cartridges	PAIR	$23.00
Ammonia Cartridges	PAIR	$30.00
Asbestos Cartridges	PAIR	$26.00
Chlorine Cartridges	PAIR	$25.00
Mercury Cartridges	PAIR	$44.00
MSA Chemical Cartridge	EA	$26.00
Organic Vapor Cartridges (No Dust)	PAIR	$25.00
Organic Vapor/Dust Combination Cartridges	PAIR	$45.00
Pesticide Cartridges	PAIR	$30.00
Foot Protection		
17in Over/Slush Boots - Rental	PAIR	$21.00
Disposable Boot Covers (Chicken Boots)	PAIR	$11.50
Non Steel Toe Chest Waders - Purchased	PAIR	$205.00
Steel Toe Knee Boots - Rental	PAIR	$30.00
Head / Facial Protection		
16oz Eyewash	EA	$20.00
Chemical Resistant Hoods	EA	$35.00
Cold Weather Hard Hat Liners	EA	$7.25
Earplugs	PAIR	$1.75
Face/Splash Shield	EA	$20.00
First Aid Kit, 25 Person	EA	$75.00
DOT Shipping Containers		
1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	$140.00
1 Cubic Yard Supersac 13H2/Y/06	EA	$65.00
10 Gal / 40 Litre Fiber Drum	EA	$20.00
110 Gal Steel Drum, New 1A2/Y400S	EA	$365.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	$345.00
15 Gal / 60 Litre Poly Drum 1H1/Y1.8/100	EA	$55.00
16 Gal / 70 L Closed Poly Drum	EA	$55.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	$55.00
16 Gal Fiber Drum	EA	$25.00
18x18x24in Nonhazardous Pathological Waste Box	EA	$9.00
20 Gal / 80 Litre Fiber Drum	EA	$30.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	$75.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	$70.00
30 Gal / 120 Litre Closed Steel Drum, New 1A2/Y1.6/200	EA	$85.00
30 Gal / 120 Litre Closed Steel Drum, Reconditioned 1A1/Y1.4/100	EA	$75.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	$45.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	$70.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	$100.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	$60.00
4ft Fluorescent Tube Box 4G/Y275	EA	$13.00

	UoM	Price
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	$25.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	$30.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	$20.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	$30.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	$20.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	$40.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	$60.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	$230.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1 8/150	EA	$80.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	$78.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	$88.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	$50.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	$135.00
55 Gal / 205 Litre Steel Drum Heavy Gauge 1A2/1.5/100 (17-C)	EA	$125.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	$100.00
55 Gal/205 Litre Steel Drum Poly Line 6HA1/X1.5/280 (6D/37M)	EA	$170.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	$210.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	$165.00
8ft Fluorescent Tube Box 4G/Y275	EA	$20.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	$245.00
Asbestos Bag	EA	$1.45
Cubic Yard Box for Non-Haz Waste	EA	$90.00
Drum Liners	EA	$20.00
Drum Rings/Bolts/Gaskets	EA	$25.00
Dump Trailer Poly Liner	EA	$87.00
Filter/Liner for Filter Box	EA	$325.00
Flexbin/Cubic Yard Box Liner	EA	$25.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	EA	$70.00
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	EA	$70.00
Pathological Waste Bag	EA	$5.50
Poly Sheet, 6mil 20ft x 100ft	EA	$100.00
Rolloff Poly Liner	EA	$70.00
Oversized heavy duty biohaz bag	EA	$40.00
Poly Bags, 6mil, per Roll	EA	$130.00
Waste Wrangler	EA	$170.00
Absorbent Materials		
Absorbent Boom, 3in x 4ft	EA	$5.50
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	$140.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	$225.00
Absorbent Pad (101 Grade) 100/bale	BALE	$115.00
Absorbent Pillow, 14in x 25in	EA	$27.00
Absorbent Pillow, 14in x 25in x 10/Bale	BALE	$175.00
Absorbent Roll, 38in x 144ft	EA	$165.00
Absorbent Rug, 36in x 300ft	EA	$230.00
Absorbent Sweep, 17in x 100ft	BALE	$145.00

	UoM	Price
Activated Carbon for Water treatment systems	LBS	$2.75
Corn Cob Absorbent	PAL	$500.00
Corn Cob Absorbent 40lb / 18 kg bag	BAG	$15.00
HGX Absorbent (Mercury absorbent)	LBS	$18.00
HGX Absorbent (Mercury Absorbent), 5 lbs container	EA	CALL
Oil Snare, Loose in Bag	BOX	$60.00
Oil Snare, on a Line, 50ft	EA	$88.00
Poly Absorbent, 20 lb / 23 kg	BAG	$95.00
Rags, 50 lb / 23 kg	BOX	$55.00
Saw Dust, 20 lb / 9 kg	BAG	$8.30
Speedi Dry	BAG	$10.50
SPI Solidification Particulate (Oil Bond)	LBS	$17.00
SPI Waterbond	LBS	$14.00
Vermiculite 4 cuft / 3 cubic meter	BAG	$23.00
Degreasers & Neutralizing Agents		
142 Solvent	GAL	$9.25
Antifreeze, Concentrate	GAL	$5.25
Capsur	GAL	$155.00
Citric Acid Solution, 15%	GAL	$6.25
Citrus Cleaner Degreaser	GAL	$55.00
Diesel Fuel Used a Cleaner	GAL	CALL
Hydrated Lime, 50 lb / 23 kg	BAG	$7.25
Hydrochloric Acid	LBS	$3.25
Liquid Alive	GAL	$76.00
No Flash	GAL	$25.00
Penetone Degreaser	GAL	$29.00
PES 51 Cleaner	GAL	$70.00
Pink Stuff Degreaser	GAL	$20.00
Sanimate Degreaser	GAL	$20.00
Sea Clean Degreaser, 5 Gal / 20 Litre	EA	$75.00
Simple Green Degreaser	GAL	$30.00
Soda Ash, 100 lb / 45 kg	BAG	$46.00
Sodium Bisulfate 50 lb / 23 kg	BAG	$110.00
Sodium Hypochlorite, 15% (Bleach)	GAL	$6.25
Spray Gel	GAL	$26.00
Trichloroethane	GAL	$7.25
Sampling And Lab Supplies		
8oz Sample Jars	EA	$12.00
12oz Sample Jar w/Cover	EA	$3.25
16oz Sample Jar w/Cover	EA	$4.25
32oz Sample Jar w/Cover	EA	$5.25
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	$25.00

	UoM	Price
CHLOR-N-OIL Test Kit 0-50ppm PCB	EA	$25.00
CHLOR-N-OIL Test Kit 50-500ppm (PCB)	EA	$20.00
Draeger Tube	EA	$25.00
Hanby Soil Reagent/Sample	EA	$50.00
pH Paper, 1-14/Roll	EA	$15.00
Sample Tube	EA	$15.00
Buna/Velluminoid Materials		
2in Flange/Ring Gasket	EA	$5.25
3in Flange/Ring Gasket	EA	$6.25
4in Flange/Ring Gasket	EA	$8.50
6in Flange/Ring Gasket	EA	$13.00
8in Flange/Ring Gasket	EA	$14.00
10in Flange/Ring Gasket	EA	$17.00
12in Flange/Ring Gasket	EA	$18.00
14in Flange/Ring Gasket	EA	$20.00
16in Flange/Ring Gasket	EA	$21.00
24 - 36in Manhole Gasket	EA	$75.00
Marine Equipment		
1/2in Galvanized Shackle/Screwpin	EA	$15.00
1/2in Galvanized Swivel/Eye&Eye	EA	$35.00
10in Inflatable Buoy	EA	$42.00
13in Inflatable Buoy	EA	$65.00
19in Inflatable Buoy	EA	$90.00
24in Safety Throw Ring	EA	$115.00
6in Pick up Buoy	EA	$35.00
3/8in Unguarded Galvanized Chain	FT	$6.25
Anchor, 18Lb	EA	$125.00
Anchor, 22Lb	EA	$150.00
Anchor, 25Lb	EA	$200.00
Anchor, 40Lb	EA	$305.00
Anchor, 43Lb	EA	$315.00
PFD Deck Suit	EA	$610.00
PFD Safety Light	EA	$25.00
PFD Survival Suit	DAY	$870.00
PFD Work Vest	EA	$520.00
Signal Horn	EA	$30.00
1/2in Nylon Rope	FT	$0.90
1/2in Poly Rope	FT	$0.40
1/8in Poly Rope	FT	$0.30
12" Masonry Cutting Wheel	EA	$55.00
12" Metal Cutting Wheel	EA	$30.00
12in Masonry Cutting Wheel Blade	EA	$14.00
12in Metal Cutting Wheel Blade	EA	$14.00

	UoM	Price
Hand Tool/Construction Accessories		
16in Street Broom	EA	$31.00
24in Floor Broom	EA	$31.00
3 Gal Pump Spray Bottle	EA	$47.00
3/8in Manila Rope	FT	$0.40
3/8in Manila Rope Coil, 600ft	EA	$150.00
3in Long Handle Scraper	EA	$21.00
3in Scraper	EA	$13.00
Bow Rake	EA	$41.00
Carbide Blade	EA	$13.00
Caution Tape/Roll	EA	$50.00
Chemical Tape/Roll	EA	$45.00
Corn Broom	EA	$21.00
Deck/Scrub Brush	EA	$16.00
Disposal Hand Pump/Siphon Pump	EA	$30.00
Duct Tape/Roll	EA	$10.50
Extension Cord, 50ft	EA	$40.00
Fence Stakes	EA	$8.30
Fence, Slit 100ft	EA	$130.00
Flat Shovel	EA	$28.00
Garden Hoe	EA	$26.00
Garden Rake	EA	$26.00
Pitch Fork	EA	$47.00
Plastic Shovel	EA	$25.00
Sawzall Blade	EA	$30.00
Shrink Wrap	ROL	$43.00
Small Sledge Hammer	EA	$36.00
Snow Fence/Safety Fence, 50ft	EA	$55.00
Spaded Shovel	EA	$31.00
Squeegee	EA	$33.00
Safety Plans And OPA-90 Documentation		
Etiological Infectious Matl E/R Cvrg(single site)&Site Walk	EA	$1,200.00
Additional Site Coverage (each site)	EA	$300.00
Annual Site Walk and Response Plan Listing	EA	$650.00
Annual Site Walk and Response Plan Listing	EA	$400.00
Additional Site Walk (w/in 50 miles of CHES)	EA	$300.00
Multi-State/Multi-Site Response Plan Listing & Site Walk	EA	$1,600.00
Minimum Charge for ER or BioHaz Jobs	EA	$2,000.00
OPA-90 PREP Documentation Fee	EA	$300.00
FRP Listing (Secondary Coverage,single-site) & Site Walk	EA	$650.00
Additional Site Walk (w/in 50 miles of CHES)	EA	$300.00
Multi-State/Multi-Site FRP Listing (supplementary) & Site Walk	EA	$900.00
OPA-90 FRP Primary OSRO Listing-Single Site	EA	$900.00
OPA-90 FRP Primary Listing-Additional Sites	EA	$300.00
After Action Report	EA	$100.00
Safety Plan - Standard	EA	$275.00

Miscellaneous	UoM	Price
#25 Filter Bag	EA	$7.50
Acetylene Bottle	EA	$41.00
Breathing Air Bottle Refill	EA	$26.00
Collection Jar for Mercury Vacuum	EA	$40.00
DOT Placards	EA	$3.00
Dump Truck Bow	EA	$30.00
Dump Truck Tarp	EA	$332.00
Filtration Bag for Mercury Vacuum	EA	$25.00
Hand Cleaner	EA	$26.00
Nitrogen Cylinder - 300 cuft	DAY	$60.00
Propane Bottle	EA	$65.00
Rolloff Bow	EA	$35.00
Rolloff Tarp	EA	$362.00
Super Baffler Styrofoam Reusable Paint Filter, 20/case	CASE	$170.00

	Price
Organic Analyses	
Acid Extractables - EPA method 625/8270	$257.00
Aromatic Volatile Organics - EPA method 602/8020	$109.00
Base/Neutral & Acid Extractables - EPA method 625/8270	$435.00
Base/Neutral Extractables - EPA method 625/8270	$295.00
Chlorinated Herbicides	$264.00
Extractable Petroleum Hydrocarbon, Deluxe - MA DEP EPH	$306.00
Extractable Petroleum Hydrocarbon, Standard - MA DEP EPH	$192.00
Halogenated Volatile Organics - EPA method 601/8010	$120.00
Hydrocarbon Identification & Quantification - EPA method 8100	$166.00
Library Search GC/MS	
BNA (20 substances of greatest apparent concentration)	$88.00
VOA (10 substances of greatest apparent concentration)	$67.00
Organochlorine Pesticides - EPA method 608/8080	$159.00
Organochlorine Pesticides & PCB - EPA method 608/8080	$202.00
Organophosphorous Pesticides - EPA method 8140	$348.00
PCBs, Oil - EPA method 600/4-81-045	$104.00
PCBs, Water or Solid - EPA method 608/8080	$120.00
PCBs, Wipe - EPA method 8080	$104.00
Polychlorinated Dioxins/Furans - EPA method 8280	$1,813.00
Polynuclear Aromatic Hydrocarbons by HPLC - EPA method 8310	$316.00
Total Petroleum Hydrocarbons as Diesel - EPA method 8015	$114.00
Total Petroleum Hydrocarbons as Gasoline - EPA method 8015	$100.00
Volatile Organics - EPA method 624/8260	$197.00
Volatile Petroleum Hydrocarbon, Deluxe - MA DEP VPH	$155.00
Volatile Petroleum Hydrocarbon, Standard - MA DEP VPH	$114.00
Trace Metals Analyses	
Individual Metals By:	
Chromium Hexavalent - SM3500-Cr D/7196	$47.00
Direct Aspiration (Flame (AA) or ICP) - EPA Series 200/7000	$19.00
Graphite Furnace - EPA Series 200/7000	$31.00
Mercury - Cold Vapor - EPA Methods 245.1/7470/7471	$47.00
Inorganic Analyses	
Acidity - EPA method 305.1	$26.00
Alkalinity - EPA method 310.1	$26.00
Ash Content - ASTM D482-80	$47.00
Biochemical Oxygen Demand - EPA method 405.1	$47.00
Bromide - EPA method 320.1	$47.00
BTU (Heating Value) - ASTM D240-76	$137.00
Chemical Oxygen Demand - EPA method 410	$36.00
Chloride - EPA method 325.3	$26.00
Chlorine, Residual - SM 4500 Cl G	$26.00
Chlorine, Total - EPA method 330.5	$31.00
Cyanide, Amenable to Chlorination - EPA methods 335.1/9010	$62.00
Cyanide, Reactive - EPA method 7.3.3.2	$52.00
Cyanide, Total - EPA methods 335.2/9010	$47.00
Flashpoint - EPA method 1010/ASTM D1310-84	$41.00

	Price
Fluoride - EPA method 340.1	$31.00
Halogens, Total - ASTM Methods D808/D512	$145.00
Hardness - EPA method 130.2	$26.00
Nitrogen, Ammonia - EPA method 350.2	$36.00
Nitrogen, Kjeldahl - EPA method 351.3	$47.00
Nitrogen, Nitrate - EPA method 352.1	$36.00
Nitrogen, Nitrate & Nitrite - EPA method 353.2/352.1/354.1	$36.00
Nitrogen, Nitrite - EPA method 354.1	$31.00
Nitrogen, Organic - EPA methods 351.3/350.2	$62.00
Oil & Grease, Gravimetric, Total - EPA methods 413.1/9070	$62.00
Oil & Grease, Gravimetric, Petroleum Hydrocarbon - SM 5520F	$85.00
Oil & Grease, Infrared (IR), Total - SM 5520F	$83.00
Oil & Grease, Infrared (IR), Total & Petroleum Hydrocarbon -SM5520F	$88.00
Oil & Grease, Infrared (IR), Total Petroleum Hydrocarbon -EPA Method 418.2	$81.00
Paint Filter Test - EPA method 9095	$31.00
pH - EPA methods 150.1/9040/9045	$21.00
Phenols, Total - EPA methods 420.1/9065	$47.00
Phosphorous, Orthophosphate - EPA method 365.2	$36.00
Phosphorous, Total - EPA method 365.2	$47.00
Sieve Test - ASTM D422-63	$202.00
Solids, Settleable - EPA method 160.5	$21.00
Solids, Total - EPA method 160.3/SM 2540G	$21.00
Solids, Total Dissolved - EPA method 160.1	$26.00
Solids, Total Suspended - EPA method 160.2	$21.00
Solids, Total Volatile - EPA method 160.4	$26.00
Specific Conductance - EPA method 120.1	$21.00
Specific Gravity - ASTM D1429-76	$52.00
Sulfate - EPA method 375.4/9036	$31.00
Sulfide, Reactive - EPA method 7.3.4.2	$57.00
Sulfide, Total - EPA method 376.1/9030	$36.00
Sulfite - EPA method 377 1	$31.00
Sulfur - ASTM D129-64	$98.00
Surfactants - EPA method 425.1	$83.00
Total Organic Carbon - EPA methods 415.1/9060	$73.00
Turbidity - EPA method 180.1	$21.00
Viscosity - ASTM D455-88	$116.00

Environmental Packages

Toxicity Characteristic Leaching Procedure

Base/Neutral & Acid Extractable Organics - EPA method 8270	$435.00
Chlorinated Herbicides - EPA method 8150	$223.00
Extraction for Metals, Base/Neutral & Acid Extractables, Pesticides and Herbicides - EPA method 1311	$83.00
Full TCLP Analysis	$1,342.00
Metals - EPA 7000 Series	$155.00
Organochlorine Pesticides - EPA method 8080	$161.00
Volatile Organics - EPA method 8260	$192.00
Zero Headspace Extraction - EPA method 1311	$109.00

Site Services - West Region
Analytical Rates
Unit of Measure is Each

	Price
Appendix IX Analyses	
Base/Neutral & Acid Extractable Organics - EPA method 8270	$668.00
Chlorinated Herbicides - EPA method 8150	$332.00
Cyanide - EPA method 9010	$41.00
Metals - EPA 7000 Series	$342.00
Organochlorine Pesticides - EPA method 8080	$290.00
Organophosphorous Pesticides - EPA method 8140	$332.00
Polychlorinated Dioxins/Furans - EPA method 8280	$1,813.00
Sulfide - EPA method 9030	$41.00
Volatile Organics - EPA method 8260	$321.00

Surcharge Schedule

Surcharge for expedited turnaround, data within 24hrs - 100%
Surcharge for expedited turnaround, data within 48hrs - 75%
Surcharge for expedited turnaround, data within 72hrs - 50%
Surcharge for expedited turnaround, data within 96hrs- 35%

Waste Material Approval	
Profile Approval Fee (no sample required per permit)	$78.00
Profile Approval Fee & Sample Fingerprinting*	$104.00
Profile Approval Fee & Sample Treatability*	$155.00

*Plus Shipping

Notes

1. All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of thirty percent (30%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.)
2. Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from our closest operations center. The rate is outlined in the labor section of this document.
3. At it's sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will invoiced at cost plus a markup of thirty percent (30%).
5. Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
6. Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
7. All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
8. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
9. All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge or $2000.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
10. A mobile communication charge of $50 per day for will apply for each foreman and all supervisor personnel for all emergency response
11. Charges for Safety Plans are assessed on all Emergency Response projects, or those involving OSHA regulated substances. Site Specific Health & Safety Plans prepared for the customer, or as required by applicable regulations, will be quoted on an individual basis.
12. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax.
13. For the purposes of determining proper wages to be paid on prevailing wage projects, Field Technician and Senior Field Technician shall be defined as equivalent to the "Laborer" job description from the wage determination. Other Clean Harbors job titles should be consistent with existing prevailing wage categories.
14. For equipment with both an Hourly Rate and a Daily Rate, Hourly Rates will apply up to 6 hours; then the Daily Rate will apply up to 12 hours
    After 12 hours and up to 18 hours the Hourly Rate will apply.
    After 18 hours two Daily Rate charges will be applied. No more than 2 Daily Rates will apply per calendar day.

    For equipment with only Daily Rates, a day will be charged up to 12 hours.
    After 12 hours and up to 18 hours, an Hourly Rate will apply calculated as the Daily Rate divided by 8 hours.
    After 18 hours two Daily Rates will apply. No more than 2 Daily Rates will apply per calendar day.

    For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day. Only one Daily Rate will apply for each calendar day.

    A day consists of a one calendar day. A new day begins at midnight and charges begin to accumulate at midnight for the next day.
15. For equipment identified in this Schedule of Rates that includes a Weekly Rate, a "Week" is defined as not more than seven (7) Daily Rate charges in a seven (7) day period, Monday through Sunday. The equipment will be subject to additional days or hours in excess of seven (7) Daily Rate charges in a week, not to exceed two weekly charges in a single 7 day week, Monday through Sunday.
16. All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of $125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
17. Standby charges will be negotiated on a case-by-case basis.

SEE PAGE 2 Proposer's work plan

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about key employees and subconsultants. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:**_____

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:** NO SUBS will be used

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License/Permit	License/Permit Number

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK.**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to the removal of various kinds hazardous waste in emergent and non-emergent situations (Tasks 1 & 2);

b. Proposer's ability and resources to provide the kinds of hazardous material removal services described in Attachment A, Part Two, Statement of Work and Exhibit 1, Description of Work. Please include how you will meet the response time set by the Department: Non-Emergency Removal, Task 1 – 2 days, Emergency Removal, Task 2 – 3 hours;

c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;

d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;

e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies;

f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work;

h. List of recycling or disposal facilities to be used; and

i. Resumes of the firm's principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work,) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

2. Proposer's Work Plan

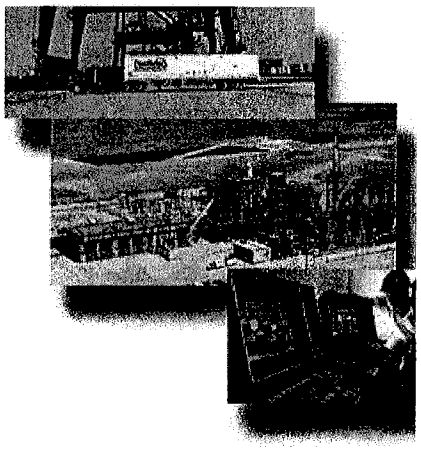
QUALIFICATIONS

COMPANY OVERVIEW

Clean Harbors, headquartered in Norwell, Massachusetts, is a publicly traded company whose 3,700 employees provide a wide range of environmental services to a diversified customer base from strategic locations. Since its inception in 1980, the Company's strategy has been to develop and maintain an on-going relationship with a select group of customers who have recurring needs in managing environmental exposures. We service over 175 of the Fortune 500 companies.

Over the past 26 years, Clean Harbors has grown to become North America's largest provider of environmental services. Our various technical capabilities, including certified laboratory analysis, environmental engineering support, and a commercial training group, complement the hazardous waste management and environmental remediation services we offer. Clean Harbors continues to invest in its growth strategy by focusing on:

- Developing and improving waste treatment technologies
- Continuing expansion of capabilities and capacities to anticipate customer needs
- Employing appropriate methods and technologies to reduce the volume of, and/or hazards represented by, our customer's wastes and converting those wastes to beneficial use whenever appropriate and permissible

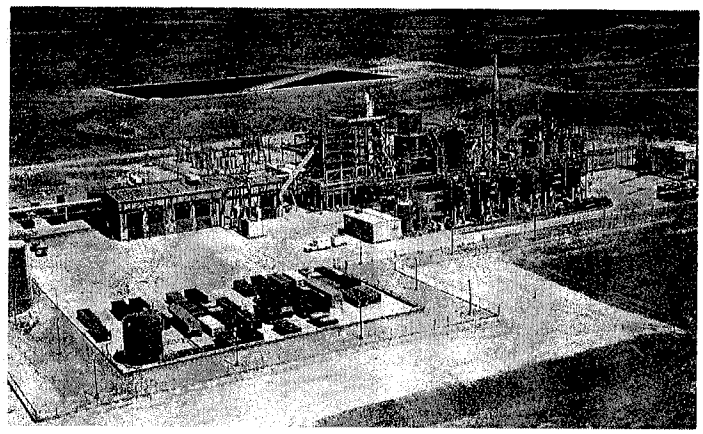


COMPANY HISTORY

Alan S. McKim, President and Chief Executive Officer and principal stockholder, formed Clean Harbors in 1980. During the following seven years, Mr. McKim formed or acquired a number of affiliated corporations that provide waste management or remediation services. Most notable was the acquisition of two facilities in Braintree and Natick Massachusetts, from Chemical Waste Management, a division of Waste Management Inc.

In January 1989, Clean Harbors acquired Chem Clear, Inc., nationally recognized for its industrial aqueous waste treatment capabilities. Its facilities are located in Chicago, Illinois; Cleveland, Ohio; and Baltimore, Maryland.

In July, 1992 Mr. Frank, Inc., a Chicago-based transportation company, and the Connecticut Treatment Corporation, a hazardous waste treatment, storage and disposal facility, were both acquired by Clean Harbors. In 1992 Clean Harbors also formed Clean Harbors Technology Corporation to market the company's Clean Extraction System. Clean Harbors sited and brought to commercial success the industry's first liquid/liquid extraction system for the treatment of chemically contaminated wastewaters.



In May of 1995, Clean Harbors acquired a newly constructed thermal oxidation unit in Kimball, Nebraska. This technologically sophisticated facility achieves maximum destruction efficiency of hazardous waste through a fluidized bed incineration process.

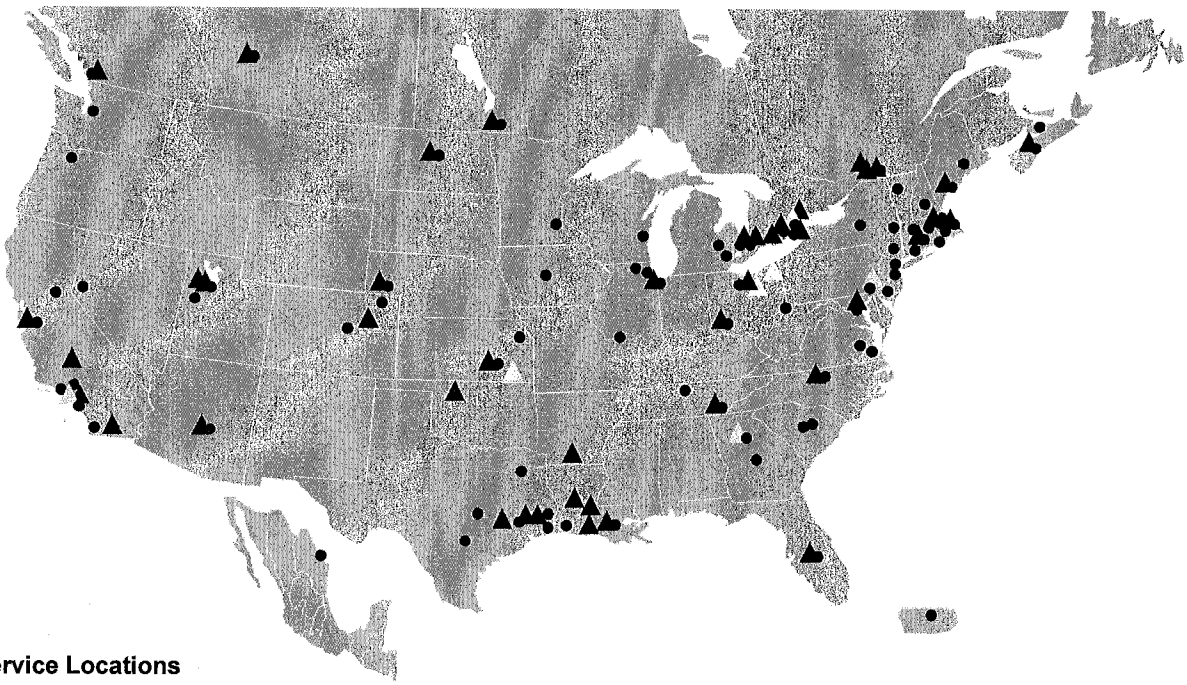
On September 6, 2002, Clean Harbors acquired the assets of the Chemical Services Division of Safety-Kleen Corporation, to become the largest environmental services company in the country. With this acquisition came 55 Service Centers and 33 Waste Management Facilities to create a fully comprehensive network of disposal technologies nationwide.

In 2006, Clean Harbors acquired Teris LLC., an environmental services company based in Dallas, Texas, with an incineration facility in El Dorado, Arkansas, and a treatment, storage and disposal facility located in Wilmington, California, as well as 550 employees and several field locations. Our investment in Teris further improves our ability to service our customers and demonstrates our commitment to maintaining the largest array of service offerings in our industry.

Today, Clean Harbors has 50 waste management facilities offering a wide range of disposal options including incineration, wastewater treatment, and landfill, recycling and specialty disposal services. Clean Harbors' network of over 100 service locations provides transportation and disposal, laboratory chemical packing, and field and industrial services across the United States, Canada, Mexico, and Puerto Rico.

The map below shows the locations of our facilities, demonstrating the breadth and depth of our operations.

Figure 1: Clean Harbors' National Operations/Locations Map



● **Service Locations**

△ **Waste Management Facilities**

- ▲ **Landfill**
- ▲ **Oil Recovery**
- ▲ **Treatment, Storage & Disposal Facilities**
- ▲ **PPM PCB Waste Processing Facilities**
- ▲ **Wastewater Treatment**
- ▲ **Incineration**

COMPREHENSIVE SERVICES

The Service Centers are the primary interface with customers. In addition to the service efficiencies and cost savings provided by the proximity of Clean Harbors' locations, the wide range of comprehensive environmental services available through Clean Harbors Service Centers assures local access to support services and consultation, such as:

Table 1: Services and Capabilities

INDUSTRIAL MAINTENANCE Manhole Cleaning Fly Ash Removal Line Pigging Boom Deployment Transfer of Product PCB Decontamination Line & Trough Cleaning Substation Maintenance Water Blasting Services Power Vacuum Services Glycol Dehydrator Cleaning Sandblasting & Scarification Electrical Equipment Retrofilling Acid/Caustic Tank & Line Cleaning Pit/Boiler/Heat Exchanger Cleaning Separator/Scrubber/Steam Cleaning **REMEDIATION SERVICES** MGP Site Services Soil and Sludge Excavation Site Cleanup and Remediation Remedial System Design and Build Decontamination & Decommissioning Fabrication and Site Construction Installation of Recovery Systems High Hazard Materials Handling Vapor & Groundwater Extraction Dewatering, Belt & Filter Press Certified Laboratory Services Installation and O&M Lagoon Closures **EMERGENCY RESPONSE SERVICES** OPA-90 Boom Deployment Hazard Categorization Land and Marine Services Groundwater Recovery Sampling and Analysis Transportation & Disposal Management Absorbent Sales **CLEAN PACK SERVICES** Laboratory Moves Cylinders & Aerosols High Hazard Handling Unknown Testing & Packing Household Hazardous Waste Reactive Chemicals & Dioxins	**WASTE MANAGEMENT SERVICES** Fuels Blending Landfill Services Aqueous Treatment Waste Oil Reclamation Hazardous Incineration Non-Hazardous Incineration Soil/Stone from Substation Remediation Coal Tar Contaminated Soil & Debris Gas & Water, Gas Condensate Waste Oil & Waste Water Manhole Cleanout Waste Acid & Caustic Material Spill Cleanup Material Boiler Cleanout Water Spent Glycol Mixtures Mercury from Meters Oily Debris/Sludge Paints & Thinners Expired Products Drill Cuttings Solvents Fly Ash PCB's **TRANSPORTATION SERVICES** Box Trucks Sludge Boxes Dump Trailers Drums and Bulk Roll-off Containers Vacuum Containers Vacuum Truck Services Explosion-Proof Mixing Tanks Liquid & Solid Waste Transport 21,000 Gallon Frac Tanks & Heated Frac Tanks **TANK SERVICES (Above and Below Ground)** Tank Cleaning, Removal, and Abandonment Tank Installation Groundwater Remediation Soil Excavation Temporary Product Storage Sampling and Analytical **SUPPORT & ON-LINE SERVICES** Commercial Training Project Management Basic On-Line Services (Free to our customers) Apollo Program (On-site Program Management)

PRIMARY PRODUCT LINES & SERVICES

TECHNICAL SERVICES

Technical Services provides the pick up and transportation of containerized and bulk wastes, as well as categorizing, packaging and removing laboratory chemicals for disposal. Through a network of Technical Service Centers, trucks are typically dispatched on predetermined "milkrun" schedules to pick waste up from customer locations for delivery to a Clean Harbors Transfer, Storage and Disposal Facility (Transportation & Disposal, a.k.a. T&D). The Technical Service Centers also dispatches chemists who go to customer locations to categorize, package and remove various sized laboratory chemicals for disposal (CleanPack®).

Transportation and Disposal Services

Clean Harbors transports, treats and disposes of industrial wastes for commercial and industrial customers, health care providers, education and research organizations, other environmental service companies and governmental entities. The wastes handled include substances, which are classified as "hazardous" because of their corrosive, ignitable, infectious, reactive or toxic properties, and other substances subject to federal and state environmental regulation. Clean Harbors disposal capabilities include:

- Incineration
- Wastewater Treatment
- Landfill
- PCB Disposal
- Fuels Blending
- Recycling
- Lab Chemical Disposal
- Used Oil and Oil Products Recycling
- Explosives Management

CleanPack® Laboratory Chemical Management Services

Clean Harbors provides specialized handling, packaging, transportation and disposal of laboratory quantities of hazardous chemicals and household hazardous wastes. CleanPack chemists utilize the company's CHOICE® waste management software system to support the lab pack services and complete the regulatory information required for every pick-up. The CleanPack operation offers a wide variety of services including:

- Laboratory Chemical Packing
- Reactive Material Services
- CustomPack® Services
- Laboratory Moves
- Facility Closures
- On-site Program Management
- Household Hazardous Waste

Household Hazardous Waste Services

As the nation's largest environmental services company with experience in household hazardous waste, Clean Harbors Environmental Services, Inc. continues to associate itself with successful collection programs. Clean Harbors would like to combine its vast experience throughout California and across North America with the LA Count Department of Beaches and Harbors Household Hazardous Waste program.

Nationwide, Clean Harbors has performed over 10,000 household hazardous waste collection events over the last two decades. These events have ranged from small one-day collections to multiple-site regional and statewide collections. Types of programs managed include:

- Permanent HHW Collection Facilities
- Multiple One Day Collection Events
- Door- to-Door Collection Programs
- Reuse Programs
- Conditionally Exempt Small Quantity Generator and
- Emergency/Disaster-Related HHW Programs
- Temporary One Day HHW Collection Events
- Mobile HHW Collection Facilities
- Agriculture Pesticide Collection Events
- Landfill Load Check Programs
- Small Quantity Generator Programs (CESQG/SQG)
- Recycle Only Events - Antifreeze, Batteries, Electronics, Mercury, Oil and Paint (ABOP)

SITE SERVICES

The Site Services product line is responsible for providing trained, skilled labor and specialty equipment to perform various services on a customer's site or other location. Field Service crews and equipment are dispatched on a planned or emergency basis to manage routine cleaning in hazardous environments or emergencies such as a chemical or oil spill clean up. Harbor Industrial Services (HIS) crews focus on industrial cleaning and maintenance projects that typically require fast turnaround.

Field Services

Whether the action is planned, corrective or the result of an emergency response, Clean Harbors' multidisciplinary team of remedial action professionals can provide solutions to a variety of industrial cleanup problems. We perform facility decontamination and plant closures as a result of fires, process malfunctions, accidents or decommissioning activities. Clean Harbors' highly trained personnel are also equipped to respond to abandoned waste sites, contaminated soil and groundwater, leaking tanks and surface impoundments. Clean Harbors Field Services offers a wide variety of services including:

- Emergency Response
- Site Decontamination
- Excavation and Removal
- Product Recovery & Transfer
- Scarifying and Media-Blasting
- Tank Cleaning
- Vacuum Services
- Utility Services
- Demolition
- Remediation and Environmental Construction
- PCB Management & Disposal

Industrial Services

The fast turnaround of industrial cleaning and maintenance projects requires the right technologies, experience and care. Every project that Clean Harbors Industrial Services performs incorporates techniques of chemistry, operational analysis and experience, to identify the right process and procedure to satisfy our customer's needs. Industrial Services focuses on planned cleaning activities most often associated with plant maintenance, shutdowns, routine boiler cleanouts, heat exchangers, process vessels and tanks and includes the following services:

- Chemical Cleaning
- Hydroblasting
- Vacuum Services
- Steam Cleaning
- Sodium Bicarbonate Blasting
- Dewatering and Pressing
- Material Processing

APOLLO ONSITE SERVICES

If you require assistance in managing chemical inventories and waste-storage areas, Clean Harbors' Apollo Program provides onsite program managers with expertise tailored to your specific needs.

Clean Harbors' Apollo program places skilled technicians to work on-site in tandem with customers to deliver proper waste transportation and disposal, lab chemical packing (CleanPack), industrial cleaning and maintenance, and more. Whether a customer requires a single field technician or a multi-person team of diversified experience, Clean Harbors can design the right program to satisfy their specific needs.

HAZARDOUS WASTE MANAGEMENT QUALIFICATIONS

Clean Harbors has the most diverse array of environmental technologies in the industry. We have extensive experience in providing a range of technical and support services required for hazardous waste management programs. These critical environmental services include:

- Hazardous Waste Treatment and Disposal
- Hazardous Substance Remediation and Removal
- Source Reduction and Recycling
- Transportation of Hazardous Waste
- Supplies and Equipment
- Substance and Hazard Class Identification
- Manifesting and Inventory
- Record Keeping and Status Reports
- Developing Emergency Response Plans
- Developing Contingency Plans
- Developing Health and Safety Plans
- Obtaining Site Permits and Variances

TRANSPORTATION & DISPOSAL SERVICES

Clean Harbors' disposal capabilities include Incineration, Wastewater Treatment, Landfill, PCB Disposal, Fuels Blending, Recycling, Lab Chemical Disposal, Used Oil and Oil Products Recycling, Explosives Management, and Transportation & Logistics.

Incineration

Clean Harbors owns and operates six incineration facilities (with eight incinerators) in the United States and Canada. These facilities treat up to 782 million pounds of waste per year and rank us first in North America in waste-incineration volume. Of the various waste disposal technologies, incineration offers the most complete destruction, destroying 99.99% of all materials through the use of high temperatures.

Our facilities in Deer Park, Texas, Aragonite, Utah and El Dorado, AR use a *rotary kiln technology*, which provides greater flexibility in destruction of hazardous wastes. The Deer Park facility is the largest incinerator in North America.

Clean Harbors' Canadian facilities situated in Lambton and Mercier specialize in *liquid waste injection incineration*, allowing them to have lower operating costs than other hazardous waste incinerators in North America.

Our *fluidized bed* incineration facility located in Kimball, Nebraska uses a state-of-the-art technology to ensure maximum thermal destruction at lower temperatures. This Greenfield facility is the only commercial hazardous waste incinerator in the United States that can de-list

its ash. Rendered non-hazardous after stabilization and analysis, the ash is placed in an onsite monofill built to RCRA Subtitle C standards.

Wastewater Treatment

Clean Harbors owns and operates seven dedicated wastewater treatment facilities in North America. These facilities utilize various treatment methods including *chemical precipitation of metals*, *acid/base neutralization*, and *chemical oxidation/reduction* for inorganic wastewater. For organic wastewater, we utilize *chemical oxidation*, *supercritical fluid extraction*, *biological treatment, oil/water separation*, and *deep well injection* treatment methods.

Our facilities are permitted to treat a wide variety of hazardous and non-hazardous wastewaters including RCRA hazardous waste; listed hazardous waste; CERCLA hazardous waste; TSCA, RCRA/TSCA and non-TSCA PCB waste; non-RCRA regulated industrial waste; and, non-hazardous waste.

Landfill

Clean Harbors offers cost-effective and safe disposal of hazardous and non-hazardous solids for secure landfill in drum and bulk forms through its network of sites across the country. Shipments are accepted by rail or road.

Our nine landfills, with duplicate and varying capabilities, ensure a customer's business line will not be interrupted. Six sites are utilized for the disposal of hazardous waste (Subtitle C). Three sites specialize in non-hazardous industrial and municipal waste (Subtitle D). Our services include macroencapsulation, microencapsulation, metals stabilization, chemical oxidation and PCB disposal.

PCB Disposal

Clean Harbors provides disposal services for all types of PCB (polychlorinated biphenyl) related wastes including soils, waters, oils, transformers, capacitors, cable, bushings/switches and ballasts. Depending on regulations and customer preferences, PCB materials can be recycled, incinerated, treated or landfilled.

Several Clean Harbors facilities are dedicated to handling PCB wastes. Our Cincinnati, Ohio facility is unique in its ability to accept TSCA and particularly TSCA/RCRA contaminated water for carbon treatment, a treatment that is typically less expensive than incineration. Facilities in Ashtabula, Ohio and Coffeyville, Kansas use a patented solvent washing process to decontaminate PCB transformer components to levels that allow recycling or reuse. Deer Park, Texas and Aragonite, Utah incineration facilities are permitted to destroy PCB waste. Our Twinsburg, Ohio facility performs metal recovery of non-regulated electrical equipment and lighting ballasts. In Canada, our Guelph, Ontario facility offers mobile dechlorination treatment for PCB fluids.

With over 20 years of PCB management experience, Clean Harbors understands out-of-service date issues, PCB tracking requirements and the allowable PCB management options.

Fuels Blending

Fuels blending minimizes the use of fossil fuels as an energy source for cement production and incineration, and supplements waste as the fuel source. Clean Harbors operates fuels blending processes handling all forms of industrial waste including liquids, solids and sludge. Our CleanFuels® fuel blending unit safely blends organic solids and sludge into a kiln-ready pumpable slurry. Using safe, nitrogen-blanketed coarse shredding and high-speed dispersion, wastes like resins, paints, tars and polymers are blended into an alternative fuel. This "waste derived fuel" replaces the use of coal, oil and other fossil fuels for cement production and hazardous waste destruction. Every month, Clean Harbors blends millions of gallons of high BTU (>5,000 BTUs/pound) liquids, sludge and solids to produce an excellent fuel conforming to cement kiln or incinerator specifications.

Recycling

Solvent/Oil Recycling:

Clean Harbors' solvent and oil recycling technologies help minimize waste. Our solvent recovery operation handles chlorinated and fluorinated solvents from a variety of industries, including high technology manufacturers, paints and plastics processing firms and metal finishing companies. Additionally, through our network of reclamation facilities and direct re-use clients, many non-halogenated solvents can be reused or recycled.

Our oil recovery plants re-process motor, lubricating and specialty oils from almost every industry source. All Clean Harbors facilities accept and process oils and oily waters for recycling. Our three dedicated oil reclamation facilities provide safe recycling options with a variety of heat separation, centrifugation and micro-separation processes. Oil/water emulsions and coolants can also be handled at our plants.

Other Recycling Options:

Clean Harbors provides management and recycling of fluorescent bulbs, batteries, computers, paints and a variety of heavy metal bearing solids. Retorting technologies are used to reclaim mercury from light bulbs. Smelting technologies are used for batteries and a variety of options are used after dismantling computer and other industrial equipment. Our trained service representatives will assist customers in determining the proper classification and appropriate recycling methods for each unique situation.

Laboratory Chemical Disposal

Clean Harbors' laboratory chemical services provide customers with cost-effective, environmentally sound disposal options for lab pack quantity chemicals (typically chemicals in containers less than 5 gallons in size).

At our facilities, we are able to process, repack and consolidate lab packed materials making them suitable for a variety of disposal options. Clean Harbors is equipped to perform virtually every existing treatment technology available in managing wastes including Aqueous Treatment for inorganic acids, bases and oxidizers; Fuels Blending for laboratory solvents, oil based paints and thinners; Incineration for toxic, corrosive, flammable and reactive waste; and Landfill for non-hazardous waste. We also offer recycling options for materials including batteries, mercury,

and paints, and provide disposal services for specialty items such as compressed gas cylinders and certain explosive/temperature controlled materials.

Explosives Management

Clean Harbors' Colfax, Louisiana facility is uniquely permitted to treat over 300 kinds of explosives and reactive waste materials. Storage for 50,000 pounds of explosives is provided in ten permitted storage magazines and open burning in 20 permitted open-burn treatment units treats the waste. Residue is collected from the treatment process and shipped off-site for disposal at a RCRA approved facility.

When requested, Clean Harbors personnel will package and remove explosives onsite, thereby reducing customer liability. From treating fireworks to rocket motors containing up to 350 pounds of explosives, Clean Harbors' Colfax facility has a health and safety record that is unparalleled in the United States.

WASTE TRANSPORTATION & LOGISTICS

Clean Harbors operates a fully licensed fleet of over 2000 transportation vehicles. Our drivers and milkrun service systems make up an integral part of Clean Harbors' waste management services. Whether a five-gallon pail needs to get picked up in a remote location in Wyoming or two truckloads per day need to be moved to maintain key production levels at a petrochemical plant, Clean Harbors has the logistic network to service the job.

Truck Transportation

Clean Harbors owns and operates a wide variety of transportation vehicles and employs drivers who are fully trained to comply with all DOT and RCRA regulations. Central control is maintained to ensure vehicle maintenance and control of proper permitting. Local maintenance facilities are staffed by our own mechanics for maximum on time performance. A sampling of vehicles in the Clean Harbors fleet includes box trucks, dump trailers, explosion-proof mixing tanks, roll-off containers, rubber lined tankers, sludge boxes, tractors, vacuum containers, vacuum trucks and van trailers.

Rail Transportation

Many of Clean Harbors' facilities can accept and ship by rail. Several of our plants routinely ship bulk liquids and solids over rail. Bulk liquid shipments utilize 20,000-gallon rail cars, while bulked solids are shipped in specially designed intermodal containers and gondolas. Rail shipments can provide Clean Harbors customers with an economic advantage as well as a safer mode of transportation.

Ocean Transportation

Clean Harbors utilizes sea and ISO containers to ship drum and bulk wastes to our mainland facilities. Coordination between Clean Harbors' service centers and our national logistics group enables us to efficiently manage waste materials from generators outside of the continental United States and Canada and provide cost effective transportation to the ultimate disposal facility.

CLEANPACK - LABORATORY CHEMICAL MANAGEMENT SERVICES

Clean Harbors provides specialized handling, packaging, transportation and disposal of laboratory quantities of hazardous chemicals and household hazardous wastes. CleanPack chemists utilize the company's CHOICE® waste management software system to support the lab pack services and complete the regulatory information required for every pick-up.

The CleanPack operation offers a wide variety of services including Laboratory Chemical Packing, Household Hazardous Waste, Reactive Materials Services, CustomPack® Services, Laboratory Moves, Facility Closures and Onsite Program Management.

Laboratory Chemical Packing

CleanPack, Clean Harbors' lab pack program, provides the proper handling, packaging, transportation and disposal of hazardous chemicals. Our highly trained chemists are skilled in chemical recognition and compatibility. Their expertise helps ensure superior customer service by keeping our customers in compliance with the latest EPA and DOT regulations. The CleanPack program follows three simple steps for complete and fully compliant chemical disposal services.

Step 1-Proper Packing

CleanPack chemists, dispatched from our network of service locations, collect, identify, label and package wastes into DOT-approved containers. Using laptop computers with proprietary software, they quickly produce inventory lists, manifests, LDR forms and labels that comply with all regulations.

Step 2-Safe Shipment

Wastes are generally removed the same day to a fully permitted Clean Harbors treatment, storage and disposal facility.

Step 3-Dependable Disposal

Our broad network of waste-management and disposal facilities provides options of incineration, recycling, wastewater treatment and fuels blending. Clean Harbors' online services allow you to precisely track waste shipments to ultimate disposal.

Household Hazardous Waste Management

Clean Harbors handles thousands of household hazardous waste and pesticide collection events each year for state, provincial, local, and private agencies throughout the United States and Canada. Communities trust us to collect their paints, solvents, batteries, fluorescent lamps, metals and other hazardous materials during these one-day, multi-day, mobile and fixed-location programs because they know we'll do it safely and efficiently.

As an environmentally conscious company, we are committed to recycling and reclaiming wastes using a variety of methods that effectively remove contaminants from the original material, restore its fitness for its intended purpose, or convert it to a beneficial use feed stock, thereby reducing the volume of waste requiring disposal.

Reactive Material Services

Clean Harbors provides onsite remediation and stabilization services for our customers that have potentially unstable, shock sensitive or explosive materials. The handling of dry picric acid, peroxide-contaminated ethers, gas cylinders, and other highly reactive and potentially explosive compounds requires proven methodology. Stabilization techniques are researched using numerous chemical databases and references. Consultations with high hazard and reactive chemical consultants and PhD chemists are also conducted when necessary.

Clean Harbors is dedicated to protecting the health and safety of its employees and customers. Our Reactive Materials Technicians utilize state-of -the-art and unique personal protective equipment to safeguard against a possible explosion or flash fire when opening potentially peroxidized or shock sensitive containers.

Once stabilized, the containers are packaged for disposal. As an added precaution, stabilized materials may be packaged in individual anti-static bags to eliminate the potential of a static charge. The bags are then lab packed for final disposal through a Clean Harbors facility. At the completion of each job, the Reactive Materials Team provides the customer with an After Action Report that summarizes the day's activities including safety meeting; materials that were handled; opening, stabilization or treatment methods utilized; and site restoration.

CustomPack® Services

Clean Harbors' CustomPack Program provides an easy to use, step-by-step system for waste generators who choose to package their own laboratory and industrial waste lab packs. We assign a dedicated Program Manager who will be the customer's single source for all approvals, pricing, technical assistance, and customer service. Based upon the customer's needs and experience, we design a training program as well as develop packing guidelines tailor-made to the waste streams that the customer normally generates and packages. Clean Harbors will also arrange to use our licensed transportation fleet to haul your wastes to our disposal facilities. If requested, Clean Harbors can provide all necessary DOT rated containers, vermiculite, labels and paperwork to ensure that customers' waste is safely packed and in compliance with all applicable regulations.

Laboratory Moves

Clean Harbors has extensive experience in the relocation of laboratory chemicals including small, one-day moves within the same building to larger, multiple-day moves to different cities and, in some cases, different states or provinces. Our chemists will inventory and package the chemicals to be moved in the same manner as chemicals intended for disposal, following the same regulations and adhering to the same health and safety procedures.

CleanPack crews consist of a lead chemist and chemists working in pairs. The lead chemist oversees and coordinates all onsite operations of the project and the activities of the work crews. As a liaison between Clean Harbors, the customer and its subcontractors, the lead chemist ensures compliance with all regulations and a safe environment for all personnel. CleanPack crews will segregate the materials to be moved by chemical compatibility and package them into DOT approved containers using poly bags and vermiculite or other cushioning material to ensure that the chemical containers are not damaged during transportation. Coolers with ice may be

used to keep refrigerated items cold. Packing lists are generated for each container, listing each substance in the container, its physical state, size of the container and number of containers. All packaged containers are then transported to the new facility where Clean Harbors personnel will unpack them.

Facility Closures

Regardless of the complexity of a facility closure, relocation, or cleanout, Clean Harbors can respond quickly to scope and execute a comprehensive, tailor-made plan to a site's requirements. Our CleanPack chemists will go onsite to categorize and properly package all sizes of hazardous and non-hazardous materials for movement to a customer's new location, or transport them to our network of company owned and operated waste processing and disposal facilities.

As with our Laboratory Move Services, our CleanPack chemists will segregate the materials by chemical compatibility and package them into DOT approved containers. Packing slips will be generated for each container, listing each substance in the container, its physical state, size of the container and number of containers.

During facility closures, it is not uncommon to encounter materials that are no longer needed or are unsuitable for shipment including highly hazardous materials such as peroxidized ethers and corroded cylinders. Clean Harbors will identify and provide the most sound, cost-effective disposal option for these materials as well.

PERMITS & LICENSES

Clean Harbors has all the necessary licenses and permits necessary to perform the scope of services we have provided a list of the potential disposal facilities as well as our list of transportation permits.

DISPOSAL PERMITS

Primary Facility Name:	Clean Harbors Wilmington, LLC
Site Location:	1737 East Denni Street Wilmington, CA 90744
Phone Number:	310.835.9998
EPA ID Number:	CADO44429835

A facility audit package is available upon request.

Clean Harbors reserves the right to use any Clean Harbors owned or approved facility.

TRANSPORTATION PERMITS

Clean Harbors owns and operates vehicles for transportation of hazardous waste at various locations throughout the United States and Canada, including our Los Angeles & Wilmington

Service Centers. All vehicles maintain current permits that meet Federal, State, and local laws and regulations.

Clean Harbors will transport all waste to approved and licensed hazardous waste facilities. Permits and registrations necessary to transport hazardous waste are summarized below. Copies of key state and federal permits and our DOT Safety Rating are available upon request

Authority	License/Permit Number	Expiration
US EPA *Hazardous Waste Transporter*	MAD039322250	NA
US DOT Pipeline and Hazardous Materials Safety Administration *Hazardous Materials Certificate of Registration*	052505 551 054NP	6/30/08
California Department of Highway Patrol *Hazardous Material Transport License*	License 132665 Carrier # CA-188448	01/31/10
California Department of Toxic Substance Control *Hazardous Waste Transporter Registration*	3500	4/30/07
US DOT *Safety Rating (Satisfactory)*	US DOT # 180743	NA
California Integrated Waste Management Board *Tire Hauler Registration*	1331284-01	N/A

Listing of State Licenses

State	Permit #	Issuing Agency	Agency Address
Alabama	MAD039322250	Dept. of Environmental Management	1751 Cong. W.L. Dickenson Drive, Montgomery, AL 36130
Arkansas	H197	Highway Police	10324 Interstate 30, Little Rock, AR 72219
California	# 3500	Dept. of Toxic Substances Control	400 P Street, 4th Floor, Sacramento, CA 35812
Colorado	HMP-01736	Public Utilities Commission	580 Logan Street, Denver, CO 80203
Connecticut	CT-HW-112	Dept. of Environmental Protection	79 Elm Street, Hartford, CT 06106
Dade County	LW-00428-95	Dept. of Environmental Resources Mgt	33 S.W. 2nd Avenue, Suite 800 Miami, FL 33130
Delaware	DE HW-330	Dept. of Natural Resources	89 Kings Highway, P.O. Box 1401, Dover, DE 19903
Delaware	DE SW-330	Dept. Of Natural Resources	89 Kings Highway, P.O. Box 1401, Dover, DE 19903
Florida	PMHX-04681	Dept. of Environmental Protection	2600 Blair Stone Road, Tallahassee, FL 32399-2400
Georgia	Vehicle Specific	Public Service Commission	244 Washington St., S.W., Atlanta, GA 30334
Illinois	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Indiana	N/A	Solid Waste Management Section Div.of Sanitary	Engineering State Board of Health, 1330 West Michigan St. Indianapolis, IN 46202
Iowa	N/A	Iowa Department Of Transportation Motor Vehicle	Enforcement Group District #1 Office, P.O. Box 1484 Cedar Rapids, IA 52406
Kansas	MAD039322250	Dept. of Health & Environment	Forbes Field, Building 740, Topeka, KS 66620
Kentucky	MAD039322250	Dept. of Environmental Protection	18 Riley Road, Frankfort, KY 40601
Louisiana	#40985	Haz. Waste Mng. Div. Dpt. Of Env.	Quality, P.O. Box 44307, Baton Rouge, LA 70804
Maine	ME-HWT-105	Dept. of Environmental Protection	17 State House Station, Augusta, ME 04333
Maine	ME-WOT-001	Dept. of Environmental Protection	17 State House Station, Augusta, ME 04333
Maryland	HWH-160	Department of the Environment	2500 Broening Highway, Baltimore, MD21224
Massachusetts	MA-172	Dept. of Environmental Protection	One Winter Street, Boston, MA 02108
Michigan	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Minnesota	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Mississippi	21756	Hazardous Waste Branch Office Of Pollution Control	Dept. of Environmental Quality, P.O. Box 10385 Jackson, MS 39289
Missouri	H-1338	Dept. of Natural Resources	P.O. Box 176, Jefferson City, MO 65102
Nevada	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
New Hampshire	TNH-0014	Dept. of Environmental Services	6 Hazen Drive, Concord, NH 03301-6509
New Jersey	Haz.- # 07259	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New Jersey	Solid- # 16666	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New York	MA-006	Dept. Of Environmental Conservation	50 Wolf Road, Albany, NY 12233
North Carolina	N/A	Haz. Waste Sec. Dpt. Of Env. Health	Nat. Res., P.O. Box 27687, Raleigh, NC 27611
North Dakota	WH-555	Dept. of Health	1200 Missouri Avenue, Bismarck, ND 58506
Ohio	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Oklahoma	# 3333	Dept. of Environmental Quality	707 North Robinson, Oklahoma City, OK 73101
Ontario	A860228	Ministry of the Environment	135 St. Clair Ave, W. Ste. 100, Toronto, Ontario M4V1P5
Pennsylvania	PA-AH-0312	Dept. of Environmental Protection	Rachel Carson State Office Bldg, Harrisburg, PA 17120
Pennsylvania (Bio)	PA-HC-0053	Dept. of Environmental Protection	Rachel Carson State Office Bldg, Harrisburg, PA 17120
Quebec	7610-0601-017601	Ministry of the Environment & Wildlife	5199 East Sherbrooke, Montreal, Quebec Hit 3x9
Rhode Island	RI-387	Dept. of Environmental Management	235 Promenade Street, Providence, RI 02908
Rhode Island	RIMWTRAN-230	Dept. of Environmental Management	235 Promenade Street, Providence, RI 02908
South Carolina	039322250T	Dept. of Health & Environmental Control	2600 Bull Street, Columbia, SC 29201
Tennessee	MAD039322250	Dept. of the Environment	401 Church Street, Nashville, TN 37243
Texas	# 41315	National Resource Conservation Commission	P.O. Box 13087, Austin, TX 78711
Vermont	Veh. Specific	Dept. of Environmental Conservation	103 South Main Street, Waterbury, VT 05671
Virginia	MAD030322250-1	Dept. of Environmental Quality	Monroe Bldg., 101 N. 14th Street, Richmond, VA 23219
West Virginia	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Wisconsin	# 12102	Department Of Natural Resources	2300 North Dr. Martin Luther King Jr. Drive Milwaukee, WI 53212

PROJECT TEAM

ROUTINE WASTE ORGANIZATIONAL STRUCTURE

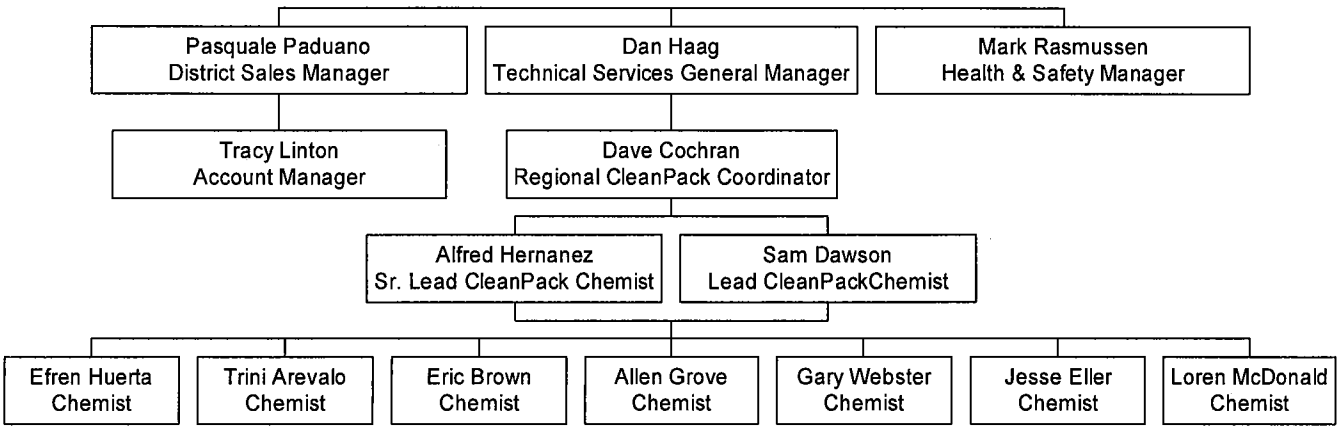
Clean Harbors' Technical Services organization provides the collection and transporting of all containerized and bulk waste (Transportation and Disposal), as well as the categorizing, packaging and removal of HHW and laboratory chemicals for disposal (CleanPack®).

Through a highly coordinated transportation fleet of more than 2,000 vehicles, Clean Harbors provides reliable, cost-effective Transportation and Disposal to customers across North America. Our vast service network consists of over 100 service locations. From our Technical Service Centers, we dispatch our trucks to pick up customers' waste, and then deliver it to one of our nearby Treatment, Storage and Disposal (TSD) facilities. From the same Technical Service Centers we dispatch chemists and technicians to customer locations to safely collect, label and package all quantities of HHW or laboratory chemicals for disposal.

Clean Harbors' Los Angeles Service Center will provide a team of experienced professionals to manage your program. Additional personnel can be mobilized from other Service Centers in California should the need arise.

An Organizational Chart for the County's Routine Hazardous Waste Management Program is presented below. The organizational chart represents the managerial flow under which the Program will be operated by Clean Harbors.

Los Angeles Technical Services Organizational Chart



PROGRAM MANAGEMENT

A dedicated team of professionals consisting of a Technical Services General Manager, Regional CleanPack Coordinator, Health & Safety Manager, and Account Manager will manage the County's Hazardous Waste Management Program. Together, the team ensures quality service, cost control, and risk containment.

Dan Haag, Technical Services General Manager, will provide management oversight for the Countywide Hazardous Waste Management Program. Dan gained management experience in a number of positions with Clean Harbors, including Apollo Program Manager and Field Chemist. Dan has been with the Company for over five years.

Dan reports to Robert Harrison, Regional Vice President. Mr. Harrison is ultimately responsible for all operational decisions within Clean Harbors' West Region. Prior to his role as Regional Vice President, Robert gained management experience in a number of positions with Clean Harbors, including Technical Services General Manager, Account Manager, Program Manager, and Customer Service Representative. Mr. Harrison has been with Clean Harbors since 1997 and has over eight years of experience within the environmental field.

Program Manager

Dave Cochran, Regional CleanPack Coordinator, will have overall project responsibility and will serve as Program Manager and primary operational contact for the County. The Program Manager will oversee planning, provide technical advice, and will act as liaison between the County and Clean Harbors. Dave will be responsible for appropriating equipment and arranging for the waste pickups, as well as coordinating invoicing and reporting.

Mr. Cochran has overall responsibility for all field operations and transportation out of the Los Angeles office. He has six years of experience in the hazardous waste industry and has been with Clean Harbors since August 2005. Mr. Cochran has prior experience as an Environmental Services Manager and Field Chemist. Dave reports to Dan Haag, Technical Services General Manager.

Program Administrator

Tracy Linton, Account Manager, will be the Program Administrator assigned to manage the Routine Hazardous Waste Management contract and serve as primary administrative contact. She will assist the County in the management of the Program, will attend meetings if the Program Manager is unavailable, and will assist the County with any matters in the Program Manager's absence.

Tracy has sixteen years of experience in the hazardous waste industry that includes on-site management of generators' waste, emergency response services, customer service and sales to major hazardous waste generators. Over 13 years of this experience has been in the Sales of Hazardous Waste Management Services.

The Program Manager and Program Administrator will meet with County staff as needed to determine the following:

- Program administration
- Detailed program planning
- Identification of tasks, and required schedule for accomplishment of program tasks

Health and Safety Manager

Mark Rasmussen, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development. Mark has been with Clean Harbors for one year and has over 12 years of experience within the environmental field.

Lead CleanPack Chemists

The Lead CleanPack Chemists will be responsible for segregating, classifying, inventory and packing waste. They will provide identification for unknown wastes by conducting field hazard categorization tests.

CleanPack Chemists

The Field Chemists will be responsible for properly categorizing, weighing and packing the waste, generating packing lists, properly labeling the drums and preparing all of the necessary regulatory documentation and certifications.

Technicians/Drivers

Technicians/Drivers will assist the chemists with packaging waste, closing drums, setting up and breaking down equipment and loading the waste onto trucks.

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

While Clean Harbor offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes assure that only the top candidates are hired as employees.

We select promising professionals from numerous disciplines to join our skilled team. Clean Harbors maintains an exceptionally qualified and experienced staff and our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation and environmental protection. We believe this superior quality of our people is a key factor to the excellent level of service we provide.

The following qualifications are required of our Technical Services field staff.

CleanPack Chemist Requirements:

- Bachelors degree in Chemistry or a related science, or equivalent experience
- Class B commercial drivers license with a hazardous materials endorsement
- 40 hour OSHA training;
- First Aid & CPR training
- Lab or Field experience

Environmental Technician Requirements:

- High school diploma required; college degree preferred
- Class B commercial drivers license with a hazardous material endorsement
- Training as described below

SUMMARY OF SERVICES

Clean Harbors will provide a full range of hazardous waste management services, including classifying, segregating, packaging, transporting, recycling, treating, and disposing of a wide variety of hazardous materials from the County's routine operations. Clean Harbors will provide the following features as part of our countywide routine hazardous waste management program:

- *Dedicated Program Manager* - This individual will be the source for all approvals, pricing, technical assistance and customer service.
- *Skilled Personnel* - Clean Harbors' staff of experienced, capable Lead CleanPack Chemists and CleanPack chemists will organize and implement your hazardous waste management program in an efficient, customer-oriented manner to your complete satisfaction.
- *Transportation* - Clean Harbors will arrange to use our own licensed transportation fleet to haul your wastes to our disposal facilities.
- *Materials* - Clean Harbors will provide personal protective equipment, UN rated containers, vermiculite, labels, paperwork, etc. to ensure complete safety and compliance.
- *Document Preparation* - Clean Harbors will prepare and provide all the necessary paperwork to properly package and ship waste safely and in compliance with all DOT and EPA regulations. Reports will be prepared per the requirements of the RFP.
- *Local Facilities* - Our Los Angeles Service Center will provide the resources, with additional support from our Wilmington, Long Beach and San Diego facilities available if needed. Clean Harbors Wilmington facility will be the primary Treatment, Storage, and Disposal Facility for the County's Hazardous Waste Management Program. Clean Harbors Los Angeles will also be another primary Transfer Facility.

EMERGENCY RESPONSE

Emergency response incidents can result from transportation accidents or mishaps involving a variety of materials, from petroleum products to chemical substances to fires at chemical facilities or hazardous waste sites. Emergency response actions may require containment and control procedures, site remediation, transportation, waste disposal and subsequent reporting requirements.

Clean Harbors has the capability to rapidly deploy personnel and equipment to respond to releases of oil and hazardous materials in marine, surface and subsurface environments. We have established specially trained emergency response teams which operate on a 24-hour basis from over 40 response centers in 25 states.

Clean Harbors has various personnel and equipment resources available to you. Allocated resources will be based on incident requirements. The initial response will include a 2 to 6 man team.

Clean Harbors maintains 24-hour operations center based at our Corporate Headquarters in Norwell, MA. The operations center can be reached from anywhere in the United States by dialing (800) 483-3718. After receiving a call the operator will forward the information to the nearest Clean Harbors Service and Response Center.

As a leader in chemical/petroleum responses, Clean Harbors is a certified U. S. Coast Guard Level E responder for incidents involving river/canal, inland/nearshore, and the Great Lakes regions. Clean Harbors is also a member of the National Response Center (NRC) and Marine Spill Response Corporation (MSRC) through which we can assist with your Oil Pollution Act of 1990 (OPA-90) requirements.

Emergency Response Services are not addressed contractually in the RFP documents. Clean Harbors proposes to add the Emergency Response Rider presented at Tab #3 to govern Emergency Response Services when they are needed.

EMERGENCY RESPONSE PRICING

Pricing is attached for all Emergency Response Services

Clean Harbors is able to provide the County with all equipment, materials, supplies, supervision, insurance, and services associated with Emergency on-site clean-up/decontamination of chemical spills/ environmental incidents involving Controlled Hazardous Substances, Hazardous Wastes, Hazardous Materials, or any Hazardous Substances. Clean Harbors is able to respond 365 days a year, 24 hours per day.

Clean Harbors is a recognized leader in the Spill Response Industry. Our capabilities, experience and "response mentality" add significant value and security to this contract. Clean Harbors does not contract this service out to a third party.

Clean Harbors maintains 24-hour operations center based at our Corporate Headquarters in Norwell, MA. The operations center can be reached from anywhere in the United States by dialing (800) 483-3718. After receiving a call the operator will forward the information to the nearest Clean Harbors Service and Response Center.

Clean Harbors has the capability to rapidly deploy personnel and equipment to respond to releases of oil and hazardous materials in marine, surface and subsurface environments. We have established specially trained emergency response teams, which operate on a 24-hour basis from over 40 strategically located response centers in 25 states. Clean Harbors has various personnel and equipment resources available to you. Allocated resources will be based on incident requirements. The initial response team will be a 2 to 6 man team. In past responses, Clean Harbors has mobilized over 100 workers to a site in 36 hours!

As a leader in chemical/petroleum responses, Clean Harbors is a certified U. S. Coast Guard Level E responder for incidents involving river/canal, inland/near shore, and the Great Lakes

regions. Clean Harbors is also a member of the National Response Center (NRC) and Marine Spill Response Corporation (MSRC) through which we can assist with your Oil Pollution Act of 1990 (OPA-90) requirements.

Typical emergency response actions coordinate the services of different divisions, including containment and control procedures, analytical testing and assessment, neutralization and treatment, collection and transportation of the waste substances to an appropriate treatment or disposal facility. Clean Harbors utilizes experienced personnel with protective gear and specialized equipment, who are prepared to respond promptly whenever these situations occur.

Clean Harbors employs approximately 85 supervisors and approximately 400 other employees who are experienced in performing these emergency assignments. Our health and safety specialists closely supervise these projects during and after the cleanup.

Clean Harbors also provides analytical and engineering services as technical support to complement other primary hazardous waste management and environmental remediation services. Clean Harbors' Remedial Projects group conducts comprehensive environmental investigations, and develops and implements the appropriate environmental remediation solution. The following activities may be provided as Emergency Response Services:

- Spill containment / control
- Product recovery, transfer, recycling
- Site restoration
- Coverage for the Oil Pollution Act of 1990 (OPA 90)
- Contingency plan preparation
- Risk assessment and waste minimization studies
- Confined space entries
- Emergency waste disposal

Clean Harbors' Compton Field Service Center will provide a team of experienced professionals to manage the County's program. Emergency Response services are available from our San Diego and West Sacramento facilities as well.

By choosing Clean Harbors to provide 24-hour E/R services, the County will receive access to all of the equipment, supplies, and experienced personnel needed to successfully manage the emergency packaging and transportation of hazardous materials found or spilled within the County of Los Angeles or at facilities operated by the County, as well as the best facilities to manage the hazardous wastes and associated liabilities.

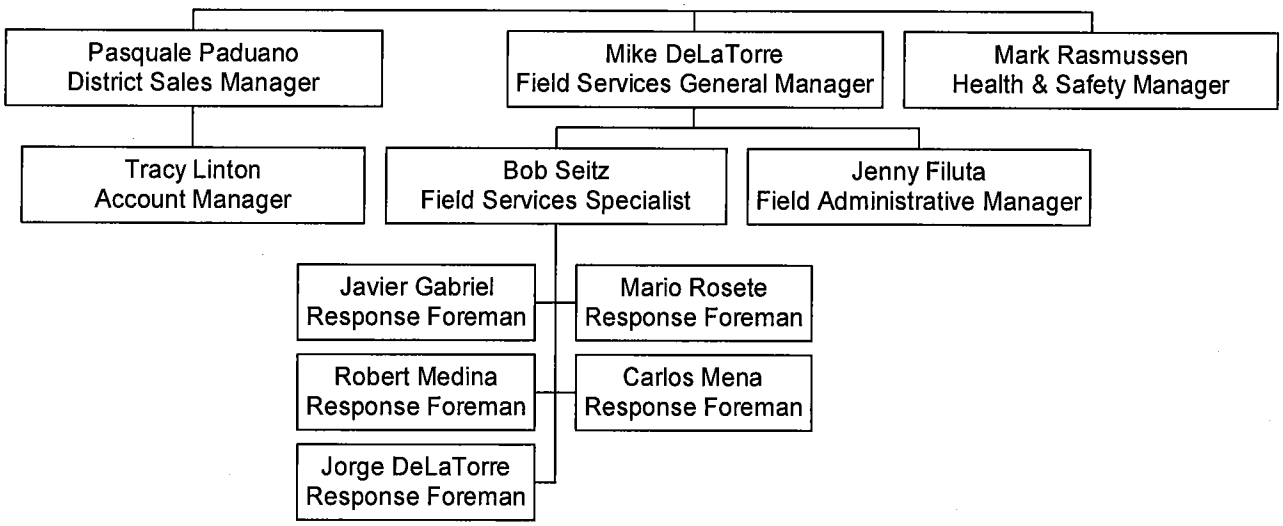
EMERGENCY RESPONSE ORGANIZATIONAL STRUCTURE

Within the Clean Harbors organization, E/R projects are the responsibility of the Field Services group, which is part of the Site Services organization. Clean Harbors' Site Services are designed to provide customers highly skilled experts with specialty equipment and resources to perform an array of services at any chosen location. Under the Site Services umbrella, Clean Harbors' Field Services ensure that crews and equipment are dispatched on a scheduled or on-call emergency basis to perform everything from facility decontamination and large remediation projects to selective demolition, spill clean up, and vacuum services.

Clean Harbors' Long Beach Field Service Center will provide a team of experienced professionals to manage your program. Additional personnel can be mobilized from other Service Centers in California, including San Diego and West Sacramento, should the need arise.

An Organizational Chart for the 24-hour E/R Program is presented below. The organizational chart represents the managerial flow under which the Program will be operated by Clean Harbors.

Los Angeles Field Services Organizational Chart



PROGRAM MANAGEMENT

A dedicated team of professionals consisting of a Field Services General Manager, Field Services Specialist, Health & Safety Manager, and Account Manager will manage the County's E/R Program. Together, the team ensures quality service, cost control, and risk containment.

Mike De La Torre, Field Services General Manager, will provide management oversight for the 24-hour Emergency Hazardous Waste Management Program.

Mike reports to Paul Bratti, Director of Site Services. Mr. Bratti reports to Robert Sherman, Site Services V.P. Mr. Sherman is ultimately responsible for all Site Services operational decisions within Clean Harbors' West Region.

Program Manager

Bob Seitz, Field Services Specialist, will have overall project responsibility and will serve as Program Manager and primary operational contact for the County. The Program Manager will oversee planning, provide technical advice, and will act as liaison between the County and Clean Harbors. Bob will be responsible for appropriating equipment and arranging for services, as well as coordinating invoicing and reporting. Bob reports to Mike De La Torre, Field Services General Manager.

Program Administrator

Jenny Filuta, Field Administrative Manager, will be the Program Administrator assigned to manage the E/R contract and serve as primary administrative contact. She will assist the County in the management of the Program, will attend meetings if the Program Manager is unavailable, and will assist the County with any matters in the Program Manager's absence.

The Program Manager and Program Administrator will meet with County staff as needed to determine the following:

Program administration
Detailed program planning
Identification of tasks, and required schedule for accomplishment of program tasks

Health and Safety Manager

Mark Rasmussen, Regional Health & Safety Manager, will provide program Health & Safety oversight, and support H&S Plan development. Mark has been with Clean Harbors for one year and has over 12 years of experience within the environmental field.

Response Foremen

The Field Service Foremen will be responsible for the supervision of Field Technicians, Ensure that Health and Safety requirements are adhered to and that the work is performed on time and within budget.

Technicians

Field Technicians will be responsible for the performance of tasks associated with hazardous waste clean-up, site remediation, equipment decontamination, and handling of hazardous materials. Technicians/Drivers may assist with packaging waste, closing drums, and loading the waste onto trucks.

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

While Clean Harbor offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally

responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes assure that only the top candidates are hired as employees.

We select promising professionals from numerous disciplines to join our skilled team. Clean Harbors maintains an exceptionally qualified and experienced staff and our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation and environmental protection. We believe this superior quality of our people is a key factor to the excellent level of service we provide.

The following qualifications are required of our Field Services field staff.

Field Services Specialist Requirements

High School Diploma or equivalent
2-4 year degree in environmental studies (preferred)
3-5 years field service operations experience
Knowledge of scooping/pricing of field service work
Leadership and supervisory skills
Knowledge of equipment, environmental regulations regulations/statutes, safety and compliance (strongly preferred)
Excellent communication, presentation and interpersonal skills

Response Foreman Requirements

2-4 years experience in Environmental Field Service operations (preferred)
Additional education in Environmental studies (2 or 4 year degree) (a plus)
High School Diploma
Must possess/ keep current confined space entry supervisor
Emergency Response Supervisor and Marine Spill Response training (preferred)
Leadership, supervisory and mentoring skills
Ability to make real-time decisions in the field.
Must have strong mechanical ability.
Knowledgeable and able to perform excavations.
Class "C" Drivers License.
Heavy equipment operation experience (a plus).

Field Technician Requirements

High School Diploma
Additional education in Environmental Studies (2 or 4 year degree) (a plus)
40-Hour Hazardous Waste Training
Ability to learn quickly

ALL PERSONNEL TRAINING

Clean Harbors' training program is specifically designed to familiarize all employees with facility license requirements, environmental regulations, the hazards associated with their job responsibilities, and procedures for emergency response. Clean Harbors' management has gone

to great lengths to institute rigorous corporate programs regarding health, safety, and compliance issues. Our training program is constantly updated to keep up with changing regulations and to incorporate employee feedback. The training matrix below outlines the current minimum training requirements established for key job functions.

Table 3: Training Matrix

TRAINING MATRIX				
TRAINING REQUIRED	POSITION/JOB FUNCTION			
	Project Mgr / Supervisor	Chemist	Technician / Driver	Chemical Handler / Operator
40-Hour Hazardous Waste Operations & Emergency Response 29 CFR 1910.120	X	X	X	X
8-Hour OSHA Annual Refresher Training	X	X	X	X
Annual RCRA Refresher	X	X	X	X
40-hour Laboratory Chemical Packaging	X	X		
Clean Harbors Training for Project Managers and Supervisors	X	X		
Unknown Waste Material Fingerprint Analysis Training	X	X		
HMTS DOT Hazardous Materials Transportation Skills Training	X	X	X	
New Driver Training	X	X	X	
Driver Refresher Training (tri-annually)	X	X	X	

Clean Harbors begins its personnel-training program with a statement of commitment to personnel safety and environmental protection. The company's written safety philosophy states this commitment as follows:

"The primary objective of Clean Harbors' management is to protect the public and the environment through full compliance with all pertinent regulations. All procedures are designed to achieve this aim as well as to protect all Clean Harbors personnel. Care and safety, rather than profit, are the primary concerns of our organization.

Rigorous on-plant procedures have been designed to ensure safety and they must be followed strictly. Our company's reputation and integrity are the keys to our collective successes and our employees are the key to the company's reputation. All Clean Harbors personnel are trained to fully understand and follow proper procedures with respect to their particular duties and

responsibilities, but they are also encouraged to learn their co-workers' responsibilities and the operations of the company as a whole.

It is necessary that all Clean Harbors employees have pride in what they are doing because proper waste management is very important to both the environment and the business community. If we work as a team, keeping in mind that safety is the most important factor, success will naturally follow."

All Clean Harbors' employees receive rigorous training in the most sophisticated and advanced techniques for handling toxic materials. Clean Harbors commitment to "learning by doing" utilizes an in-house environmental training center. The training center is fully equipped to accommodate all necessary hazardous waste practice exercises, including training stations for staging mock chemical spills, tank/trailer confined space entry practice, and a maze to simulate the hazards encountered while using a self-contained breathing apparatus (SCBA).

Clean Harbors' training curriculum begins with a five day, 40 hour Hazardous Waste Management training program that certifies employees in accordance with OSHA Final Rule 29 CFR Part 1910.120 (e) (3).

HAZARDOUS WASTE MANAGEMENT SERVICES

Clean Harbors' General Policies and Procedures contain rules for managing our business operations. These Policies and Procedures contain key operating practices governing many of the activities of the Company and its affiliates. All managers and employees have access to the Policies and Procedures through a company website and are expected to familiarize themselves with the Policies & Procedures and to abide by them.

The following is general information describing how Clean Harbors intends to service the County locations, including labpacking, removal, transport, treatment and final disposition of the wastes.

TECHNICAL SERVICE CENTERS

Clean Harbors is well positioned to provide complete coverage and immediate response for the entire County. In addition to our permitted waste management facilities we operate two Technical Service Centers in Southern California as identified below.

Los Angeles Service Center	**Wilmington Service Center**
5756 Alba Street	1737 East Denni Street
Los Angeles, CA 90058	Wilmington, CA 90744

From these Technical Service Centers we can dispatch chemists and the necessary resources to provide local waste packaging and collection services for the County.

The Regional CleanPack Coordinator has the overall operational responsibility for the CleanPack Chemists and Drivers that will service this contract. The CleanPack Coordinator will serve as Program Manager and is ultimately responsible for all Health & Safety and compliance aspects

of the work that will be conducted at County. The CleanPack Coordinator will ensure that the proper staffing and supplies are provided for each job that is performed. The CleanPack Coordinator will also ensure that service dates are met and that the jobs are completed at satisfactory levels or above.

Trained, Experienced Lead CleanPack Chemists and Chemists will provide on-site lab-packing and waste management services for the County locations.

Contact Number

Clean Harbors will provide a contact number and facsimile (FAX) number where the County can request service and/or leave messages. Clean Harbors will return the call and/or acknowledge receipt of the message within forty – eight hours (excluding Saturday, Sunday, and Holidays).

Response Time

Clean Harbors will provide requested service within ten calendar days of the initial request by the County, except as specifically noted elsewhere in the contract. Exceptions to this requirement will be requested in writing by Clean Harbors within forty-eight hours of the initial request from the County.

LABPACK OPERATIONS

Clean Harbors' Teams' responsibilities are to properly categorize and separate the waste according to Department of Transportation chemical compatibility guidelines (49 CFR 173.12), State compatibility regulations and ultimate disposal facility packaging protocol. The labpack waste will be packaged in accordance with the regulations and ultimate disposal facility packaging requirements, maximizing the amount of allowable waste packaged per container.

Prior to the start of each pick-up, the site supervisor will complete a Site Specific Health and Safety Plan (SSH&SP). The plan details local emergency services and hospital information along with site-specific details and contingency plans. A copy is on site at all times during the labpack.

All containers provided by Clean Harbors will meet applicable requirements of transportation regulations and shall be properly marked and labeled to indicate each container's contents. Where more than one type of container meets these requirements, Clean Harbors will utilize the type most economical to Clean Harbors, and ultimately the County, after consideration of all material, packing, shipping and disposal costs.

Waste will be packed in containers to the maximum density that is allowed by applicable regulations and consistent with safe transportation practices.

Each labpack container will be marked with the following items: date of accumulation/generation sticker, packing envelope with packing list, DOT label(s) and completed hazardous waste label.

All containers will be in good condition and free of any leakage. The container lids will also be securely fastened unless waste is being added or removed.

The Clean Harbors Team will adhere to the following safety guidelines when packaging hazardous materials:

- Chemists will wear long pants, a shirt and steel-toed shoes. Appropriate safety glasses and gloves will be worn at all times.
- A respirator will be worn in atmospheres that dictate its use and will be close by at all times in the event of an emergency.
- Each chemist will have an emergency response spill bag that has all the necessary and required safety equipment. This includes respirators, eyewash, gloves and other PPE. In addition, fire extinguishers, first aid kits and eye wash kits will be located at the site at all times.

Clean Harbors will ensure that all wastes generated by the County are handled, processed and transported in compliance with all applicable laws, regulations and licenses, including but not limited to, the following:

- The County ultimate disposal facility guidelines
- United States Environmental Protection Agency (US EPA)
- Resource Conservation and Recovery Act (RCRA) regulations
- United States Department of Transportation (DOT) regulations
- Occupational Safety and Health Administration (OSHA) regulations

Packing lists will be generated for each drum by entering the information into the lap top computer system. The list will itemize each container and substance in the drum, its physical state, size of container, number of containers, and the actual volume of waste packaged in the container. Lists will also contain any additional information such as pH or the presence of sharps over-packed in rigid containers.

In addition to packing lists, the Clean Harbors Team will also generate the following regulatory documentation:

- Hazardous Waste Manifests
- Land Disposal Restriction Notification (LDR) Forms
- Required EPA Labels
- Required DOT Labels

All notifications and certifications will contain that information required by applicable local, State and Federal hazardous waste regulations. Uniform Hazardous Waste Manifests will be generated and completed by the Clean Harbors Team.

Each manifest will be submitted to the County for review and signature prior to the shipment of any wastes. Once approved, the Transporter in the presence of the County representative will then sign the manifest.

Appropriate copies of the manifest will be signed and dated by the receiving facility and returned to County within 30 days after receipt at said facility.

TRANSPORTATION OPERATIONS

After materials are properly packaged, labeled and manifested, the waste will be transported to the appropriate Clean Harbors receiving or disposal facility. All lab pack waste will normally be removed from the site the day it is packaged, unless prohibited by law. Materials that cannot be transported on the day of the lab pack due to DOT regulations will be packaged and left on site for a milk-run pick-up.

Clean Harbors will perform all pick-ups and transportation from the County using our own transport equipment. Clean Harbors maintains an extensive national fleet of box trucks, van trailers, vacuum trucks and roll-off containers. We have over 2000 pieces of rolling stock in our inventory. All vehicles utilized for transporting waste will be maintained in good operating condition, and have all inspection stickers, permits and licenses as required by all local, State and Federal regulatory authorities for the transportation of hazardous materials.

All vehicles used to service this contract will be suitable for safely transporting hazardous materials. Each vehicle will be equipped with the following:

- Fire extinguishers, spill control and clean up supplies, safety equipment and accident reporting kits
- Racks, straps or other suitable devices to secure safety equipment and waste materials

Clean Harbors' tractor trailers, vacuum trucks, roll-off trucks and box trucks are fully permitted to carry hazardous waste in strict compliance with all Local, State and Federal regulations for the majority of the United States and Canadian provinces.

DISPOSAL

Clean Harbors will provide for the management of all hazardous and non-hazardous waste generated through County operations. Waste management will include identification and classification of waste; packaging waste in the appropriate, USDOT-approved shipping containers; preparation of all required shipping papers and profiles; the transportation of waste to an appropriate TSDF; providing a twenty-four hour emergency contact telephone number upon request; providing certificates of recycling/destruction upon request; and other related work. All wastes will be managed in accordance with the requirements of Title 40 and 49 of the Code of Federal Regulations and Title 22 of the California Code of Regulations.

Virtually all waste will be shipped directly from the generation site to Clean Harbors Wilmington, LLC. Once at our Wilmington facility, the waste will be bulked, processed or routed to other mutually approved recycling, treatment and disposal facilities. If unacceptable wastes are to be managed, such as explosives or radioactive materials, they will be handled through specialty subcontractors. A listing of disposal facilities we intend on using on this contract is provided back in section C.1.

MATERIALS AND EQUIPMENT

Clean Harbors will provide all supplies, materials and equipment necessary for the safe and legal packaging, transportation and disposal of the wastes received from the County's routine

operations. The following is a list of typical materials and equipment that will be provided to perform routine hazardous waste management services for the County:

TECHNICAL ASSISTANCE

Clean Harbors can provide technical assistance to the County with regard to the broad spectrum of environmental laws and regulations.

TECHNICAL ASSISTANCE AT NO COST TO THE COUNTY

Clean Harbors will provide the following at no charge to the County:

- Advice by telephone or fax about the requirements for the proper packaging, labeling and transportation requirements of a waste.
- Advice by telephone or fax about the proper completion of shipping papers and other documents.
- Advise the County by telephone or fax about the requirements (such as profiling and lab tests) for a particular waste management facility.

PREPARATION OF SHIPPING PAPERS

Manifests and/or Bills of Lading (BOL) are required to accompany all materials being shipped. Clean Harbors will prepare all shipping paperwork in accordance with all federal, state and local regulations, including manifests, Land Disposal Restriction notification forms, and packing lists. In addition, we will provide pre-printed labels that meet all the regulatory requirements of the Department of Transportation (DOT). Our labels and manifests are computer generated, effectively creating clearly legible and virtually error-free markings in accordance with DOT regulations.

WASTE PROFILES

"Off-spec" wastes can jeopardize a facility's permit and can severely impact its daily operation. Therefore, it is vitally important that issues are resolved promptly. To that end, Clean Harbors implemented a waste profile management system that minimizes these events and sustains peak operating efficiency at its facilities.

HAZARDOUS WASTE MANAGEMENT REFERENCES

Clean Harbors is the leading provider of hazardous waste management services in North America. We provide hazardous and industrial waste services throughout the United States and Canada with minor operations in Mexico. We service over 45,000 customers, including the chemical, pharmaceutical, aerospace, petroleum and automotive industries, government agencies, educational institutions, and small businesses. In California, we own and operate four hazardous waste treatment and disposal facilities, as well as five Service Centers.

Founded in 1980, Clean Harbors is the market leader in nearly every sector of the hazardous waste collection, treatment and disposal market in which it operates. We process over half of the total commercial market incineration volumes and own approximately 30% of the North American hazardous waste landfill volume. Clean Harbors also enjoys a strong presence in the fuel blending and wastewater treatment market, with a comprehensive range of aqueous waste treatment technologies.

Clean Harbors operates the largest network of service centers in North America. This nationwide network allows us to reach out to our smaller clients that generate "less than a truckload" of waste and link them to collection, treatment and disposal facilities.

Clean Harbors offers both industrial clients and small quantity generators access to an unparalleled network of hazardous waste collection, treatment and disposal facilities across North America. Our disposal facilities include hazardous and non-hazardous landfills, incinerators, fuel blending facilities, wastewater treatment facilities PCB treatment facilities and, explosives and reactives treatment facilities.

By owning North America's largest portfolio of disposal facilities supported by our network of close to 100 service centers, the Company can treat nearly all forms of hazardous and non-hazardous wastes. This makes Clean Harbors the only hazardous waste management company with the capability to take complete responsibility for all of a customer's waste streams, from initial waste analysis and characterization to final treatment and disposal.

2. Quality Control Plan

Attached is our completed and Signed Quality Control Plan. Form P-3.

Presented By:

CleanHarbors
ENVIRONMENTAL SERVICES®

FORM P-3

QUALITY CONTROL PLAN

a. Who will supervise the removal services conducted by your employees?

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

d. How will you cover unexpected absences?

e. How will you ensure the response times set by the Department are met?

f. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Quality Control Plan

a. Tracy Linton has been assigned as the Account Manager for LA County Beaches and Harbors. Her responsibility will be to make sure that all the County's expectations are met under this contract. She will meet with the County before the contract starts to make a list of expectations. The expectations will be put in a matrix and measured to make sure that no only are the expectations being met but exceeded. We have attached a sample matrix that is used to measure our success with another customer.

b. We will meet with the Department monthly and proactively measure the expectations to minimize any deficiencies. If any are uncovered we will do a route cause analysis…discover what has caused such a deficiency, analyze why such a deficiency has happened and bring in the necessary general managers, Vice Presidents or training staff as necessary to fix the route cause of the problem. We will then meet with the Department or reviewer on a weekly basis until he/she is satisfied the deficiency is resolved.

c. We will respond immediately to correct any Department complaints. The location of all our facilities makes immediate response easy.

d. We have rotating training to cover unexpected absences. Staff with like responsibilities will ride along with the staff and be cross trained on the account. Should any absences then occur, the cross trained personnel will be able to cover the position with no further training.

e. The response time will be measured to insure the times set by the department are met. An example of how this is done for another contract Clean Harbors has is attached.

f. Examples are attached

Inspector:
Date:

Quality / Best In Class Checklist

This checklist details the full range of criteria against which your Service Center will be assessed as part of the monitoring and on-going development process for becoming a Best In Class organization. This checklist should be viewed as a guide to best practices, which should be used as part of an overall strategy toward continuous improvement.

Personnel

	Compliant	In Action Plan	Not in Action Plan	Action Plan / Comments
Employees are in compliance with required training competencies (e.g. OSHA, Beacon, etc.)				
Field employees are wearing the proper Clean Harbors uniform				
Field employees shirts are tucked in and uniforms look presentable				
All hard hats are Clean Harbors red and other hats are Clean Harbors issue				
Office employees are following company dress code				
All employees are clean shaven and appearance is presentable to everyone				
Employees are properly answering the phone and following the Company's Phone Usage Standards				

Fleet/Equipment

Vehicles and equipment have a clean appearance inside and out				
Placards and clips are in working order				
Proper logo's and lettering appear on vehicles and equipment				
Proper paint colors appear on vehicles and equipment				
Vehicles are stocked with routine supplies (e.g. overpacks, lab pack containers)				

Service Center

Appears organized and neat to tours and coworkers				
Housekeeping - clean looking and trash emptied routinely				
Rest rooms are neat, clean and properly stocked				
Void of paraphernalia from previous organizations (e.g. SK pens, coffee cups, posters)				
Proper logo and signage are in use, clearly visible and identify the site				
The grounds mowed and properly kept up				
Supply inventory is stocked with proper quantities and items to service customers				
Supply area is neat and clean. Perishable items (e.g. Verm, FBIN) are stored inside				
Phones are properly area code routed and rolling at night				
Service Center is secure after hours and has proper security coverage				
Heat and AC are controlled and automatic thermostats are installed				
Virgin automotive fluids and cleaning chemicals are properly labeled and stored				
5 in 1 (EEOC, Min Wage, FMLA, Polygraph, OSHA) poster is visible to employees and visitors				

Service Center Location

Reg GM/VP Signature

Inspector:
Date:

Quality / Best In Class Checklist

Health and Safety #1 Priority sign and days since last incident posted				

Service Center Location

Reg GM/VP Signature

Inspector:
Date:

Quality / Best In Class Checklist

Service Center (cont.)	Compliant	In Action Plan	Not in Action Plan	Action Plan / Comments
Open Enrollment procedures and announcements are posted and visible to employees and visitors				
Whistler Blower policy is posted and visible to employees and visitors				
Violence in the Workplace policy is posted and visible to employees and visitors				
Sexual Harassment policy is posted and visible to employees and visitors				
Standards of Ethics policy is posted and visible to employees and visitors				

Service Center Location

Reg GM/VP Signature

Clean Harbors
ENVIRONMENTAL SERVICES, INC.

Emergency Response
Response Time Tracking Report

Month:

Average Response Time:

Date		Division	City Contact	Phone	Time of Initial Call	Time on Site	Total Response Time	Reason/Comment

CleanHarbors
ENVIRONMENTAL SERVICES, INC.

Routine
Response Time Tracking Report

Month:

Average Response Time: Goal Pick up waste within 72 hours of request

Date		Division	City Contact	Phone	Date of initial Call	Date of Pick up	Days from call to pick up	Reason/Comment

Orange County HHW / Clean Harbors Contract Performance Metrics

LOCATION: SAN JUAN CAPISTRANO	Monthly Goals	Jan-05 Qnty / Value	Rating	Feb-05 Qnty / Value	Rating	Mar-04 Qnty / Value	Rating	Total YTD	Performance Measured As
Operational									
Safety Incidents	Zero Recordable Incidents	0	2	0	2	0	2	0	0 = ME / 1=BE / >1= D
Near Misses-Safety Incidents	1 / Month	0	3	0	3	0	3	0	1 = ME / 2=BE / >2= D
Property Damage Incidents	Zero Recordable Incidents	0	2	0	2	0	2	0	0 = ME / 1=BE / >1= D
Environmental Incidents (Spills)	Zero Recordable Incidents	0	2	0	2	0	2	0	0 = ME / 1=BE / >1= D
Environmental Incidents (Near Misses)	1 / Month	0	3	0	3	0	3	0	1 = ME / 2=BE / >2= D
Compliance (Regulatory / Internal)									
OC Weekly Walk through Inspection Findings	5/ Month	0	3	0	3	0	3	0	<3 =EE / 5 = ME / 6=BE / >6= D
OC Weekly Evaluation Items Status (% of Items addressed within 1 week)	100 % - ME	100%	2	100%	2	100%	2	100%	100 % ME / >80% BE / <80% = D
Container Compliance (labeling, closure)	0 / Month	0	2	0	2	0	2	0	0=ME / 1= BE / >1=D
inspection)	0 / Month	0	2	0	2	0	2	0	0=ME / 1= BE / >1=D
Oil and Antifreeze Accumulation Area	0 / Month	0	2	0	2	0	2	0	0=ME / 1= BE / >1=D
E-Waste Storage Area	0 / Month	0	3	0	3	0	2	0	0=ME / 1= BE / >1=D
Paint Bulking Area	0 / Month	0	3	0	3	0	2	0	0=ME / 1= BE / >1=D
General Housekeeping	0 / Month	0	3	0	3	0	3	0	0=ME / 1= BE / >1=D
MEP Area and Report (Daily) n.a.	1 / Month (Defined as number of daily reports overdue)	0	3	0	2	0	3	0	0=ME / 1= BE / >1=D
Permitted Area Regulatory Infractions (Qnty)	0 / Month	0	3	0	2	0	3	0	0=ME / 1= BE / >1=D
Manifest Discrepancies - Major	0 / Month (Qnty / # of Manifests)	0 0	3	0 0	2	0 0	3	0 0	0=ME / 1= BE / >1=D
Manifest Discrepancies - Minor	0 / Month (Qnty / # of Manifests)	0 0	2	0 0	2	0 0	3	0 0	0=ME / 1= BE / >1=D
Manifest Receipt / Return Notification delays (Qnty)	0 / Month (Qnty / # of Manifests)	0 0	3	0 0	2	0 0	3	0 0	0=ME / 1= BE / >1=D
Personnel Attendance at Monthly Safety Meetings	100 % - ME	100%	3	100%	2	100%	3	100%	100 % ME / >80% BE / <80% = D
Personnel Training Deficiencies	Zero Training Deficiencies	0	3	0	2	0	3	0	0=ME / 1= BE / >1=D
Contract Execution /Communication									
Customer Complaints / Complements (monthly)		0 0	3	0 0	3	0 0	3	0 0	0 / 0 = ME 1 Complaint / Mo = BE
Weekly OC Paperwork - Incomplete / Missing	1 Occurrence / Month	0	3	0	3	0	3	0	0 =EE / 1 = ME / 2=BE / >2= D
Weekly OC Customer Deck Cards - Incomplete / Missing	5 Occurences / Month	0	3	0	3	0	3	0	<3 = EE / 5 = ME / 6=BE / >6= D
Monthly Meeting issues and resolution	Unresolved issues Month / Month	0 0	3	0 0	3	0 0	3	0 0	0=ME / 1= BE / >1=D
Total Performance Score									
% of 54 - Highest Possible Score		119%	64	107%	58	117%	63		

Volumes (Pounds)		Jan-05	Feb-05	Mar-04	Total YTD
Hazardous Material to LA		30330	21490	35790	87610
Paint Recycling - Amazon		15960	9120	10830	35910
Paint Recycling - Cal Western					0
E-Waste	lbs	12714			12714
Oil	gals	350	360	500	1210
Glycol	gals				0

Costs	Jan-05	Feb-05	Mar-04	Total YTD
Disposal Costs	$ 31,207.30	$ 16,803.00	$ 26,732.00	$ 74,742.30
Transportation Cost	$ 1,260.00	$ 743.00	$ 1,169.00	$ 3,172.00
Material Cost	$ 2,894.00	$ 2,420.00	$ 3,785.00	$ 9,099.00
Labor Cost	$ 12,300.00	$ 12,300.00	$ 13,767.00	$ 38,367.00
	$ 47,661.30	$ 32,266.00	$ 45,453.00	$125,380.30

Performance Score Rating Legend

3 = (EE) Exceeds Expectations

2 = (ME) Meets Epectations

1 = (BE) Below Expectations

0 = (D) Deficient

CITY OF

LOS ANGELES

INVOICE CHECK LIST

- [ ] Write person who called in services phone number and name on front of invoice
- [ ] Contract pricing correct on invoice
  - [ ] If not was pricing fixed in system
  - [ ] Recovery fee calculated correctly
  - [ ] Correct drum size charged
- [ ] Facility signed manifest attached
  - [ ] Correct one for this invoice
- [ ] Weight ticket attached (if applicable)
- [ ] Call out sheet attached
- [ ] Work sheet attached
  - [ ] Does the work sheet have detail of job done
  - [ ] Are all the titles on worksheet
- [ ] GSD invoice ? if yes Is PO number written on front?
- [ ] Have all problems been corrected in the system
- [ ] Log invoice on date received from corporate and date sent out with fedex tracking number
- [ ] Add MBE/WBE data to tracking report
- [ ] Send copy of tracking report to Janis and Tracy once a week.

4. Business and Financial Summary

As the largest hazardous waste management company in North America, Clean Harbors is financially qualified to perform the services described in the RFP. We have the requisite equipment, materials, insurance and staffing. We own treatment, recycling and disposal facilities to provide disposal options for virtually every type of waste that may be encountered in your routine hazardous waste management program. In addition to ample internal resources, we have well-established financial relationships with hundreds of TSDFs and thousands of vendors. We also have a revolving line of credit available should additional financing ever become necessary.

As evidence of our financial strength and long-term viability, we urge you to review our recent audited financial statements and public filings with the SEC. Here you will find a growth profile and recent history of sales. You will discover that Clean Harbors' positive tangible net worth and amount of debt for our size puts us in a favorable light with respect to our competitors. Electronic copies of annual reports and SEC 10-K filings are available on our web site, www.cleanharbors.com. Printed copies are of our SEC our attached.

The responsibility of ensuring the long-term environmental security for the County through the selection of a reliable business partner is critical. As you know, the hazardous waste operating environment has been extremely challenging for all participants, particularly those providing hazardous waste disposal services. Waste minimization efforts, recycling, process improvements, and relaxed regulatory initiatives were factors that resulted in industry overcapacity and declining volume trends. Clean Harbors has responded to the increasing challenges of reducing costs while improving service by leveraging our technology to provide the best solutions for the most competitive prices. We continue to optimize utilization of our waste management facilities while expanding our range of services.

Clean Harbors has never filed for bankruptcy protection in our 26-year history. Our financial performance has never been clouded through massive restructuring or creative financial transactions. Our ownership is stable. At Clean Harbors, our strategy has been to increase our business by focusing on customer needs. That strategy underlies our commitment to you and it is the driving force for our success during this period of industry consolidation.

INSURANCE DESCRIPTION

Clean Harbors provides its customers with unparalleled liability protection that starts with a broad contractual indemnity, backed by a large and stable publicly traded corporation. The broad customer indemnity and strong fiscal status are coupled with the industry's most extensive insurance program, to give Clean Harbors and its customers superior liability protection. Simply put, Clean Harbors provides more liability protection to its customers than any other company in the industry. Copies of sample Certificates of Insurance are enclosed.

Clean Harbors' insurance programs cover the potential risks associated with our multifaceted operations from two primary exposures: direct physical damage and third party liability. We maintain a casualty insurance program providing coverage for vehicles, workers compensation, employers' liability and comprehensive general liability in the aggregate amount of $30,000,000 per year, subject to a retention of $500,000 per occurrence. Since the early 1980's, casualty

insurance policies have typically excluded liability for pollution, which is covered under a separate pollution liability program.

- **General Liability**

Aggregate	$ 3,000,000
Each Occurrence	$ 2,000,000

- **Automobile Liability**

Combined Single Limit	$ 5,000,000

- **Excess Liability**

Each Occurrence / Aggregate	$ 10,000,000

- **Workers Compensation and Employer's Liability**

Each Accident	$ 1,000,000
Disease--Policy Limit	$ 1,000,000
Disease--Each Employee	$ 1,000,000

- **Contractors Pollution Liability**

Each Claim / All Claims	$ 10,000,000

- **Environmental Impairment Liability**

Each Claim / Aggregate	$ 10,000,000

SOUTHERN CALIFORNIA REFERENCES

Several Southern California customer references are presented on the following page. These references demonstrate that we have over five years experience managing large commercial hazardous waste accounts within the State of California. Customer satisfaction is our primary goal and we pride ourselves in having many long-term clients. We have included names and phone numbers so that the County may contact any of our clients to discuss our qualifications and performance history.

Sample Hazardous Waste Management Experience

City of Los Angeles 12000 Vista Del Mar Play Del Rey, CA 90291 Sassan McCay 310-648-5201	All Hazardous Waste Management Services Emergency Response Services 10 years
Los Angeles Department of Water and Power PO Box 51111 Room 1050 Hazardous Substances Management Business Team Los Angeles, California 90051 Michael Hanson (213) 367-0634	Disposal at Clean Harbors Buttonwillow and Wilmington. 3 years
Los Angeles Department of Water and Power PO Box 51111 Room 1050 Corporate Environmental Services Los Angeles, California 90051 Jennifer Edge, Industrial Hygienist (213) 367-0470	Disposal at Clean Harbors Aragonite and Wilmington 6 years
Northrop Grumman Military Aircraft Division One Hornet Way El Segundo, California 90245 Joe Behen, Environmental Project Coordinator (310) 332-6925	Transportation and Disposal of hazardous waste Emergency Response Services Tank and Clarifier cleaning Confined Space 10 years.
Disneyland (The Walt Disney Company) 1313 S Harbor Blvd MC:618B, PO Box 3232 Anaheim, California 92803 Donna Baker, Environmental Engineer (714) 781-1756 Donna.baker@disney.com	Lab packing, Transportation and disposal of hazardous waste. 6 years
City of San Diego 9601 Ridgehaven Court, Suite 320 San Diego, CA 92123 Ms. Cheryl Lester, Hazardous Materials Supervisor (858) 492-5004 clester@sandiego.gov	Removal, transportation and disposal of hazardous wastes from various city sites. May1, 2005 through April 30, 2006
Johnson & Johnson PRDUS 3210 Merryfield Row San Diego, California 92121 Ms. Esther T. Pham, M.S. Director, Environmental Affairs, EH&S (650) 564-2429 Epham2@alzus.jnj.com	Lab packing, transportation and disposal of hazardous wastes from various locations. 3 years
Genentech One Antibody Way Oceanside, California 92056 Mr. Gary Merrill, Sr. Associate EH&S (760) 231-2427 merrill.gary@gene.com	Lab packing, Transportation and disposal of hazardous waste, Emergency Response. 1 year

The Scripps Research Institute, Inc. 10550 North Torrey Pines Road La Jolla, California 92037 Mr. Paul Pater, Manager, Radiation Safety & Hazardous Waste (858) 784-8240 ppater@scripps.educom	Lab packing, Transportation and disposal of hazardous waste.

BUSINESS AND FINANCIAL SUMMARY SEE Attached

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

2. How many full-time workers does your firm employ?

3. Attach an organizational chart or describe the organization of your firm:

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

Date: 2/16/07

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Willis North America, Inc. 26 Century Blvd Nashville, TN 37214	INSURERS AFFORDING COVERAGE		NAIC#
INSURED **Clean Harbors Environmental Services, Inc. and its subsidiaries** **42 Longwater Drive** **Norwell, MA 02061**	INSURER A	Zurich American Insurance Company	16535-002
	INSURER B	American Guarantee and Liability Insurance	26247-003
	INSURER C	Steadfast Insurance Company	26387
	INSURER D		
	INSURER E		

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	GLO 9681229-00	11/1/2006	11/1/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$2,000,000 $ 100,000 $ 5,000 $2,000,000 $3,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X MCS-90	BAP 6681231-00	11/1/2006	11/1/2007	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$5,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	$ $ $ $
B	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	AUC4275262-02	11/1/2006	11/1/2007	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9681232-00	11/1/2006	11/1/2007	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	OTHER **Contractors Pollution Liability**	PEC365668111	11/1/2006	11/1/2007	$10,000,000 $10,000,000	Each Claim All Claims

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

Environmental Impairment Liability #PLC374393606 5/1/06-5/1/07 $10,000,000 Each Claim/Aggregate

CERTIFICATE HOLDER	CANCELLATION
For Reference Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

GENERAL CREDIT INFORMATION

SUBSIDIARIES (continued)	Taxpayer ID number
Clean Harbors, Inc.	04-2997780
Clean Harbors Aragonite, LLC	
Clean Harbors Arizona, LLC	
Clean Harbors Buttonwillow, LLC	
Clean Harbors Grassy Mountain, LLC	
Clean Harbors Kansas, LLC	
Clean Harbors Lone Mountain, LLC	
Clean Harbors Los Angelos, LLC	
Clean Harbors San Jose, LLC	
Clean Harbors Westmorland, LLC	
Clean Harbors of Baltimore, Inc.	23-2091580
Clean Harbors of Braintree, Inc.	04-2507498
Clean Harbors of Connecticut, Inc.	06-1025746
Clean Harbors Deer Park, L.P.	48-1263743
Clean Harbors Environmental Services, Inc.	04-2698999
Clean Harbors Kingston Facility Corp.	04-3074299
Clean Harbors LaPorte, L.P.	48-1263744
Clean Harbor Services, Inc.	06-1287127
Harbor Industrial Services Texas, L.P.	48-1263745
Harbor Management Consultants	04-3460746
Murphy's Waste Oil Co.	04-2490849
Spring Grove Resources Recovery, Inc.	76-0313183

5 4. Proposer's Certification

Completed and signed Form P-5 Attached

Presented By:

CleanHarbors
ENVIRONMENTAL SERVICES®

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer CLEAN HARBORS ENVIRONMENTAL SERVICES, INC, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

General Manager
Title

Mike Delatorre (Miguel)
Name

Signature

04/05/2007
Date

6. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Form

Completed and signed Form P-6 Attached

Presented By:

CleanHarbors
ENVIRONMENTAL SERVICES®

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☒ **I AM NOT**
☐ **I AM**
A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

SEE Attached

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	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
TRACY LINTON		Account MANAGER	4/5/07

CO= M519793
U= M519793

EQUAL EMPLOYMENT OPPORTUNITY
2006 EMPLOYER INFORMATION REPORT

CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. CLEAN HARBORS ENVIRONMNTL SVCS INC
42 LONGWATER DRIVE
NORWELL, MA 02061

2.a. CLEAN HARBORS ENVIRONMNTL SVCS INC
42 LONGWATER DRIVE
NORWELL, MA 02061

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:157793639

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	OVERALL TOTALS	MALE WHITE (NOT OF HISPANIC ORIGIN)	MALE BLACK (NOT OF HISPANIC ORIGIN)	MALE HISPANIC	MALE ASIAN OR PACIFIC ISLANDER	MALE AMERICAN INDIAN OR ALASKAN NATIVE	FEMALE WHITE (NOT OF HISPANIC ORIGIN)	FEMALE BLACK (NOT OF HISPANIC ORIGIN)	FEMALE HISPANIC	FEMALE ASIAN OR PACIFIC ISLANDER	FEMALE AMERICAN INDIAN OR ALASKAN NATIVE
OFFICIALS AND MANAGERS	612	462	28	10	10	1	92	3	4	2	0
PROFESSIONALS	639	348	13	17	11	0	220	10	12	8	0
TECHNICIANS	21	15	2	1	0	0	3	0	0	0	0
SALES WORKERS	203	144	7	5	2	0	41	2	1	1	0
OFFICE AND CLERICAL	257	39	14	3	1	0	173	12	10	5	0
CRAFT WORKERS (SKILLED)	1094	712	170	108	23	5	52	15	5	4	0
OPERATIVES (SEMI-SKILLED)	1064	700	150	140	16	14	28	12	3	1	0
LABORERS	3	0	0	0	0	0	1	2	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3893	2420	384	284	63	20	610	56	35	21	0
PREVIOUS REPORT TOTAL	3344	2139	271	268	61	16	516	28	22	22	1

SECTION F - REMARKS

Official: WENDY ASNES
HRIS MANAGER

Contact: WENDY ASNES
HRIS MANAGER

EEO POLICY STATEMENT

The philosophy and intent of equal employment opportunity is to provide all individuals throughout our country the assurance that all employment decisions will be made without regard to race, color, religion, sex, national origin, sexual orientation, or age. In addition, there must be no discrimination in employment on the basis of marital status, medical condition, pregnancy, disability, or veteran's status. Clean Harbors Environmental Services, Inc. and Affiliates believes in and supports this philosophy.

As its President and Chief Executive Officer, I welcome this opportunity to affirm the Company's policy to provide Equal employment and advancement opportunity in all personnel activities of all job classifications, including recruitment, hiring, transfer, promotion, reduction-in-force, reinstatement, compensation, benefits, training and education, tuition assistance, and social and recreational programs. In addition, reasonable accommodations will be made for religious needs and for individuals with disabilities, whenever possible.

In dedicating itself to establishing a work environment free from discrimination, Clean Harbors will take specific affirmative actions to ensure successful achievement of a non-discriminatory employment program. I have assigned the basic responsibility of ensuring that equal employment opportunity policies are adhered to and that affirmative actions are implemented to a designated Affirmative Action Officer.

Ms. Wendy Asnes, Human Resources Information Manager
781.792.5141 asnesw@cleanharbors.com

Ms. Asnes will establish, monitor , and evaluate the AAP at all Company establishments. She will provided the necessary resources and personnel to accomplish these responsibilities. Wendy is available to any employee having questions or problems related to equal employment opportunity or affirmative action.

Clean Harbors recognizes that its policy of equal employment opportunity and affirmative action requires a commitment to the design, development, and implementation of programs, steps, and activities to eliminate discrimination not only as it may presently exist, but as it has been historically woven into various components of the employment structure. Clean Harbors affirms that it will implement such actions to achieve this goal, including those established in its AAP. Those involved in making employment decisions will become familiar with Clean Harbors' AAP and will be actively involved in the achievement of its objectives. I further expect all employees to demonstrate sensitivity to and respect for all other employees and to demonstrate commitment to our affirmative action policy in spirit as well as in actions.

I personally am committed to take positive steps that will ensure the AAP is aggressively implemented and that individuals in the workforce and labor market will have the opportunity to become aware of the AAP and its purposes through various internal and external communication procedures that will be followed. Such measures will increase public knowledge of the employment guidelines and principles of Clean Harbors. Upon request, Clean Harbors will make specific elements of the AAP available to any employee or applicant who wishes to know about or make use of its benefits.

The Affirmative Action Plan will be updated and revised annually. Updates will be based on Clean Harbors' experience in implementing the AAP, on revised laws and regulations and their evolving interpretations, on the acquisition of new and improved statistical data, and on our increasing awareness and knowledge of the most effective approaches for assuring true equal employment opportunity for all.

I fully support Clean Harbors' objectives and procedures to ensure equal employment opportunity.

Alan S. McKim, President and Chief Executive Officer January 2006

V. Contractor Employee Jury Service Program Certification Form and Application for Exception

Completed and signed Form P-7 Attached

Presented By:

CleanHarbors
ENVIRONMENTAL SERVICES®

FORM P-7

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	CLEAN HARBORS Environmental Services, INC		
Company Address:	1737 EAST Denni St.		
City: Wilmington	**State:** CA	**Zip Code:** 90744	
Telephone Number:	(310) 835.9998		
Solicitation For (Type of Services):	Removal of Hazardous Material		

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

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: Mike Delaturne (Miguel)	**Title:** General Manager
Signature:	**Date:** 4/5/2007

9. Charitable Contributions Certification

Completed and signed Form P-8 Attached

Presented By:

CleanHarbors
ENVIRONMENTAL SERVICES®

FORM P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

CLEAN HARBORS Environmental Services
Company Name

1737 EAST DENN. St Wilmington, CA 90744
Address

04-2997780
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.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature 4/5/02 **Date**

Mike (Miguel) DelaTORRE General Manager
Name and Title of Signer (please print)

8. Additional Information

FINANCIAL STABILITY

As the largest hazardous waste management company in North America, Clean Harbors is financially qualified to perform the services described in the RFP. We have the requisite equipment, materials, insurance and staffing. We own treatment, recycling and disposal facilities to provide disposal options for virtually every type of waste that may be encountered in your routine hazardous waste management program. In addition to ample internal resources, we have well-established financial relationships with hundreds of TSDFs and thousands of vendors. We also have a revolving line of credit available should additional financing ever become necessary.

As evidence of our financial strength and long-term viability, we urge you to review our recent audited financial statements and public filings with the SEC. Here you will find a growth profile and recent history of sales. You will discover that Clean Harbors' positive tangible net worth and amount of debt for our size puts us in a favorable light with respect to our competitors. Electronic copies of annual reports and SEC 10-K filings are available on our web site, www.cleanharbors.com. Printed copies are available upon request and copy of SEC 10-K is attached along with financial references.

The responsibility of ensuring the long-term environmental security for the County through the selection of a reliable business partner is critical. As you know, the hazardous waste operating environment has been extremely challenging for all participants, particularly those providing hazardous waste disposal services. Waste minimization efforts, recycling, process improvements, and relaxed regulatory initiatives were factors that resulted in industry overcapacity and declining volume trends. Clean Harbors has responded to the increasing challenges of reducing costs while improving service by leveraging our technology to provide the best solutions for the most competitive prices. We continue to optimize utilization of our waste management facilities while expanding our range of services.

Clean Harbors has never filed for bankruptcy protection in our 26-year history. Our financial performance has never been clouded through massive restructuring or creative financial transactions. Our ownership is stable. At Clean Harbors, our strategy has been to increase our business by focusing on customer needs. That strategy underlies our commitment to you and it is the driving force for our success during this period of industry consolidation.

Presented By:

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Site Services

Overview: Site Services

Overview: Site Services

Customers requiring routine environmental services or facing sudden financial impact, system downtimes or environmental damage, know they can depend on Clean Harbors' Site Services to handle their environmental needs. Clean Harbors is ready to deploy the manpower and resources to handle any environmental situation while saving you time and money in the process. Our Site Services include:

- Field services
- Industrial cleaning and maintenance
- Oil recycling services
- Fast turnaround of planned work
- Rapid emergency response
- Equipment and extensive resources
- Manpower, experience and sound management

Field Services – Working in hazardous and non-hazardous environments, crews perform routine planned jobs and emergency responses specializing in site decontamination, confined space entry, product recovery and transfer, excavation and removal, vacuum services, as well as scarifying and sandblasting, marine services and booming.

Remediation and environmental construction services of any scale including remedial systems design, custom fabrication and welding, mobile treatment, well maintenance and video inspection complement Clean Harbors' capabilities.

Industrial Cleaning and Maintenance Services – Clean Harbors' Industrial Services teams use advanced industrial cleaning technologies including chemical cleaning, hydroblasting, vacuum services, steam cleaning, sodium bicarbonate blasting, and abrasive blasting to accomplish fast turnaround during time-critical plant shutdowns.

Oil Recycling Services – Clean Harbors collects and processes oil and oil related materials for beneficial reuse including waste oil, oil water mixtures, absorbent material and oil filters through a network of company owned and operated oil recycling and processing facilities.

Fast Turnaround of Planned Work – Each week, Clean Harbors crews from service centers across the country perform hundreds of planned jobs ranging from routine confined space entry for storage tank cleaning, to elaborate cleaning during a plant turnaround. Clean Harbors has the depth and resources to complete any size job from small to large.

Rapid Emergency Response – When time is critical, Clean Harbors is ready to respond quickly and effectively to any emergency including spills of all sizes on land or water, chemical, oil, and biohazards, including bloodborne pathogens.

Equipment and Extensive Resources – Whether it's manpower, supplies, specialized equipment or technology, we will provide a complete solution to your situation with our vast array of resources.

Manpower, Experience and Sound Management – Clean Harbors attracts and employs the finest, most talented people in the industry. Our training standards are second to none and each job is performed using strict protocols and health and safety procedures. Customers know they are in good hands.

Summary of Clean Harbors' Site Services - Clean Harbors is a recognized leader in Site Services. Our expertise and ability to respond provide a complete, secure and cost-effective solution to your environmental needs.

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Transportation & Disposal

Wilmington, California Facility Facts

Waste management activities at the Wilmington facility include storage and transfer of containerized wastes, treatment of waste, which cannot be reclaimed or reused, and transfer of materials, which cannot be further treated. Processes at the facility include lab pack handling, consolidation of solids and liquids, solidification, fuel blending and neutralization.

Permits

- U.S. EPA ID No. CADO44429835
- EPA Part B Permit No. CADO44429835
- CUPA Permit Consolidated Permit for Site No. 19051-022860-2

Facility Description & General Information

Start-up Date: 1967

Facility Size: 2.4 acres

Services Provided:

- Fuels Blending (liquids, solids and semi-solids)
- Neutralization
- Solidification
- Container, Storage, Consolidation & Transfer

Typical Customers: electronic equipment; chemical, plastics, and machinery manufacturers; medical facilities; laboratories; utilities; petroleum distribution; and government facilities.

Typical Waste Streams: contaminated process wastewaters; inorganic cleaning solutions; oils; spent flammable solvents; organic and inorganic laboratory chemicals; paint residues; debris from toxic or reactive chemical cleanups; non-RCRA wastes; consumer commodities.

Treatment, Storage and Disposal Capabilities

- Total RCRA Containerized Storage Capacity: 100,0000 gallons (1,818 55-gallon drum equivalents)
- Tank Storage Capacity: includes 13 permitted tanks with a total storage capacity of 150,000 gallons

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Field Services

Remedial Systems and Site Construction Services Fact Sheet

Remedial Systems

Clean Harbors' Remediation and Environmental Construction Services has constructed a number of integrated systems configured to meet site-specific cleanup criteria while satisfying air and/or water quality discharge standards. The design and implementation of integrated remedial systems address all aspects of surface and subsurface contamination as it exists in groundwater and soils.

Clean Harbors continues to develop and implement in-situ remedial techniques, which are less intrusive to the environment and also provide sound and cost-effective solutions to complex environmental conditions.

Clean Harbors has demonstrated experience in implementing the following technologies and unit operations:

- Thermal Catalytic Oxidation
- Mechanical Filtration
- Ion-Exchange
- Membrane Separation
- Clay/Anthracite Absorption
- Air Sparging/Soil Vapor Extraction
- Air Stripping
- Liquid & Vapor Phase Activated Carbon Adsorption
- Groundwater Extraction/Total Fluids Recovery
- Pile Venting
- Bioremediation
- 2-PHASE and Vacuum Enhanced Extraction
- PLC and Instrumentation

Site Construction

Clean Harbors also has extensive site construction experience and qualifications related to site remediation including:

- Tank Removal and Soil Excavation
- Test Pit excavation
- Trenching and Pipe Installation
- Complete Site Restoration

Summary of Clean Harbors' Remedial System and Site Construction Services – Clean Harbors is a recognized leader in Field Services. Our expertise and ability to respond provide a complete, secure and cost-effective solution to your environmental needs.

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Project Abstract

Project Type: Emergency Response to Oil Spill from Ship during Lightering

Client Type: Shipping Company

Project Description:

Clean Harbors was called to assist in the recovery efforts of a 40,000-gallon release of No. 6 grade fuel oil in Delaware Bay from the French Tanker, Anitra. The Anitra was in the process of lightering at the time of the spill (transferring its cargo to smaller vessels with less draft so that cargo could be taken into Delaware Bay).

The initial spill occurred at the mouth of Delaware Bay, but prevailing winds and tidal currents soon drove the product out into the Atlantic Ocean and then onto the 40 miles of New Jersey Coast from Cape May to Brigantine.

Clean Harbors mobilized 75 responders from its Strike Team Network along with a Mobile Command Center and Logistics Group. Clean Harbors provided both beach clean-up services and logistics support, including portable sanitary facilities, tents and roll-off container services.

Crews were in a race against time to clean the beaches before the traditionally busy Memorial Day weekend. They were successful in this effort, in that the beaches were clean for that important holiday. However, oil again began appearing after the weekend and crews had to be mobilized once more to address the same areas. Clean-up efforts finally concluded after about three weeks.

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Project Abstract

Project Type: Oil Barge Spill in Buzzards Bay, (Cape Cod) Massachusetts

Client Type: Vessel's Primary Oil Spill Removal Organization (OSRO)

Project Description:

Upon approach to the west entrance of the Cape Cod Canal, an oil barge reported sheening #6 fuel oil. The barge was carrying approximately 97,000 barrels of oil. The original report estimated that the loss of oil was minimal. However, Coast Guard over-flights showed a visible sheen 15 miles long by 2 miles wide, and a new estimate of 14,700 gallons (350 barrels) oil lost was determined. As the spill progressed, it was later determined that the actual amount of the spill was closer to 100,000 gallons.

Clean Harbors was notified approximately an hour later and hired by the vessel's Primary Oil Spill Removal Organization (OSRO) to provide containment boom around the barge. The release was contained with the first tide cycle. However, the oil did impact several beaches and islands along the east and west sides of the bay.

The Clean Harbors Strike Team was in place on the day of the spill with 65 trained oil spill removal specialists. At the height of the activities, Clean Harbors had a total of 813 people working with the U.S. Coast Guard, Massachusetts Department of Environmental Protection, as well as local governments and some private citizens. Racing the clock in preparation for the large beach crowds on Memorial Day weekend, the crews worked days and nights removing remaining floating oil and restoring many recreational beaches for use.

Buzzards Bay is a very sensitive area that contains numerous fishing and breeding grounds, pristine beaches, recreational activities and several endangered species. One of the challenges faced was protecting an endangered bird species, the Piping Plover. This bird is the size of a tennis ball and there are only 500 pairs left, all residing in southeastern New England. In cooperation with the federal and state wildlife agencies, preventative measures were taken to protect the birds from the oil while their young were being hatched.

Clean Harbors worked in cooperation with the Responsible Party's Primary OSRO and the Coast Guard's Vessel of Opportunity Skimming System (VOSS) to complete open-water skimming operations. Clean Harbors also provided equipment, personal protective equipment and personal safety support through a comprehensive logistics system. This system ensured people in the field had the right tools for the work being performed and prevention of serious injuries, such as dehydration and heat exhaustion.

Supporting this effort, Clean Harbors brought experienced crews in from many of our 38 Field Services offices and 46 facilities including Albany, Boston, Bow, Baltimore, Brooklyn, Chicago, Cincinnati, Deptford, Houston, Prince George and Wichita. Additionally, Clean Harbors hired a number of subcontractors from around the country to provide OSHA compliant labor support. The cleanup phase lasted three months and the maintenance phase lasted a couple months more. All the beaches were restored to their previous state, or better.

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CleanHarbors
ENVIRONMENTAL SERVICES

2500 East Victoria Street
Compton, CA. 90220
Tel: 310-764-5851 Fax: 310-764-5863

2007

Vehicle & Equipment List

Pressure Washing Equipment	Equipment No.	Equipment Make	Year	Engine Type	Branch
Pressure Washer	CH398	American	2005	Gasoline	49LF
Pressure Washer	CH2248	American	2000	Propane	49LF
Portable Pressure Washer	CH2152	Hydro Tek	2004	Gasoline	49LF
Portable Pressure Washer	CH2500	Hydro Tek	2006	Gasoline	49LF
Site Support Equipment	**Equipment No.**	**Equipment Make**	**Year**	**Engine Type**	**Branch**
Tow Behind Compressor	CH320	Ingersol Rand	2002	Diesel	49LF
Tow Behind Compressor	CH379	Ingersol Rand	2002	Diesel	49LF
Portable Compressor	N/A	Ridgid	2005	Gasoline	49LF
Portable Compressor	N/A	Ridgid	2005	Gasoline	49LF
Tow Behind Light Tower / Generator	CH380	Coleman	2004	Diesel	49LF
Tow Behind Light Tower / Generator	CH381	Coleman	2004	Diesel	49LF
Tow Behind Light Tower / Generator	CH2342	ECCO	2004	Diesel	49LF
Portable Generator	N/A	Briggs & Straton	2006	Gasoline	49LF
Portable Generator	N/A	Briggs & Straton	2006	Gasoline	49LF
Mercury Vacuum	N/A	Nikro	2005	Electric	49LF
Mercury Vacuum	N/A	Nikro	2005	Electric	49LF
Hepa Vacuum	N/A	Pullman Holt	2000	Electric	49LF
Hepa Vacuum	N/A	Pullman Holt	2000	Electric	49LF
Hepa Vacuum	N/A	Pullman Holt	2000	Electric	49LF
Hepa Vacuum	N/A	Pullman Holt	2000	Electric	49LF
Wet & Dry Vacuum	N/A	Dayton	2000	Electric	49LF
Wet & Dry Vacuum	N/A	Dayton	2000	Electric	49LF
Wet & Dry Vacuum	N/A	Dayton	2000	Electric	49LF
Wet & Dry Vacuum	N/A	Dayton	2000	Electric	49LF
Double "D" Chemical Pump	N/A	Weldon	2005	Air Powered	49LF
Trash pump	N/A	Honda	2003	Gasoline	49LF
Trash pump	N/A	Honda	2003	Gasoline	49LF
Trash pump	N/A	Honda	2003	Gasoline	49LF

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (8/03)

no shame. no blame. no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

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

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ATTACHMENT 6

CONTRACT

HCI Environmental & Engineering Service

762 13

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and HCI Environmental & Engineering Service (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator ("CA"). The Chief, Facilities and Property Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform/Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 28, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors, whichever occurs first, and expiring on June 30, 2010.

1.3.2 Five One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to five one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second and subsequent options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for hazardous waste removal services among all Contractors shall not exceed $242,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for removal of hazardous waste services may exceed $242,000 to the extent that a lessee or other third party is obligated to reimburse the County for its hazardous waste removal services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension

period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order/ER Service Reporting Form at Quoted Unit Rates. Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of: (1) Work Order (Exhibit 2) for Non-Emergency Services issued under the Contract and executed by the Director or the Chief Deputy Director, or (2) Telephone "emergency call out" executed by the Director or Chief Deputy Director. Compensation for all work under a Work Order or Emergency Service Reporting Form (Exhibit 7) shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order/ER Service Reporting Form. The Director may approve an increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order or Emergency Service Reporting Form shall not increase the Contractor's quoted rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order/ Emergency Service Reporting Form shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time for completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order or Emergency Service Reporting Form on which it claims payment. Invoices shall identify the Contract number and the name and date of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order or Emergency Service Reporting Form is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order/ Emergency Service Reporting Form shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative. The Contractor shall designate a full-time employee as Contractor's Representative ("CR") who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator.

2.2.3.1 The Chief, Facilities and Property Maintenance Division, or his designee, shall be the Contract Administrator ("CA") who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Contractor will work with the Department in an effort to service Work Orders issued by the CA within the time frames specified for both Tasks 1 and 2 as specified in Exhibit 1, Description of Work;
- Contractor shall provide at all times throughout this Contract, a supervisor with a minimum of five years experience in the provision of the requested services;
- Contractor will provide an estimate of the cost to test, remove and transport hazardous materials prior to removing the material on Exhibit 2, Work Order and Exhibit 4, Inventory list, when applicable;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator for the as needed collections under Task 1, Non Emergency removal;
- Contractor will provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator for the as needed collections under Task 2, Emergency removal;
- Contractor shall perform a "roundup" of materials at multiple sites every quarter;
- Contractor will clean clarifier tanks periodically;
- Contractor shall provide all labor and necessary equipment to clean clarifiers periodically;
- Contractor will contact the CA within 24 hours of receiving the Notice to Proceed on a Work Order to specify the exact date and an approximate time that the Contractor will be at the facility for the pickup;
- Contractor shall provide all labor, supplies, equipment, tools, and supervision required to properly remove, transport, and dispose of waste materials;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities *and/or* project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense;
- Contractor shall indemnify the County for any spillage that occurs once the contractor has left the job site due to Contractor negligence;
- Contractor shall repair any damage to the Department's facilities or project jobsites resulting from Contractor's negligence, including, but not limited to damages to pavement, fences, gates, etc;
- Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;
- Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to work;
- Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements;
- Contractor shall utilize protective clothing and equipment as required by Cal-OSHA or other regulating agencies;

- All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at the Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory

- Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

- Contractor shall be responsible for pickup and/or packaging and disposal of hazardous and/or contaminated non-hazardous wastes, including bulk soil and/or groundwater, from the indicated Department's facilities or project jobsites;

- When required, field Chemist/Environmental Assessor shall test, categorize, label, and package any and all unknown substances in the most economically and efficient manner possible;

- Contractor work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities, and the <u>most economical method of disposal;</u>

- Contractor shall dispose or recycle the containers in which the hazardous wastes were stored. In some instances, the drums that contained contaminated water from environmental operations may remain on site after the water is vacuumed out;

- The list of recycling or disposal facilities to be used shall be provided with the Proposal and approved by the CA (Provide list in Form P-2, Work Plan);

- Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances;

- When applicable, copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, work orders/tickets, facility weigh master certificates, and facility acceptance certificates, are to be returned to the CA;

- Provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator; and

- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its

professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

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

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR AS-NEEDED NON-EMERGENCY AND EMERGENCY REOMOVAL OF HAZARDOUS MATERIAL

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

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

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

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

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

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

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

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

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

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

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

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

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 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 determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the 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) an other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the 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 the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.36.2 Written Employee Jury Service Program.

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

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

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration 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/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 or other termination of this Contract.

76213

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

HCI Environmental & Engineering Service

By_____
Gregory Parker, President

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By_____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

REQUEST FOR PROPOSALS – AS-NEEDED NON-EMERGENCY AND EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name HCI Environmental & Engineering Service
Address 1787 W. Pomona Road, Suite A
Corona, Ca 92880

Phone (951) 280-0298 Fax (951) 280-0118

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage the removal of hazardous materials on an as-needed basis, to be performed from date of Board approval to June 30, 2010, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation X partnership or joint venture
limited liability company other:

State of organization: Nevada Principal place of business: 1787 W. Pomona Rd #A Corona, Ca 92880

Out of state vendor's authorized agent for service of process in California:

Name Corporate Headquarters Address 1015 S. Rainbow Blvd Las Vegas, NV 89128 Phone (702) 734-1500

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Gregory J. Parker President (951) 280-0298
Name Title Phone

Charles R. Guy Secretary / Treasurer (951) 280-0298
Name Title Phone

Dated: 3/28/07 Proposer's signature:

Gregory J. Parker President (951) 280-0298
Name Title Phone

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the type of hazardous waste. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific type of hazardous waste from Exhibit 1.
- For Task 2, emergency removal services, proposers should provide one hourly rate to cover any as-needed emergent removal services.
  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Clarifier Tanks	1,500 Gallons Non-Haz	$ 1,300.00
Clarifier Tanks	1,500 Gallons Non-RCRA	$ 1,800.00
Clarifier Tank	1,500 Gallon RCRA	$ 2,900.00
Clarifier Tank	5,000 Gallon Non-Haz	$ 1,800.00
Clarifier Tank	5,000 Gallon Non-RCRA	$ 5,500.00
Clarifier Tank	5,000 Gallon RCRA	$ 5,800.00
Septic Tanks	5,000 Gallon Septic	$ 875.00
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

PRICE PROPOSAL

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Motor oil	(1) 55 Gallon Drum	$105.00
motor oil	Bulk - not to exceed 500 gallons	$100.00
Fuel Filters	(1) 55 Gallon Drum	$225.00
Oil Rags	(1) 55 Gallon Drum	$125.00
Gasoline	(1) 55 Gallon Drum	$150.00
Gasoline & Water	(1) 55 Gallon Drum	$150.00
Diesel & Emulsion	(1) 55 Gallon Drum	$105.00
Automatic Transmission Fluid	(1) 55 Gallon Drum	$105.00
Grease Lubricant	(1) 55 Gallon Drum	$125.00

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Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Diesel	(1) 55 Gallon Drum	$105.00
Diesel & Water	(1) 55 Gallon Drum	$105.00
Electrical Insulating oil	(1) 55 Gallon Drum (non PCB)	$105.00
Water Based Paint Liquid	(1) 55 Gallon Drum	$105.00
Water Based Paint Sludge/Solid	(1) 55 Gallon Drum	$125.00
Oil Base Paint Liquid	(1) 55 Gallon Drum	$150.00
Oil Base Paint Sludge	(1) 55 Gallon Drum	$245.00
Oil Base Paint Solid	(1) 55 Gallon Drum	$325.00
Herbicides	(1) 55 Gallon Drum (Liq/Solid)	$495.00

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Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$750.00

PRICE PROPOSAL

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Insecticides	(1) 55 Gallon Drum (Liq/Solid)	$495.00
Paint Thinner Liquid	(1) 55 Gallon Drum	$150.00
Paint Thinner Sludge	(1) 55 Gallon Drum	$245.00
Paint Thinner Solid	(1) 55 Gallon Drum	$325.00
Lacquer Thinner Liquid	(1) 55 Gallon Drum	$150.00
Lacquer Thinner Sludge	(1) 55 Gallon Drum	$245.00
Lacquer Thinner Solid	(1) 55 Gallon Drum	$325.00
Cleaning Solvents for engine degreasing	(1) 55 Gallon Drum Non-RCRA	$125.00
Cleaning Solvents for engine degreasing	(1) 55 Gallon RCRA	$250.00
Contaminated Containers as Solids	(1) 55 Gallon Drum Non-Haz	$105.00

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Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
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PRICE PROPOSAL

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PRICE PROPOSAL

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Contaminated Containers and Solids	(1) 55 Gallon Drum Non-RCRA	$ 125.00
Contaminated Containers and Solids	(1) 55 Gallon Drum RCRA	$ 325.00
Brake Fluid	(1) 55 Gallon Drum	$ 125.00
Antifreeze / Coolant	(1) 55 Gallon Drum	$ 105.00
Acid	(1) 55 Gallon Drum	$ 395.00
Miscellaneous Size Batteries	(1) 55 Gallon Drum	$ 350.00
Fluorescent Tubes	(1) 55 Gallon Drum	$ 125.00
Asbestos and Water	(1) 55 Gallon Drum	$ 125.00
Asbestos Pipe Scrap	(1) 55 Gallon Drum	$ 150.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Asbestos Pipe and Roof Shingles	(1) 55 Gallon Drum	$ 150.00
Asbestos Tile	(1) 55 Gallon Drum	$ 150.00
Asbestos Insulation	(1) 55 Gallon Drum	$ 175.00
Asphalt Cement	(1) 55 Gallon Drum Non-RCRA	$ 125.00
Asphalt Cement	(1) 55 Gallon Drum RCRA	$ 275.00
Asphalt Emulsion	Liquid (1) 55 Gallon Drum	$ 105.00
Asphalt Emulsion	Sludge/Solid (1) 55 Gallon Drum	$ 125.00
Asphalt Road oil	Liquid (1) 55 Gallon Drum	$ 105.00
Asphalt Road oil	Sludge/Solid (1) 55 Gallon Drum	$ 125.00

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Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Cathode Ray Tubes (CRT's)	(1) Pallet (20 CRT'S)	$ 225.00
Thermometers Containing Mercury	(1) 5 Gallon Pail	$ 195.00
Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 Gal Non-Haz Liq	$ 95.00
Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 Gal non-RCRA Liq	$ 105.00
Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 Gal RCRA Liq	$ 150.00
Gasoline, Diesel & other Petroleum Hydrocarbons	(Bulk Tank) non-Haz Liq	$ 1.00 per gallon
Gasoline, Diesel & other Petroleum Hydrocarbons	(Bulk Tank) non-RCRA Liq	$ 1.25 per gallon
Gasoline, Diesel & other Petroleum Hydrocarbons	(Bulk Tank) RCRA Liq	$ 1.45 per gallon
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

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  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 gal drum Non-Haz	$ 105.00
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 gal drum Non-RCRA	$ 125.00
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 55 gal drum RCRA	$ 325.00
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 30 yard Roll-off Bin Non-Haz	$ 1,250.00
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 30 yard Roll-off Bin non-RCRA	$ 1,450.00
Soil Contaminated w/ Gasoline, Diesel & other Petroleum Hydrocarbons	(1) 30 yard Roll-off Bin RCRA	$ 2,800.00
Volatile and Semi-Volatile organic Compounds	(1) 55 gal drum Liq Non-Haz	$ 95.00
Volatile and Semi-Volatile organic Compounds	(1) 55 gal drum Liq Non-RCRA	$ 105.00
Volatile and Semi-Volatile organic Compounds	(1) 55 gal drum Liq RCRA	$ 165.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the type of hazardous waste. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific type of hazardous waste from Exhibit 1.
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PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Volatile and semi-Volatile organic Compounds (Baker Ink) Non-Haz Liq		$ 1.00 per gallon
Volatile and semi-Volatile organic Compounds (Baker Ink) Non-RCRA Liq		$ 1.25 per gallon
Volatile and semi-Volatile organic Compounds (Baker Ink RCRA Liq		$ 1.45 per gallon
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 55 gal drum Non-Haz	$ 105.00
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 55 gal drum Non-RCRA	$ 125.00
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 55 gal drum RCRA	$ 325.00
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 30 yard Roll-off Bin Non-Haz	$ 1,250.00
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 30 yard Roll-off Bin Non-RCRA	$ 1,450.00
Soil Contaminated w/ Volatile and semi Volatile organic Compounds	(1) 30 yard Roll-off Bin RCRA	$ 2,800.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

PRICE PROPOSAL

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PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
metals as Listed	(1) 55 Gallon Drum Non-Haz Liq	$ 105.00
metals as Listed	(1) 55 Gallon Drum Non-RCRA Liq	$ 125.00
metals as Listed	(1) 55 Gallon Drum RCRA Liq	$ 325.00
metals as Listed	Baker Tank Non-Haz Liq	$ 1.25 per gallon
metals as Listed	Baker Tank Non-RCRA Liq	$ 1.45 per gallon
metals as Listed	Baker Tank RCRA Liq	$ 2.15 per gallon
Soil Contaminated w/metals as Listed	(1) 55 Gallon Drum Non-Haz	$ 105.00
Soil Contaminated w/metals as Listed	(1) 55 Gallon Drum Non-RCRA	$ 125.00
Soil Contaminated w/metals as Listed	(1) 55 Gallon Drum RCRA	$ 325.00

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the type of hazardous waste. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific type of hazardous waste from Exhibit 1.
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PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Soil Contaminated w/metals as Listed	(1) 20 yard Roll-off Bin Non-Haz	$ 1,250.00
Soil Contaminated w/metals as Listed	(1) 20 yard Roll-off Bin Non-RCRA	$ 1,450.00
Soil Contaminated w/metals as Listed	(1) 20 yard Roll-off Bin RCRA	$ 2,800.00
Pesticides, Herbicides, Perchlorate & PCB's	(1) 55 Gallon Drum Non-Haz Liq	$ 125.00
Pesticides, Herbicides, Perchlorate & PCB's	(1) 55 Gallon Drum Non-RCRA Liq	$ 125.00
Pesticides, Herbicides, Perchlorate & PCB's	(1) 55 Gallon Drum RCRA	$ 495.00
Pesticides, Herbicides, Perchlorate & PCB's	(Baker Tank) Non-Haz Liq	$ 1.25 per gallon
Pesticides, Herbicides, Perchlorate & PCB's	(Baker Tank) Non-RCRA	$ 1.45 per gallon
Pesticides, Herbicides, Perchlorate & PCB's	(Baker Tank) RCRA	$ 2.25 per gallon

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

PRICE PROPOSAL

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The price proposal will be used for assignment of Work Order and billing (invoice) purposes. Because the County may require increases or decreases in hazardous waste removal services during the term of the Contract, the annual compensation may vary from contract year to year. Hazardous waste removal will be compensated at the quoted unit and hourly rates.
- For Task 1, non-emergency removal services, the first column should reflect the type of hazardous waste. (i.e. Used oil, Paint). Please list ALL types of waste from Exhibit 1 (pages 3-4) which your company is capable of removing. The second column should reflect the unit amount (i.e. gallon). The third column should reflect the price per unit to remove the specific type of hazardous waste from Exhibit 1.
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  - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.

PRICE PROPOSAL

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price per unit for the hazardous materials identified below. Please use additional sheets, as required.

Type of Hazardous Material	Unit (Weight/Volume)	Price per Unit
Task 1: Non-Emergency Removal of Hazardous Waste – Via Work Order, Exhibit 2:		
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 55 gallon drum NON-HAZ	$ 105.00
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 55 gallon drum non-RCRA	$ 125.00
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 55 gallon drum RCRA	$ 495.00
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 20 yard Roll-off Bin non-HAZ	$ 1,250.00
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 20 yard Roll-off Bin NON-RCRA	$ 1,450.00
Soil Contaminated w/ Pesticides, Herbicides, Perchlorate and PCB's	(1) 20 yard Roll-off Bin RCRA	$ 2,800.00
		$
		$
		$

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the emergency removal of hazardous materials.

Task 2: Emergency Removal of Hazardous Waste – Phone Notification, payable via Emergency Reporting Form, Exhibit 7:	
Hourly Rate	$ 750.00

WORK PLAN

1. STAFFING PLAN: Provide the requested information about key employees and subconsultants. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Gregory J. Parker	owner	President	administration & Compliance
Charles R. Guy	owner	Secretary/Treasurer	operations, Sales & Marketing

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: Gregory J. Parker and Charles R. Guy

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Chris Tuley	C.A. Tuley	Contractor	Environmental Engineering & Construction	3419 Via Lido, #198 Newport Beach, Ca 92663	(949) 393-6833
Les Livingston	LCL Consulting	Contractor	Environmental management	19315 Dalles ave Riverside, Ca 92508	(951) 532-9027

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License/Permit	License/Permit Number
HCT Environmental & Engineering Service, Inc holds all licenses. See attached for all licenses held		

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK.**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to the removal of various kinds hazardous waste in emergent and non-emergent situations (Tasks 1 & 2);

b. Proposer's ability and resources to provide the kinds of hazardous material removal services described in Attachment A, Part Two, Statement of Work and Exhibit 1, Description of Work. Please include how you will meet the response time set by the Department: Non-Emergency Removal, Task 1 – 2 days, Emergency Removal, Task 2 – 3 hours;

c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;

d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;

e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies;

f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work;

h. List of recycling or disposal facilities to be used; and

i. Resumes of the firm's principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work,) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

Statement Of Approach To The Scope of Work

HCI Environmental & Engineering Service (HCI) was established in April 2000. It's Founder's, Gregory J. Parker and C. Robert Guy have 35 years combined experience in the environmental management industry. Their experience includes hazardous waste transportation, disposal, 24/7 emergency chemical spill response, environmental construction, lab packing, environmental consulting and project management. Due to their training and vast experience HCI was created as a turn-key field services company utilized to assist government, institutions and private industry with their waste management needs.

In regards to the management and response to the Los Angeles County Department of Beaches and Harbors (LACDBH) needs, the following steps will be taken with respect to the Scope of Work identified in the RFP:

Non Emergency Situation:

- HCI receives fax, email or phone order;
- HCI contacts appropriate person at LACDBH to confirm types and quantities of waste;
- If Necessary, HCI will schedule an Environmental Technician to view and inventory the waste within one to two days;
- Once waste streams are evaluated, HCI will complete a profile to the designated waste disposal facility;
- HCI will receive an approval number from the designated disposal facility;
- HCI will schedule the waste for transportation;
- HCI will prepare all necessary documentation to include shipping documents and labeling requirements;
- If necessary, HCI will obtain an EPA ID number for LACDBH;
- HCI will pick the waste stream(s) up within one to two days from the time the waste order has been called in unless the waste needs to be inventoried or a haz-cat and or sampling and analysis needs to be performed prior to pick-up;
- At the time of pick-up, HCI will have all the appropriate containers, safety equipment, appropriate paperwork and Environmental Technicians to perform the job;
- Waste will be packaged, loaded on to truck, labels will be fixed to container and paperwork signed and copies left with the client for their files;
- HCI will then transport the waste to the designated facility and drop off for disposal;
- All paperwork will be signed by facility and proper documentation will be mailed back to LACDBH for their files.

Emergency Situations:

When a hazardous material incident occurs, attention must be paid to the prevention of the hazardous material spreading and unnecessary contamination of the spill location, environment and property. Containment is the prevention or reduction of the continuing spread of hazardous materials by various means. However, the first priority is to protect personnel.

Containment methods include berming, use of absorbents, covering, damming and using jelling agents. Berming, curbing or diking with available materials prevents further spread of the materials or directs the flow of the materials in a more desired direction.

Control is the act of preventing more discharge of hazardous material, usually from the source. Control methods include repairing leaks, closing valves, capping discharge materials, solidifying, plugging, patching or any other effective control method applicable during the response to the incident which may reduce or stop the flow. Control activities may require the personnel to enter the high risk area called the "exclusionary zone" to conduct control activities. This requires wearing chemically protective clothing and equipment which can make the task of control more difficult to achieve. Only trained workers can conduct "safe" control techniques.

- HCI receives phone call 24 hours a day 7 days a week from LACDBH;
- HCI requests type and quantity of material spilled, address of spill location;
- HCI dispatches a Project Manager and appropriate personnel to spill location with equipment truck and necessary spill containment supplies to be on-site with in one to three hours;
- HCI dispatches the appropriate equipment necessary for the spill clean-up operations to be on-site within one to three hours;
- When HCI arrives onsite, the spill situation will be assessed, account for and ensure the safety of all people, isolate the area and, if possible, stop the flow of product. HCI will then take steps to control the incident;
- Once the spill is under control, HCI will begin spill clean-up procedures;
- HCI will profile the waste stream to the designated facility;
- HCI will receive an approval number from the designated disposal facility;
- HCI will schedule the waste for transportation;
- HCI will prepare all necessary documentation to include shipping documents and labeling requirements;
- If necessary, HCI will obtain an EPA ID number for LACDBH;
- Waste will be packaged, loaded on to truck, labels will be fixed to container, paperwork signed and copies left with the client for their files;
- HCI will then transport the waste to the designated facility and drop off for disposal;

- All paperwork will be signed by facility and proper documentation will be mailed back to LACDBH for their files.

HCI's Founders have responded to and managed multiple spill clean-ups ranging from one five gallon pail to 5000 gallons of crude oil in a historic fishing river located in Nevada. In doing so HCI has supported and assisted it's clients with communication to multiple regulatory agencies. Although HCI has not acted as an expert witness in court or arbitration, HCI is willing to assist its client in any way possible.

FORM P-3

QUALITY CONTROL PLAN

a. Who will supervise the removal services conducted by your employees?
C. Robert Guy, Les Livingston, Chris Tuley, Gregory J Parker

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
all deficiencies will be reviewed and handled in a timely fashion.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond? Depending on urgency, HCI will perform any correction within 2-4 hours to 48 hours.

d. How will you cover unexpected absences?
any schedule changes will be handled professionally and every effort will be made not to inconvenience our client.

e. How will you ensure the response times set by the Department are met?
HCI will put written procedures in place. These procedures will be followed by ALL HCI personnel.

f. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.
See procedures attached - Injury, Illness Prevention Plan and Safe Code of Practices.

X PRES. 3.28.07

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 7-8 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided removal of hazardous waste services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
9/2005	Current	City of Riverside	3780 Market St Riverside, CA 92504	Joe Michlig	(951) 314-5553	Transportation & Disposal of hazardous waste items. Provide emergency response services
6/2000	Current	City of Hemet	3777 Industrial ave Hemet, Ca 92343	Wade Edge	(951) 765-3777	Transportation & Disposal of hazardous waste items Provide emergency response services
3/2007	Current	City of Corona	815 W. 6th Street Corona, Ca 92882	Arlene Baker	(951) 279-3621	Pigeon Waste cleanup
6/2006	Current	City of San Bernardino	234 S. mountain Ave San Bernardino, Ca 92408	Randy Rolf	(951) 377-4051	Transportation & Disposal of all hazardous waste Provide emergency response services
7/2003	Current	Bear Valley USD	P O BOX 1529 Big Bear Lake Ca 92315	Jerry Pearry	(909) 821-3714	Trans and Disposal of all hazardous waste Emergency Services
4/2006	Current	alvord USD	10365 Keller ave Riverside, Ca 92505	Sherry Kind	(951) 509-5011	Trans and Disposal of all hazardous waste Emergency Services
6/2005	Current	Perris District Elementary School	699 S. Park ave Perris, Ca 92570	Carol Clifton	(951) 940-5110	Trans and Disposal of all hazardous waste Emergency Services
2/2007	Current	Perris Union High School District	155 E. 4th Street Perris, Ca 92571	Art Fritz	(951) 830-6975	Trans and Disposal of all hazardous waste Emergency Services

Add additional pages if necessary to list all experience with Government Agencies.

x [signature] PAES. 3.28.07

RIVATE INSTITUTIONS: N/A

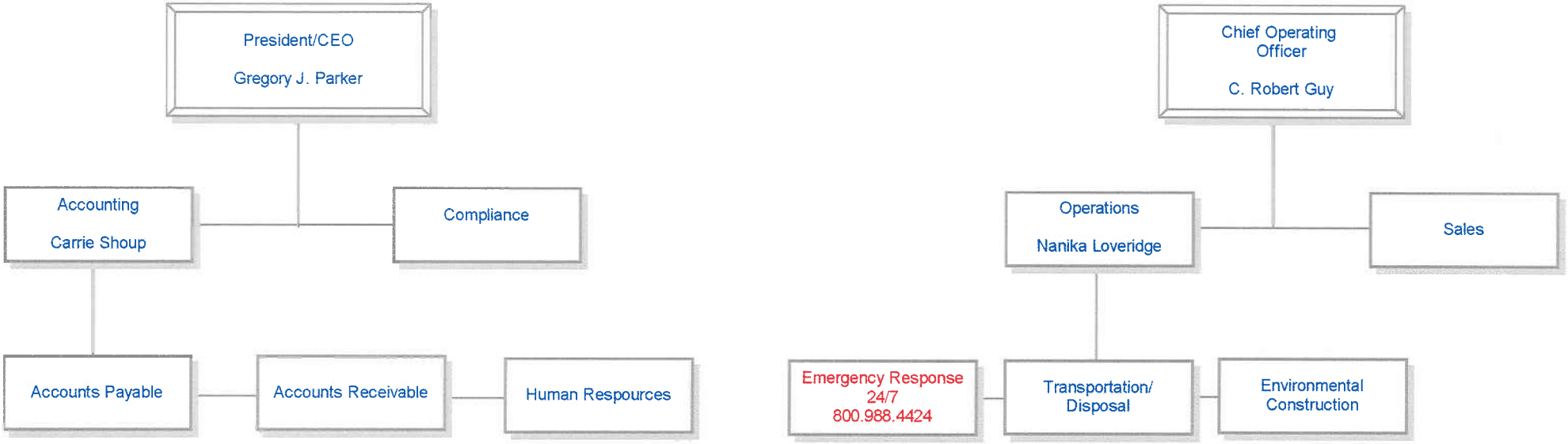
Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

How many full-time workers does your firm employ? 9

Attach an organizational chart or describe the organization of your firm: SEE ATTACHED

x [signature] DATE 3.28.07

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIEnv.com
1787 W. Pomona Rd., Ste. A, Corona, CA 92880
800.988.4424 Office 951.280.0118 Fax



4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Pacific Resource Recovery	3150 E. Pico Blvd LA, CA 90023	Vendor	Jeannette Bozort	(800) 499-7145
B. Stephen Cooperage	P O Box 9537 Ontario, Ca 91762	Vendor	Mike Stephen	(909) 591-2929
Enviro-chem, Inc.	1214 E. Lexington Ave Pomona, Ca 91766	Vendor	Curtis Desilets	(909) 590-5909
PIC Environmental Services	3628 Lynear Dr, #100 Claremont, Ca 91711	Vendor	Jim Hersch	(909) 593-2427

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

X PRES. 3.28.07

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer HCI Environmental & Engineering Service the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest: The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

President
Title

Signature

Gregory J. Parker
Name

3/28/07
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: HCI Environmental & Engineering Service, Inc.

☐ I AM NOT
☒ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 9

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino			1			
White	2		1			5

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Gregory J. Parker	[signature]	Pres.	3.28.07

FORM P-7

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	HCI Environmental & Engineering Service
Company Address:	1787 W. Pomona Road, Suite A
City: Corona	State: California Zip Code: 92880
Telephone Number:	(951) 280-0298
Solicitation For (Type of Services):	Hazardous Waste Transportation and Disposal Services

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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: Gregory J. Parker	Title: Pres
Signature:	Date: 3.26.07

FORM P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

HCI Environmental & Engineering Service
Company Name

1787 W. Perrora Road, Suite A Corona Ca 92880
Address

88-0463772
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.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

3/28/07
Date

Gregory J. Parker, President
Name and Title of Signer (please print)

Recycling & Disposal Facilities

Remedy Environmental
3200 E. Frontera St
Anahiem, Ca 92806
714-630-2307

Filter Recycling
180 W. Monte Ave
Rialto, Ca 92376
909-424-1630

Evergreen Environmental
16604 S San Pedro St
Carson, Ca 90746
310-769-0022

Demenno/Kerdoon
2000 N Alameda
Compton Ca, 90222
310-537-7100

Crosby & Overton
1630 W 17th St
Long Beach, Ca 90813
562-432-5445

Siemens Water Technologies
5375 W Boyle Ave
Los Angeles, Ca 90058
323-277-1500

Pacific Resource Recovery
3150 E Pico Blvd
Los Angeles, Ca 90023
800-499-7145

Phillip Environmental Inc
Rho-Chem Facility
425 Isis Ave
Inglewood, Ca 90301
323-776-6233

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

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

11/30/2006

HUNTER CONSULTING INC
1787 W POMONA RD STE A
CORONA, CA 92880

A Public Service Agency

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES MOTOR CARRIER SERVICES BRANCH P.O. BOX 932370 Sacramento, CA. 94232-3700	**Valid From:**	11/30/2006	**Valid Through:** 08/31/2007
	CA#:	**0333071**	
HUNTER CONSULTING INC 1787 W POMONA RD STE A CORONA, CA 92880	THE CARRIER NAMED ON THIS PERMIT, HAVING MADE WRITTEN APPLICATION TO THE DEPARTMENT OF MOTOR VEHICLES FOR A PERMIT TO OPERATE AS A MOTOR CARRIER OF PROPERTY AS DEFINED IN VEHICLE CODE SECTION 34601, AND HAVING MET THE REQUIREMENTS AND PAID THE APPROPRIATE FEES, IS GRANTED A PERMIT OF THE FOLLOWING CLASSIFICATION:		
Pmt Date: 09/15/2006	Office #: 154	**For Hire** **Full Year** **Corporation**	
Account #: 462771	Tech ID: MC		
Sequence #: 0008	Amt Paid: $120.00		

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

DMV 2100 MCP (NEW 10/2004)

A Public Service Agency

Close Window

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

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

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
176358	137055	8/28/2006		8/31/2007
CHP CARRIER NUMBER	LOCATION	☐ Duplicate		☐ Replacement
CA 333071		✔ Initial		☐ Renewal

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

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE

LICENSEE NAME AND MAILING ADDRESS

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W. POMONA ROAD, STE. A
CORONA CA 92880

ATTENTION:

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

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

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

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $ 2,000.00. (CVC Section 23112.5)

Close Window

State of California--Business, Transportation and Housing Agency ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
P. O. Box 942898
Sacramento, California 94298-0001
(916) 375-2810
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

August 7, 2006

ASSIGNMENT OF CARRIER IDENTIFICATION NUMBER CA **333071**

File No.: 42.A08328.ASSIGNMENT

HUNTER CONSULTING INC
1787 W POMONA RD STE A
CORONA, CA 92880

Your company has been assigned Carrier Number CA **333071** in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER). This is an automated file pertaining to motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about your company. It also allows the CHP to make better use of its inspection personnel by monitoring the overall safety operations of carriers. This is done by collecting information regarding citations, traffic accidents, hazardous material spills, and terminal evaluation ratings.

Your assigned Carrier Number must be displayed according to Vehicle Code Section 34507.5 (e.g., on both sides of at least one vehicle in a combination as described in Section 34500, any motortruck of two or more axles that is more that 10,000 pounds gross vehicle weight rating, or any other motortruck or motor vehicle used to transport property for compensation). Carriers displaying any one of the following valid numbers on their vehicle(s) are not required to display a CA number: a CAL-T number issued by the California Public Utilities Commission to household goods carriers; a TCP or PSC number issued by the California Public Utilities Commission to passenger carriers; or a DOT, MC or MX number issued by the former Interstate Commerce Commission (ICC) or the Federal Motor Carrier Safety Administration (FMCSA) to truck and passenger carriers. The number must be legible from 50 feet during normal daylight hours (approximately two inches high) and in a contrasting color to the background.

Example of proper display: CA 333071

If you have any questions regarding your assigned Carrier Number or the requirement to display the number, please contact the CHP Inland Division Motor Carrier Safety Unit at (909) 806-2414.

Close Window

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

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: HUNTER CONSULTING, INC. DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE
Attn: GREGORY J. PARKER
1787 W. POMONA RD., STE. A
CORONA, CA 92880

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: 071706 550 0000 Issued: 07/17/2006 Expires: 06/30/2007

Record Keeping Requirements for the Registration Program

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

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

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

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

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

Close Window

RECEIVED SEP 1 8 2006

United States Environmental Protection Agency
Region 9
75 Hawthorne Street , (WST-6)
San Francisco, CA 94105

September 12, 2006

GREGORY PARKER
HUNTER CONSULTING INC DBA HCI ENV
1787 W POMONA RD STE A
CORONA, CA 92880

The US Environmental Protection Agency (EPA) has assigned an EPA Identification (ID) number to your location. EPA has assigned this ID number in response to the RCRA Subtitle C Site Identification Form (8700-12) received from your RCRA Subtitle C Site on August 22, 2006.

By submitting the Form 8700-12, your RCRA Subtitle C Site has notified the EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

RCRA ID number: CAR000176826
is assigned to: HUNTER CONSULTING INC DBA HCI ENV
1787 W POMONA RD STE A
CORONA, CA 92880

EPA has listed your status as:

Not a Generator, Verified
Transporter
Used Oil Transporter

For assistance regarding RCRA regulations, access the following websites:
http://www.epa.gov/osw/ or http://epa.gov/reaionline/
or if you need a current version of the Subtitle C Identification Form (8700-12), access
http://www.epa.gov/epaoswer/hazwaste/data/form8700/forms.htm

For assistance with any other RCRA Notification questions please call the Notification Information Line listed below.

U.S. EPA Region 9
RCRA Notifications
75 Hawthorne Street
(WST-6 Tetra Tech)
San Francisco, CA 94105

Notification Line (415) 495-8895

Close Window

Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W. POMONA RD., STE. A
CORONA, CA 92880

TRANSPORTER REGISTRATION NUMBER: 5464

EXPIRATION DATE: September 30, 2007

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

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

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

SEP 14 2006

(DATE)

Printed on Recycled Paper

Close Window

South Coast
Air Quality Management District
21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 · www.aqmd.gov

PLAN ISSUE DATE December18,2002

COMPANY I.D.: 129921

Mitigation Plan/Application No. 409676

Applicant: Hunter Consulting, Inc.,
DBA HCI Environmental & Engineering Service
1787 W. Pomona Road, Suite A
Corona, CA 92880

Attention: Gregory J. Parker
Phone 909) 280-0298 Fax (None given)

VARIOUS LOCATIONS
RULE 1166 CONTAMINATED SOIL MITIGATION PLAN

Reference is made to your application (A/N 409676)-for the excavation and handling of VOC-contaminated soil at various locations within the South Coast Air Quality Management District.

In accordance with Rule 1166 (c), this approved plan is required prior to commencing excavation of any underground storage tank or transfer piping which has previously been used to store or transfer volatile organic compounds (VOC) or during the excavation, handling, or storage of VOC-contaminated soils.

The rights and privileges granted through the issuance of this plan are restricted exclusively to the plan holder to whom it was issued, and are non-transferable, even with the written or expressed consent of the plan holder listed above.

A VARIOUS LOCATIONS PLAN can be used at a site to excavate and remove a maximum of 2000 cubic yards of VOC contaminated soil at the site. Any treatment or additional excavation of VOC contaminated soil at the site will require the issuance of a SITE SPECIFIC plan by the AQMD. Multiple use of VARIOUS LOCATIONS PLANS to excavate over 2000 cubic yards of contaminated soil for the same site is prohibited per Rule 1166.

This excavation and mitigation plan has been approved under the provisions of Rule 1166 of the Rules and Regulations of the AQMD and is subject to the following conditions.

THIS PLAN WILL EXPIRE ONE YEAR FROM THE ISSUE DATE.

IF YOU WISH TO MAINTAIN A CURRENT PLAN AFTER THAT DATE, FILE AN APPLICATION FOR A NEW PLAN AT LEAST TWO MONTHS PRIOR TO THE EXPIRATION DATE OF THE CURRENT PLAN.

PLAN CONDITIONS

SECTION I – GENERAL REQUIREMENTS

1. A SIGNED COPY OF THIS PLAN SHALL BE PRESENT AT EACH EXCAVATION SITE AT ALL TIMES AND SHALL BE MADE AVAILABLE TO AQMD PERSONNEL UPON REQUEST.

Close Window

STATE OF CALIFORNIA

Contractors State License Board

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

HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE

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

C21 - BUILDING MOVING, DEMOLITION

Witness my hand and seal this day,
December 6, 2002

Issued December 4, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

788216
License Number

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

Close Window

STATE OF CALIFORNIA

Contractors State License Board

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

HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE

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

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
ASB - ASBESTOS
HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,
December 6, 2002

Issued December 4, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

788216
License Number

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

136-24 (REV. 7-01) OSP 01 59448

Close Window

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

Consumer Affairs

Building Quality

ASBESTOS CERTIFICATION

Pursuant to the provisions of Section 7058.5 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the asbestos certification examination:

REGISTRAR OF CONTRACTORS — DEPARTMENT OF CONSUMER AFFAIRS — STATE OF CALIFORNIA

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS my hand and official seal this 4 day of DECEMBER 2000

Registrar of Contractors

13L-35 (12-97)

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

A

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

Consumer Affairs

Building Quality

HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

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

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVIC

WITNESS my hand and official seal this 4 day of DECEMBER 2000

Registrar of Contractors

13L-36 (12/97)

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

Close Window

PROCUREMENT DIVISION
Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400 · PO Box 989052
West Sacramento, California 95798-9052 · (800) 559-5529

SB APP 20051101

November 1, 2005

REF# 0022207
HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W POMONA RD STE A
CORONA CA 92880

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entities you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From	To
CONSTRUCTION	10/20/2005	09/30/2008
SERVICE	10/20/2005	09/30/2008

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintained Your Online Certified Firm Profile

Close Window

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

9/15/2001 SR EH 97-920268

HCI ENVIRONMENTAL & ENGINEERING S
HUNTER CONSULTING INC
1101 CALIFORNIA AVE #100
CORONA, CA 92881

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address.

FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-R REV. 13 (6-00)

Close Window

BUSINESS LICENSE TAX CERTIFICATE

The Business License Tax Certificate does not permit business otherwise prohibited. The issuance of a Business License Tax Certificate, required by the provisions of Chapter 5 of the Corona Municipal Code, shall not entitle the holder thereof to carry on any business in any building or on any premises, designated on this Business License Tax Certificate, in the event such building or premises is located in a zone in which the conduct of such business is in violation of any law. This Certificate is used without verification that the licensee is subject to or exempt from licensing by the State of California.

CITY OF CORONA
400 South Vicentia Avenue
Corona, CA 92882-2187
(951) 736-2275

BUSINESS NAME: H C I Environmental & Engineering Service

BUSINESS LOCATION: 1787 Pomona Rd A Corona, CA 92880

BUSINESS OWNER: 1. Hunter Consulting Inc
2. Gregory J. Parker

BUSINESS TYPE DESCRIPTION:

ENGINEERING

H C I ENVIRONMENTAL & ENGINEERING SERVICE
1787 POMONA RD STE A
CORONA, CA 92880

License Number: 615471

Expiration Date: August 31, 2007

MUST BE POSTED FOR PUBLIC VIEWING

NOT TRANSFERABLE

Close Window

MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Executive Office

Certified Small Business Enterprise

April 20, 2004

Gregory Parker
Hunter Consulting, Inc.
1787 W. Pomona Road, Ste. A
Corona, CA 92880

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with The Metropolitan Water District of Southern California (Metropolitan). 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 Metropolitan and its reciprocating agencies LAUSD, city of San Diego and San Diego County Water Authority. Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541330, 238910, 562910
SBE Certificate Effective Date: 04-20-04
SBE Certificate Expiration Date: 04-20-07

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

Metropolitan 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. Metropolitan reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, Metropolitan may, in its sole discretion, disqualify this firm from participation in any Metropolitan 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 submit a new 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 notify Metropolitan's Business Outreach Office immediately at (213) 217-7444.

Bobbi A. Becker
Business Outreach Program Manager

000

700 N. Alameda Street, Los Angeles, California 90012 • Mailing Address: Box 54153, Los Angeles, California 90054-0153 • Telephone (213) 217-6000

Close Window

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2007

PRODUCER (559)485-7100 FAX: (559)485-6476
EATON & EATON INSURANCE BROKERS
2115 Kern Street, Suite 100

Fresno CA 93721

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

INSURED
Hunter Consulting, Inc., DBA: HCI
National Construction & Supply
1787 W. Pomona Rd., Ste. A
Corona CA 92880

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

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	GLO5874671-04	3/15/2007	3/15/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS X	BAP4909616-04	9/27/2006	9/27/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	SEO9048015-01	2/2/2007	2/2/2008	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
B		OTHER Environmental Consultants E&O Contractors Poll	PEC5231266-06	3/15/2007	3/15/2008	Each Claim Total All Claims Deductible	1,000,000 2,000,000 25,000

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

CERTIFICATE HOLDER

Evidence Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Thomas Eaton/KATHIE

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Wolters Kluwer Financial Services

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

C. Robert Guy

E-mail: Rguy@hcienv.com

Summary

Project/goal oriented ***EXECUTIVE MANAGER*** including both corporate and personal achievements with 16 years diversified staff, marketing, sales, engineering & construction, operations, project management, transportation, and regulatory compliance experience.

Experience

2000–Current ***Hunter Consulting, Inc.*** ***Corona, CA***

Chief Operating Officer

As Chief Operating Officer of Hunter Consulting, Inc./HCI Environmental & Engineering Service (HCI), I am involved in the management and development of various company departments as well as assist in the conception and implementation of new policies and procedures. The management team works closely together to provide excellent products and services ultimately benefiting the customer. Responsible for review of financial matters regarding banking & financing, employee development, equipment purchases, etc. Maintain good public relations with ongoing customers and the local community organizations.

Environmental

Focused on hazardous/non-hazardous waste transportation and disposal of containerized and bulk material, environmental engineering, asbestos, lead, and mold abatement, installation and removal of aboveground/below ground storage tanks, soil excavation /remediation, demolition, and 24 hour/7day a week emergency response. We are committed to the disposal of all materials in compliance with all local, state, and federal regulations. Our customers are as wide spread as power cogeneration plants to property management companies throughout California.

1998–2000 ***Asbury Environmental, Inc.*** ***Fontana, CA***
1993–1998 ***Advanced Environmental, Inc.*** ***Fontana, CA***

* Change of employer due to acquisition of Advanced Environmental, Inc. by DeMenno/Kerdoon Corporation

District Sales Manager

The United States Largest waste oil, wastewater and anti-freeze recycler. The DeMenno/ Kerdoon group of companies to include Advanced Environmental, Inc. (Environmental Engineering and 24/7 Emergency Response to Hazardous Material Spill Incidents), Asbury Environmental Services (Transportation of Hazardous Waste via over 200 vehicles and Waste Management Practice), D/K Environmental (Fully permitted Treatment, Storage, Disposal Facility to Include All Liquids and Solid Waste Streams) and DeMenno/Kerdoon (Fully Permitted Treatment, Storage, Disposal Facility to Include Oil Recycling, Wastewater Treatment and Antifreeze Recycling) is California's premier Full Service Hazardous/Non-Hazardous Liquid/Solid Waste Management Company. 400 employees.

With over 8 years experience in the environmental management industry, I have focused on the Construction/Engineering aspects in the

environmental field. Developed the 24 hour/7 day a week Emergency Response Program for a nationwide transportation company. Have acted on behalf of the responsible party to the involved Regulatory Agencies, for numerous accidental spill clean-ups of client's hazardous materials onto soil, into waterways and major roadways. Experience also includes transportation and disposal of waste via pails, drums, tri-wall boxes, drum trucks, roll-off bins, vacuum trucks, roll-off bins and rail. Major projects include hazardous/non-hazardous soil excavation, building decontamination and asbestos abatement of buildings. Clients include oil refineries, transportation companies, property owners, manufacturing facilities, finance groups, property management companies, etc. Managed 25 sales representatives in Southern California. Implemented training course for new recruits — speeding profitability. Consistent contributions to corporate revenue and profit growth. Increased regional sales 65%. Assist in administrative development of the marketing/sales and customer service division.

1987–1993 G&G Distributing, Inc. Corona, CA
Senior Sales Representative
Responsible for sales throughout Southern California. Negotiated with potential customers for dealers of G&G products and services. Expanded the customer base by 75% and increased sales by 45%. Assisted with organizing and presenting exhibitions at industry conventions. Expanded sales team from 5 to 15representatives. Expanded sales to include mass market accounts.

1986–1987 Provident Federal Savings & Loan Villa Park, CA
Savings Counselor I

- Expanded territorial sales by 400%.
- Received company's highest sales award four years in a row.
- Developed Excellence In Sales training course.

Education

December 1989 Orange Coast College Orange, CA
- Associate of Arts Degree

May 1992 University of Southern California Los Angeles, CA
- Bachelor of Science, Business Administration

Gregory J. Parker

E-mail: Gparker@hcienv.com

Summary Project/goal oriented including both corporate and personal achievements with 14 years diversified staff, marketing, sales, engineering, operations, project management, and regulatory compliance experience. Servicing Industrial, Commercial and Public entities.

Professional Experience

Hunter Consulting, Inc.
dba HCI Environmental & Engineering Service, Corona, CA 10/99-Current
President, Founder and Shareholder

HCI is a full service environmental management firm making use of its experience and contacts in the industry to develop and grow into the nations premier engineering and waste management service provider.

Current Services Include:

- **Environmental Engineering**
  - Contaminated Soil Remediation/Excavation
  - Site Decontamination
  - UST/AST Removal and Installation
  - Confined Space Entry
  - Phase I,II & III
  - Asbestos Abatement
  - Tank Cleaning and Demolition

- **Hazardous Waste Disposal/Recycling/Treatment**
  - Containerized Waste Streams
  - Bulk Waste Streams
  - Hazardous and Non-Hazardous
  - Waste Sampling and Classification

- **Transportation**
  - Vacuum Tankers
  - Roll-off
  - Super Suckers
  - Box Vans
  - Bulk Tankers

- **Emergency Spill Response**
  - Train Car Derailment
  - Vehicle Turn-over
  - Punctured Fuel Tank
  - Spilled Containers
  - Contaminated Storm Drain

marketing and operations of a fully licensed hazardous waste treatment, storage, disposal, recycling and transportation facility.

Gregory J. Parker (Continued)

- Responsible for 1/3 ($5,000,000.00) of sales for company annually

- Developed and managed Regulatory Compliance/Customer Service Department to better serve existing and future client base. Development and oversight of system to computerize all regulatory shipping documents via WIXEL (i.e. uniform hazardous waste manifests, labels, profiles, LDR's) and generate reports to enhance customer service.

- Developed and managed overall operations of the environmental services division. Implemented systems in regards to work flow processes of administrative and accounting functions.

- Assisted in the successful merger of a privately held environmental firm: negotiations, requirements, due diligence, procure governmental agency approvals.

- Consistent contributions to corporate revenue and profit growth. Assist in administrative development of the marketing/sales and customer service division.

- Experience in over-sight of environmental construction / engineering projects.

Separation Recovery Systems, Inc. , Irvine, CA **9/88-9/89**
Project Manager

A fully permitted Transportable Treatment Unit, developed as a subcontractor to major oil producers for the treatment of their hazardous waste water. Provided business, engineering and regulatory support in regards to used oil, waste water and heavy metal treatment industry.

- Assisted in the management of a three phased centrifuge waste water treatment unit.

- Responsible for plant scheduling, record keeping and reporting.

Licenses Held

Class A-General Contractors License August 1993

California State Contractors License Board #675688
ASB-Asbestos Certification
HAZ-Hazardous Substances Removal
C-21 – Demolition

Registered Environmental Assessor June 1993

State of California Department of Toxic
Substances Control #05356

Gregory J. Parker (Continued)

Licenses Held, continued:

South Coast Air Quality Management District November 1995
Rule 463 Certified Auditor Program

South Coast Air Quality Management District #5112

Indoor Air Quality Association January 2003

Certified Mold Remediator # 02793

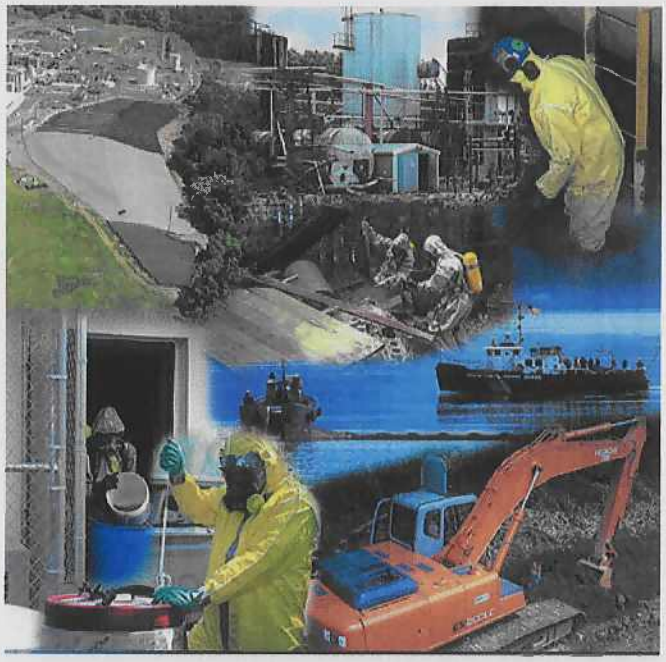
Professional Seminars and Training Classes to Include:

- American Management Association Hazardous Material
- Dale Carnegie Leadership Training for Managers
- Sales
- Management
- Finance
- Computer
- Environmental
- Transportation

Professional Membership(s):

- Hazardous Waste Association
- American Management Association
- California Manufacturer Association
- Solid Waste Association of North America
- Indoor Air Quality Association

Statement of Qualification



Presented To:

Ms. Susy Orellana
Los Angeles County Department of Beach's and Harbor's
13837 Fiji Way
Marina Del Ray, CA 90292

Presented By:

Les Livingston
Waste Management Division

ENVIRONMENTAL HCi & ENGINEERING

"A Full Service Environmental Management Company"

A-General Engineering State Contractors
License #788216

Hazardous Waste Transportation & Disposal Services Provided:

TEXACO

Chevron

- Sampling
- State Certified Analysis
- Profiling
- Manifesting
- Project Management
- Transportation
- Disposal
- Record Keeping
- Facility Auditing
- Risk Assessment
- Cost Analysis
- Servicing Small Quantity to Large Quantity Generators

Environmental Construction Services Provided:

- Asbestos Removal
- AST/UST:
  - Cleaning
  - Demolition
  - Installation
  - Removal
  - Tank Testing
  - SB989
  - Stage II Testing
- Soil Excavation / Remediation
- Phase I, II, III
- Site Decontamination

24 hour / 7 day a week Emergency Spill Response

Ask your representative for a free "Cost Analysis" and/or "Preliminary Facility Inspection"

www.HunterServices.net

So. California	No. California	Nevada
Los Angeles Metro	Sacramento Metro	Las Vegas Metro
(Corporate Office)		
1787 W Pomona Road, Suite A	915 L. Street, Suite C	101 S. Rainbow Blvd.
Corona, Ca 92880	Sacramento, Ca 95814	Las Vegas, NV 89128
800.988.4424	800.988.4424	800.988.4424
909.280.0118 Fax	916.444.3204 Fax	702.221.2711 Fax

As a convenience for our customers, we now accept Visa, Mastercard, and American Express.

ENVIRONMENTAL HCI & ENGINEERING

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIENV.com

March 28, 2007

Ms. Susy Orellana
Los Angeles County Department of Beach's and Harbor's
13837 Fiji Way
Marina Del Ray, CA 90292

Dear Ms. Orellana:

We appreciate the opportunity to submit our company information for your review and consideration. HCI Environmental & Engineering Service and its affiliates are fully licensed, insured, and permitted to assist with all of your Hazardous Waste and Environmental Construction requirements.

We specialize in Hazardous Waste Transportation and Disposal, Environmental Construction, Soil Remediation and Excavation, Asbestos, Mold, and Lead Abatement, as well as providing **24 hour/ 7 day a week Emergency Spill Response** services to our clients.

We look forward to meeting with you to discuss the services HCI Environmental & Engineering Service provides.

Sincerely,
HCI Environmental & Engineering Service

Les Livingston
Waste Management Division

Chevron

So. California
Los Angeles Metro
(Corporate Office)
1787 W. Pomona Rd, Ste. A
Corona, Ca 92880
800.988.4424
951.280.0118 Fax

No. California
Sacramento Metro
915 L. Street, Ste. C
Sacramento, Ca 95814
800.988.4424
916.444.3204 Fax

Nevada
Las Vegas Metro
101 S. Rainbow Blvd
Las Vegas, NV 89128
800.988.4424
702.221.2711 Fax

TEXACO

Section I:

Company Information

HCI Environmental & Engineering Service is a full service environmental management company. HCI utilizes its vast experience in the environmental industry to assist its clients in maintaining their environmental management programs and projects with an emphasis on ***Hazardous Waste Transportation/Disposal and Environmental Construction***.

HCI Environmental & Engineering Service is a "hands-on field services" company. HCI acts as both a General Contractor (#788216) and a sub-contractor enabling us to service our Consulting, Contracting, Government, Public Works, and Industrial Clients.

The following are examples of services HCI provides but are not limited to:

- **Hazardous/Non Hazardous Waste Disposal/Recycling**
  - Paint
  - Solvents
  - Petroleum Products
  - Soil
  - Acid
  - Caustic
  - Waste Water
  - Solid Waste
  - Liquid Waste
- **Hazardous/Non Hazardous Waste Transportation**
  - Box Van
  - Roll-off
  - Vacuum Tanker
  - Bulk Tanker
- **Environmental Construction**
  - Demolition
  - AST/UST Removal & Installation
  - Clarifier Removal & Installation
  - Soil Excavation/Remediation
  - Asbestos Abatement
  - Confined Space Enery
  - Phase I, II & III
- **Environmental Compliance**
  - Permitting
  - Work Plans
  - Health & Safety Plans
  - Sampling & Analysis
  - Waste Classification
- **24 hr/7 day a week Emergency Spill Response**

HCI Environmental & Engineering Service Builds Relationships

Along with HCI's longevity in the environmental industry come long-lasting relationships with its clients. HCI prides itself in becoming an integral part of our client's team, utilizing its ability to assist in completing both basic and complex segments of a defined project within budget and on time.

Please feel free to contact HCI Environmental & Engineering Service for any future environmental projects.

COMPANY REFERENCE

Company: **Hunter Consulting, Inc. dba**
HCI Environmental & Engineering Service

Address: 1787 W. Pomona Road, Suite A
Corona, CA 92880

Phone: 800.988.4424
951.280.0298 Office 951.280.0118 Fax

Contact: Gregory J. Parker – gparker@hcienv.com
C. Robert Guy – rguy@hcienv.com

Website: www.HCIENV.com

Entity Status: Corporation

State of Incorporation: Nevada **Date of Incorporation:** 04/00

Federal Tax I.D. #: 88-0463772 **Dunn & Bradstreet #:** 79-944-9827

A – General Engineering Contractors State License #: 788216
-C-21 Demolition
-Hazardous Substances Removal and Remedial Actions Certification
-Asbestos Certification
-Home Improvement Certification

EPA Identification (ID) #: CAR000176826

Hazardous Materials Transportation License #: 137055

Insurance/Bonding: **EATON & EATON**
Contact: Tom Eaton
2014 Tulare Street
Fresno, CA 93779
559.485.7100 Office
559.485.6476 Fax

BANK/CREDIT REFERENCE

Bank Information:

Union Bank of California
Rancho Cucamonga #334
11551 Foothill Blvd.
Rancho Cucamonga, CA 91730
909.944.2421 Office 909.948.0069 Fax
Contact: Maria Evans, Branch Manager

Trade/Credit References:

Pacific Resource Recovery
3150 East Pico Blvd.
Los Angeles, CA 90023
(800) 499-7145 Office / (323) 264-4278 Fax
Contact: Jeannette Bozant / Credit
Credit Limit: $25k
Terms: 30 days

B. Stephen Cooperage
PO Box 9537
Ontario, Ca 91762
(909) 591-2929 Office / (909) 591-1811
Contact: Mike Stephen / President
Credit Limit: $5k
Terms: 30 days

Enviro-Chem, Inc.
1214 E. Lexington Avenue
Pomona, CA 91766
(909) 590-5905 Office / (909) 590-5907 Fax
Contact: Curtis Desilets / Lab Director Vice President
Credit Limit: $20k
Terms: 30 days

PIC Environmental Services
3628 Lynoak Drive, Suite 100
Claremont, Ca 91711
(909) 593-2427 Office / (909) 593-2105 Fax
Contact: J. Tim Hersch / President
Credit Limit: $10K
Terms: 30 days

ENGINEERING/CONSTRUCTION EQUIPMENT LIST

- Track Excavator
- 2 ½ Yard Rubber Tire Loader
- 3 Yard Rubber Tire Loader
- 4 ½ Yard Rubber Tire Loader
- 6 Yard Rubber Tire Loader
- 4 Yard Track Loader
- 450 Crawler to Include Slope Board
- D6 Crawler to Include Slope Board
- Single Drum Sheepsfoot Compactor
- Backhoe
- 7 Yard Dump Truck
- 2000 Gallon Water Truck
- 2000 Gallon Water Truck 4x4
- 824 Rubber Tire Dozer
- 25 Ton End-Dump Truck
- 19 Yard Elevating Scraper
- 11 Yard Elevating Scraper
- 49,000 # Excavator
- Skid Steer to Include Breaker
- Motor Grader
- Skip Loader

HAZARDOUS WASTE/EMERGENCY RESPONSE EQUIPMENT LIST

- (1) 5,500 Gallon Stainless Vacuum Tanker(s)
- (8) 8,500 Gallon Bulk Tanker(s)
- (3) Fuel Filtration Units to Include Truck and Trailer
- (1) Ford F550 Fully Equipped Emergency Spill Response Vehicle
- (1) Polaris 500 Quad-Runner to Include Trailer
- (1) 28' Truck and Trailer
- (1) 53' Truck and Trailer
- (3) Transportable High-Pressure/Steam Units
- (3) Ford F150
- (3) Dodge 1500
- (1) Ford F350
- (1) 24' Freightliner Stakebed
- (1) 6,500 Gallon Waste Oil Route Collection Truck

PROJECT REFERENCE TABLE

PROJECT	LOCATION	DESCRIPTION OF SERVICE
SOCO Petroleum	El Centro, CA	**Emergency Response:** Responded to a diesel spill via a tanker truck and trailer; Cleaned up > 40,000 gallons of contaminated water and >10,000 tons of diesel impacted soil to the satisfaction of all regulatory agencies involved.
Precision Pipeline	Fontana, CA	**Emergency Response:** Bio-hazard spill (raw sewage and petroleum hydrocarbon); The City of Fontana main sewer line was damaged by a sewer repair company during excavation. Raw sewage was exposed to soil, storm drains and canals. Removal of all soil, debris and rinsate.
Bank of America, Coast Federal Bank and other financial institutions	Various locations throughout CA	**Site Assessments:** Prepared and reviewed Phase I, II & III ESA's to allow property title transfers.
Chemical Distribution Facility	Los Angeles, CA	**Site Characterization and Remediation:** Performed subsurface and water monitoring investigations to determine extent of soil contamination and plume extent.
Lockheed/Martin Skunkworks Facility	Ontario, CA	**Site Characterization and Remediation:** Remedial investigation and excavation of solvent contaminated soil, UST removal, and structural decontamination to include various airplane hangers and trenching.
San Pedro Fish Market	San Pedro, CA	**Site Characterization and Remediation:** Preparation of work plan, HASP for excavation and removal of approximately 500 linear feet of underground product (diesel) piping and contaminated soil. Installation of a petroleum impacted soil remediation system.
Modine Corporation	Whittier, CA	**Site Characterization and Remediation:** Site assessment of former radiator manufacturing facility including the excavation of heavy metal contaminated soil.

PROJECT	LOCATION	DESCRIPTION OF SERVICE
Disneyland Hotel	Anaheim, CA	**Site Characterization and Remediation:** Diesel contaminated soil excavation and disposal, including extensive excavation sidewall shoring installation due to poor soil stability.
Claremont Colleges	Claremont, CA	**Site Characterization and Remediation:** Site assessment, excavation, transportation and recycling of >10,000 tons of petroleum impacted soil.
Advanced Fuel Filtration Systems, Inc.	Corona, CA	**Asbestos Abatement:** Removal and replacement of >15,000 square feet of floor and ceiling asbestos related material
Fleming Metal Fabricators	Los Angeles, CA	**Site Characterization and Remediation:** Deep drilling excavation of heavy metal contaminated soil and slurry backfill.
BFM Energy	Santa Ana, CA	**Site Characterization and Remediation:** RCRA abatement, decontamination, de-commission, excavation and backfill/engineered bio-treatment.
Container Corp. of America	Los Angeles, CA	**Site Characterization and Remediation:** Preparation of Work Plan and HASP prior to performing deep drilling excavation of > 10,000 tons of petroleum impacted soil to include slurry backfill.
PAMCO Manufacturing	Rancho Dominguez, CA	**Site Characterization, UST and Clarifier Removal:** Removal of 500 gallon UST and underground clarifier. Excavation of > 2,500 tons of petroleum impacted soil.
U.S. Postal Service	Various locations, Southern CA	**UST Removal and Installation:** Removal of 12 UST's and installation of 8 UST's
Edwards Air Force Base	Edwards AFB, CA	**UST Removal and UST/AST Installations:** Removal of >200 UST's including the subsequent site investigations to determine the level of contamination. Installation of various USTs and ASTs.
Whitney Machinery	Grand Terrace, CA	**UST Removal and AST Installation:** Removal of two UST's and installation of one UST
KENKO, Inc.	Chandler, CA	**Confined Space Oversight:** Provided oversight of confined space procedures for pipeline contractor through a municipal landfill company. Approximately ½ mile of pipeline installed.

PROJECT	LOCATION	DESCRIPTION OF SERVICE
Kiewit Washington	Pasadena, CA	**UST Removal:** Removal and closure of (2) 550 gallon UST's to include soil sampling and closure report.
PCA Aerospace, Inc.	El Segundo, CA	**Site Characterization and Remediation:** Site Assessment, excavation, transportation, and recycling of 98 tons of petroleum impacted soil.
City of Visalia	Visalia, CA	**Lead Abatement:** Preparation of work plan, HASP for lead abatement of >12,000 linear feet of large diameter sewer lines.
Advanced Fuel Filtration Systems, Inc.	Bridgeport, CA	**Emergency Response:** Responded to a > 2000 gallon crude oil spill into a waterway via a tanker truck and trailer; Due to freezing weather conditions, material developed into a semi-solid state; Material was cleaned from the surface and water column; Initial clean-up consisted of 60 people and various pieces of equipment and supplies; HCI was lead project manager while acting as Responsible Party for Client
M Stephens Manufacturing	Cudahy, CA	**Asbestos Abatement:** Removal and replacement of >12,000 square feet of asbestos related floor tiles.
CIM Group, Inc.	San Diego, CA	**UST Removal:** Removal of (1) 1500 gallon steel UST containing fuel oil and excavation, transportation, and recycling of 105 tons of petroleum impacted soil.
Farmers Insurance Group	Locations throughout Southern California	**Asbestos Abatement:** Testing and subsequent remediation of asbestos contaminated flooring, tile mastic, and miscellaneous materials.
URS Corporation of America	Goleta, CA	**Vapor Extraction System Installation:** Install and test a ground water and vapor extraction system for a former dry cleaner. Work performed in multi-phases to include soil sampling, excavation and disposal.
Griffith Company	Los Angeles, Ca	**Lead Abatement:** Removal, encapsulation, and disposal of lead based paint contaminated steel doors.

PROJECT	LOCATION	DESCRIPTION OF SERVICE
County of San Diego	San Diego, Ca	**Lead Abatement:** Removal and disposal of lead based paint on a historically significant residence. Restored residence to original condition. Repair and replace rotting wood facia.
Pacific Coast Transport Refrigeration	Fontana, Ca	**Emergency Response:** Respond to a 1,000 gallon diesel sill. Contain, test, remediate contaminated soil, backfill cavity, and replace asphalt and concrete from property. Work in conjunction with county and local authorities.
Bear Valley Unified School District	Big Bear, CA	**Hazardous Waste Removal:** Classify, Package, Transport, and Dispose of large quantities of unused and expired chemicals to prepare USD for inspection by local authorities.
Hood Communications, Inc.	Norco, Ca	**Reporting:** Prepare and Submit Spill Prevention, Control, and Countermeasure plan in compliance with EPA regulations.

Section II:

Licenses, Certifications, and Professional Associations

STATE OF CALIFORNIA

Contractors State License Board

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

HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE

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

C21 - BUILDING MOVING, DEMOLITION

Witness my hand and seal this day,

December 6, 2002

Issued December 4, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

788216

License Number

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

13L-24 (REV. 7-01) OSP 01 59448

AUDIT NO: 280449

STATE OF CALIFORNIA

Contractors State License Board

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

HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE

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

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
ASB - ASBESTOS
HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,

December 6, 2002

Issued December 4, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

788216

License Number

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

13L-24 (REV. 7-01) OSP 01 59448

AUDIT ID 190668

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

State of California Department of Consumer Affairs

Building Quality

ASBESTOS CERTIFICATION

Pursuant to the provisions of Section 7058.5 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the asbestos certification examination:

DEPARTMENT OF CONSUMER AFFAIRS — REGISTRAR OF CONTRACTORS — STATE OF CALIFORNIA

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS my hand and official seal this 4 day of DECEMBER 2000

Registrar of Contractors

13L-35 (12/97)

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

A

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

State of California Department of Consumer Affairs

Building Quality

HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

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

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS my hand and official seal this 4 day of DECEMBER 2000

Registrar of Contractors

13L-36 (12/97)

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

A

State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20051101

November 1, 2005

REF# 0022207
HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W POMONA RD STE A
CORONA CA 92880

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From	To
CONSTRUCTION	10/20/2005	09/30/2008
SERVICE	10/20/2005	09/30/2008

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintained Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDC of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certfication application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDC receptionist), by e-mail cleta.gidcumb@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Cleta Gidcumb
Certification Officer
Office of Small Business and DVBE Certification

Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

***Construction firms are classified by their California contractor's license classification(s).**

Industry	4-Digit SIC Code*	SIC Code Description
CONSTRUCTION	A	General Engineering
	ASB	Asbestos Removal Certification
	C-21	Building moving, wrecking
	HAZ	Hazardous Substance Removal Certification
SERVICE	4813	Telephone communications, except radiotelephone
	4953	Refuse systems
	7373	Computer integrated systems design
	8711	Engineering services

MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Executive Office

Certified Small Business Enterprise

April 20, 2004

Gregory Parker
Hunter Consulting, Inc.
1787 W. Pomona Road, Ste. A
Corona, CA 92880

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with The Metropolitan Water District of Southern California (Metropolitan). 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 Metropolitan and its reciprocating agencies LAUSD, city of San Diego and San Diego County Water Authority. Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541330, 238910, 562910
SBE Certificate Effective Date: 04-20-04
SBE Certificate Expiration Date: 04-20-07

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

Metropolitan 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. Metropolitan reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, Metropolitan may, in its sole discretion, disqualify this firm from participation in any Metropolitan 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 submit a new 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 notify Metropolitan's Business Outreach Office immediately at (213) 217-7444.

Bobbi A. Becker
Business Outreach Program Manager

000

South Coast
Air Quality Management District
21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

PLAN ISSUE DATE December18, 2002

COMPANY I.D.: 129921

Mitigation Plan/Application No. 409676

Applicant: Hunter Consulting, Inc.,
DBA HCI Environmental & Engineering Service
1787 W. Pomona Road, Suite A
Corona, CA 92880

Attention: Gregory J. Parker
Phone 909) 280-0298 Fax (None given)

VARIOUS LOCATIONS
RULE 1166 CONTAMINATED SOIL MITIGATION PLAN

Reference is made to your application (A/N 409676)-for the excavation and handling of VOC-contaminated soil at various locations within the South Coast Air Quality Management District.

In accordance with Rule 1166 (c), this approved plan is required prior to commencing excavation of any underground storage tank or transfer piping which has previously been used to store or transfer volatile organic compounds (VOC) or during the excavation, handling, or storage of VOC-contaminated soils.

The rights and privileges granted through the issuance of this plan are restricted exclusively to the plan holder to whom it was issued, and are non-transferable, even with the written or expressed consent of the plan holder listed above.

A VARIOUS LOCATIONS PLAN can be used at a site to excavate and remove a maximum of 2000 cubic yards of VOC contaminated soil at the site. Any treatment or additional excavation of VOC contaminated soil at the site will require the issuance of a SITE SPECIFIC plan by the AQMD. Multiple use of VARIOUS LOCATIONS PLANS to excavate over 2000 cubic yards of contaminated soil for the same site is prohibited per Rule 1166.

This excavation and mitigation plan has been approved under the provisions of Rule 1166 of the Rules and Regulations of the AQMD and is subject to the following conditions.

THIS PLAN WILL EXPIRE ONE YEAR FROM THE ISSUE DATE.

IF YOU WISH TO MAINTAIN A CURRENT PLAN AFTER THAT DATE, FILE AN APPLICATION FOR A NEW PLAN AT LEAST TWO MONTHS PRIOR TO THE EXPIRATION DATE OF THE CURRENT PLAN.

PLAN CONDITIONS

SECTION I – GENERAL REQUIREMENTS

1. A SIGNED COPY OF THIS PLAN SHALL BE PRESENT AT EACH EXCAVATION SITE AT ALL TIMES AND SHALL BE MADE AVAILABLE TO AQMD PERSONNEL UPON REQUEST.

BUSINESS LICENSE TAX CERTIFICATE

The Business License Tax Certificate does not permit business otherwise prohibited. The issuance of a Business License Tax Certificate, required by the provisions of Chapter 5 of the Corona Municipal Code, shall not entitle the holder thereof to carry on any business in any building or on any premises, designated on this Business License Tax Certificate, in the event such building or premises is located in a zone in which the conduct of such business is in violation of any law. This Certificate is used without verification that the licensee is subject to or exempt from licensing by the State of California.

CITY OF CORONA

400 South Vicentia Avenue
Corona, CA 92882-2187
(951) 736-2275

BUSINESS NAME: H C I Environmental & Engineering Service

BUSINESS LOCATION: 1787 Pomona Rd A Corona, CA 92880

BUSINESS OWNER: 1. Hunter Consulting Inc
2. Gregory J. Parker

BUSINESS TYPE DESCRIPTION:

ENGINEERING

H C I ENVIRONMENTAL & ENGINEERING
SERVICE
1787 POMONA RD STE A
CORONA, CA 92880

License Number: 615471

Expiration Date: August 31, 2007

MUST BE POSTED FOR PUBLIC VIEWING

NOT TRANSFERABLE

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

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: HUNTER CONSULTING, INC. DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE
Attn: GREGORY J. PARKER
1787 W. POMONA RD., STE. A
CORONA, CA 92880

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: 071706 550 099O Issued: 07/17/2006 Expires: 06/30/2007

Record Keeping Requirements for the Registration Program

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

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

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

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

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

Linda S. Adams
Secretary for
Environmental Protection

Department of Toxic Substances Control

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W. POMONA RD., STE. A
CORONA, CA 92880

TRANSPORTER REGISTRATION NUMBER: 5464

EXPIRATION DATE: September 30, 2007

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

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

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

SEP 14 2006

(DATE)

Printed on Recycled Paper

United States Environmental Protection Agency
Region 9
75 Hawthorne Street, (WST-6)
San Francisco, CA 94105

September 12, 2006

GREGORY PARKER
HUNTER CONSULTING INC DBA HCI ENV
1787 W POMONA RD STE A
CORONA, CA 92880

The US Environmental Protection Agency (EPA) has assigned an EPA Identification (ID) number to your location. EPA has assigned this ID number in response to the RCRA Subtitle C Site Identification Form (8700-12) received from your RCRA Subtitle C Site on August 22, 2006.

By submitting the Form 8700-12, your RCRA Subtitle C Site has notified the EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

RCRA ID number: CAR000176826
is assigned to: HUNTER CONSULTING INC DBA HCI ENV
1787 W POMONA RD STE A
CORONA, CA 92880

EPA has listed your status as:

Not a Generator, Verified
Transporter
Used Oil Transporter

For assistance regarding RCRA regulations, access the following websites:
http://www.epa.gov/osw/ or http://epa.gov/rcraonline/
or if you need a current version of the Subtitle C Identification Form (8700-12), access
http://www.epa.gov/epaoswer/hazwaste/data/form8700/forms.htm

For assistance with any other RCRA Notification questions please call the Notification Information Line listed below.

U.S. EPA Region 9
RCRA Notifications
75 Hawthorne Street
(WST-6/Tetra Tech)
San Francisco, CA 94105

Notification Line (415) 495-8895

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

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

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
176358	137055	8/28/2006		8/31/2007

CHP CARRIER NUMBER	LOCATION		
CA 333071		☐ Duplicate	☐ Replacement
		☑ Initial	☐ Renewal

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

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE

LICENSEE NAME AND MAILING ADDRESS

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE
1787 W. POMONA ROAD, STE. A
CORONA CA 92880

ATTENTION:

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

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

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

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $ 2,000.00. (CVC Section 23112.5)

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

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

11/30/2006

HUNTER CONSULTING INC
1787 W POMONA RD STE A
CORONA, CA 92880

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

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH
P.O. BOX 932370 Sacramento, CA. 94232-3700

Valid From:	11/30/2006	**Valid Through:**	08/31/2007
CA#:	**0333071**		

HUNTER CONSULTING INC
1787 W POMONA RD STE A
CORONA, CA 92880

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

For Hire
Full Year
Corporation

Pmt Date:	09/15/2006	Office #:	154
Account #:	462771	Tech ID:	MC
Sequence #:	0008	Amt Paid:	$120.00

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

State of California--Business, Transportation and Housing Agency ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
P. O. Box 942898
Sacramento, California 94298-0001
(916) 375-2810
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

August 7, 2006

ASSIGNMENT OF CARRIER IDENTIFICATION NUMBER CA **333071**

File No.: 42.A08328.ASSIGNMENT

HUNTER CONSULTING INC
1787 W POMONA RD STE A
CORONA, CA 92880

Your company has been assigned Carrier Number CA **333071** in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER). This is an automated file pertaining to motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about your company. It also allows the CHP to make better use of its inspection personnel by monitoring the overall safety operations of carriers. This is done by collecting information regarding citations, traffic accidents, hazardous material spills, and terminal evaluation ratings.

Your assigned Carrier Number must be displayed according to Vehicle Code Section 34507.5 (e.g., on both sides of at least one vehicle in a combination as described in Section 34500, any motortruck of two or more axles that is more that 10,000 pounds gross vehicle weight rating, or any other motortruck or motor vehicle used to transport property for compensation). Carriers displaying any one of the following valid numbers on their vehicle(s) are not required to display a CA number: a CAL-T number issued by the California Public Utilities Commission to household goods carriers; a TCP or PSC number issued by the California Public Utilities Commission to passenger carriers; or a DOT, MC or MX number issued by the former Interstate Commerce Commission (ICC) or the Federal Motor Carrier Safety Administration (FMCSA) to truck and passenger carriers. The number must be legible from 50 feet during normal daylight hours (approximately two inches high) and in a contrasting color to the background.

Example of proper display: CA 333071

If you have any questions regarding your assigned Carrier Number or the requirement to display the number, please contact the CHP Inland Division Motor Carrier Safety Unit at (909) 806-2414.

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

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2006-2007

Registrant: HUNTER CONSULTING, INC. DBA HCI
ENVIRONMENTAL & ENGINEERING
Attn: GREGORY J. PARKER
1787 W. POMONA RD., STE. A
CORONA, CA 92880

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: 071706 550 099O **Issued: 7/21/2006** **Expires: 6/30/2007**

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-60, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, telephone (202) 366-4109.

Section III:

Examples of Various Training Certifications Obtained by all HCI Personnel

INDOOR AIR QUALITY ASSOCIATION

ASSOCIATION INC.

2003 MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

C. Robert Guy

Membership ID #2512

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

Glenn E. Fellman, Executive Director

INDOOR AIR QUALITY ASSOCIATION

ASSOCIATION INC.

2003 MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Gregory J. Parker

Membership ID #2526

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

Glenn E. Fellman, Executive Director

IAQ Training Institute

Certified Mold Remediation

Training Course

C. Robert Guy

has attended the three-day Certified Mold Remediation training course. The training course included detailed instruction on current guidelines with respect to mold remediation in residential, public and commericial buildings.

Presented by: *IAQ Training Institute, 46 South Linden Street Duquesne, PA 15110.*

GUYCROB
MRS012103GAGRVCA

Location: Garden Grove, CA

Examination: Not Applicable

Course Date: January 21 - January 23, 2003

Certificate Number: IAQ03-10-0403

President:

Joseph A. Hughes, Jr.

SAFETY UNLIMITED, INC.

OSHA Compliant Safety Training & Consulting

335 Valley Gate Rd. Simi Valley, California 93065
888 309-7233 * 805 306-8027 * 805 526-0377
www.SafetyUnlimited.com

Certifies that

CHRIS TURLEY

has successfully completed

8 Hour HAZWOPER Refresher Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120

Julius P. Griggs

Julius P. Griggs
Instructor #892

10/3/2005

05100343303
Certificate Number

TO VERIFY THE VALIDITY OF THIS CERTIFICATE, go to www.SafetyUnlimited.com/certificate.htm

Certificate

ASAP Drug Solutions, Inc.

This is to certify that

Carrie Shoup

has successfully completed

Designated Employer Representative

Training Course on February 22, 2006

Expiration Date: 02/22/2007

Instructor: Cynthia Perez

Certificate Of Completion

Nathan LaJeunesse

(Ending four digits) SS# : 5773

Has attended and completed the training course entitled:

Asbestos 40 Hr. Contractor / Supervisor Course

DOSH Course # **CA-015-03**
Certificate # **ACSC013006004N**
Training Director: **Alan D. Dages**
Signature:

Start Date: **01/30/06**
Course End Date: **02/03/06**
Expiration Date: **02/02/07**
Instructor: **Guillermo Renteria**

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California

NATEC INTERNATIONAL
1100 Technology Circle – Suite A, Anaheim, CA 92805
www.natecintl.com 714/678-2750 800/969-3228 (FAX) 714/678-2757

TRAINING CERTIFICATION

This is to certify that

Les Livingston

has completed the

HAZARDOUS WASTE OPERATIONS & EMERGENCY RESPONSE (8-HOUR) TRAINING COURSE

and has been tested on the contents of the course, as required by the CAL/OSHA Code of Federal Regulations, 29 CFR, Section 1910.120 and California Code of Regulations, Title 8 CCR, Section 5192.

This training was conducted by **Bill Rosenthal, CI,** and was completed on May 4, 2005.

CI

Certified Instructor
3150 E. Pico Boulevard, Los Angeles, CA 90023

May 4, 2005

HCI Environmental Engineering

Employer

May 17, 2005

Date

Employer certifies that the required training as indicated above has been completed

TC15A-8

GOES 342
All Rights Reserved

Litho. in U.S.A.

SAFETY UNLIMITED, INC.

OSHA Compliant Safety Training & Consulting

690A East Los Angeles Ave.Suite. 180 Agoura Hills , CA 91301
888 309-7233 * 805 306-8027 * 805 526-0377
www.SafetyUnlimited.com

Certifies that

SHERYL CARTER

has successfully completed

8 Hour HAZWOPER Refresher Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

Julius P. Griggs
Julius P. Griggs
Instructor #892

11/15/2006
Issue Date

06111543193
Certificate Number

TO VERIFY THE VALIDITY OF THIS CERTIFICATE, go to www.SafetyUnlimited.com/certificate.htm

TRAINING CERTIFICATION

This is to certify that

Kristi Unruh

has completed the

LAND DISPOSAL RESTRICTION NOTIFICATION (LDRN)
& CERTIFICATION TRAINING COURSE

and has been tested on the contents of the course, as required by the Environmental Protection Agency's 40 CFR, Part 268 and the Department of Toxic Substances Control's Title 22 CCR, Chapter 18 Regulations.

This training was conducted by **Bill Rosenthal, CMI,** and was completed on November 21, 2006.

CMI

Certified Manifest Instructor
3150 E. Pico Boulevard, Los Angeles, CA 90023

November 21, 2006

HCI Environmental & Engineering SVC.

Employer

Employer certifies that the required training as indicated above has been completed

12/11/06

Date

4A

Section IV:

Key Personnel

Gregory J. Parker

E-mail: Gparker@hcienv.com

Summary Project/goal oriented including both corporate and personal achievements with 14 years diversified staff, marketing, sales, engineering, operations, project management, and regulatory compliance experience. Servicing Industrial, Commercial and Public entities.

Professional Experience

Hunter Consulting, Inc.
dba HCI Environmental & Engineering Service, Corona, CA 10/99-Current
President, Founder and Shareholder

HCI is a full service environmental management firm making use of its experience and contacts in the industry to develop and grow into the nations premier engineering and waste management service provider.

Current Services Include:

- **Environmental Engineering**
  - Contaminated Soil Remediation/Excavation
  - Site Decontamination
  - UST/AST Removal and Installation
  - Confined Space Entry
  - Phase I,II & III
  - Asbestos Abatement
  - Tank Cleaning and Demolition

- **Hazardous Waste Disposal/Recycling/Treatment**
  - Containerized Waste Streams
  - Bulk Waste Streams
  - Hazardous and Non-Hazardous
  - Waste Sampling and Classification

- **Transportation**
  - Vacuum Tankers
  - Roll-off
  - Super Suckers
  - Box Vans
  - Bulk Tankers

- **Emergency Spill Response**
  - Train Car Derailment
  - Vehicle Turn-over
  - Punctured Fuel Tank
  - Spilled Containers
  - Contaminated Storm Drain

DeMenno/Kerdoon Corporation, Compton, CA 8/98-10/99
***(Change of Employer due to Acquisition of Advanced Environmental, Inc. by DeMenno/Kerdoon Corporation)**
Executive Vice President

The United States Largest waste oil, wastewater and antifreeze recycler. The DeMenno/ Kerdoon group of companies to include Advanced Environmental, Inc. (Environmental Engineering and 24/7 Emergency Response to Hazardous Material Spill Incidents), Asbury Environmental Services (Transportation of Hazardous Waste via over 200 vehicles and Waste Management Practice), D/K Environmental (Fully permitted Treatment, Storage, Disposal Facility to Include All Liquids and Solid Waste Streams) and DeMenno/Kerdoon (Fully Permitted Treatment, Storage, Disposal Facility to Include Oil Recycling, Wastewater Treatment and Antifreeze Recycling) is California's premier Full Service Hazardous/Non-Hazardous Liquid/Solid Waste Management Company. 400 employees.

- Vice President of Sales/Marketing for The D/K Group of Companies (400 employees) and General Manager of Advanced Environmental, Inc. A fully permitted hazardous waste disposal facility (75 employees).

- Headed the project of consolidating AEI, AES, DKE and D/K to form the D/K Group of Companies

- Developed and managed External Quality Marketing Program in an effort to educate client base of 15,000 on all services provided by The D/K Group of Companies.

- Developed and managed Internal Quality Marketing Program in an effort educate employees of services provided. This has enabled services to be rendered internally rather than to an outside vendor. Also enables employees to understand services to be provided which, in turn, allows them to explain to potential clients.

- Assisted in redevelopment of accounting system, company wide, to include salesperson commission calculation structure, reformatting of financial reports and general ledger.

- Performed extensive research on the Municipal Solid/Liquid Waste Industry to include Recycling Methods; Transportation; Incineration; Waste-to-Energy; Sorting Equipment; Recyclables Markets

Advanced Environmental, Inc., Fontana, CA 9/89-8/98
Executive Vice President, Founder and Shareholder

A fully permitted hazardous waste treatment, storage, disposal, recycling facility accompanying a services division to include the following: Hazardous waste transportation of RCRA and non-RCRA bulk and containerized waste streams, environmental consulting and environmental engineering to include underground storage tank removal/installation, soil remediation and demolition projects. Revenues of $15m annually. 75 employees.

- Primary principle shareholder of start-up environmental disposal, consulting, transportation and engineering firm. Senior Executive responsible for

marketing and operations of a fully licensed hazardous waste treatment, storage, disposal, recycling and transportation facility.

Gregory J. Parker (Continued)

- Responsible for 1/3 ($5,000,000.00) of sales for company annually

- Developed and managed Regulatory Compliance/Customer Service Department to better serve existing and future client base. Development and oversight of system to computerize all regulatory shipping documents via WIXEL (i.e. uniform hazardous waste manifests, labels, profiles, LDR's) and generate reports to enhance customer service.

- Developed and managed overall operations of the environmental services division. Implemented systems in regards to work flow processes of administrative and accounting functions.

- Assisted in the successful merger of a privately held environmental firm: negotiations, requirements, due diligence, procure governmental agency approvals.

- Consistent contributions to corporate revenue and profit growth. Assist in administrative development of the marketing/sales and customer service division.

- Experience in over-sight of environmental construction / engineering projects.

Separation Recovery Systems, Inc. , Irvine, CA **9/88-9/89**
Project Manager

A fully permitted Transportable Treatment Unit, developed as a subcontractor to major oil producers for the treatment of their hazardous waste water. Provided business, engineering and regulatory support in regards to used oil, waste water and heavy metal treatment industry.

- Assisted in the management of a three phased centrifuge waste water treatment unit.

- Responsible for plant scheduling, record keeping and reporting.

Licenses Held

Class A-General Contractors License August 1993

California State Contractors License Board #675688
ASB-Asbestos Certification
HAZ-Hazardous Substances Removal
C-21 – Demolition

Registered Environmental Assessor June 1993

State of California Department of Toxic
Substances Control #05356

Gregory J. Parker (Continued)

Licenses Held, continued:

South Coast Air Quality Management District November 1995
Rule 463 Certified Auditor Program

South Coast Air Quality Management District #5112

Indoor Air Quality Association January 2003

Certified Mold Remediator # 02793

Professional Seminars and Training Classes to Include:

- American Management Association Hazardous Material
- Dale Carnegie Leadership Training for Managers
- Sales
- Management
- Finance
- Computer
- Environmental
- Transportation

Professional Membership(s):

- Hazardous Waste Association
- American Management Association
- California Manufacturer Association
- Solid Waste Association of North America
- Indoor Air Quality Association

Chris A. Turley

Email: Chris_hci@msn.com

Summary of qualifications

Environmental Construction & Engineering Services

- Mr. Turley has a total of 18 years of diversified experience in the construction industry, 11 years specifically related to environmental related projects. He started out in the industry by joining the Carpenters Union and working as a carpenter with a contractor that constructed concrete parking structures and mid/high rise buildings. He then worked for a major commercial roofing contractor for several years installing roofing eventually becoming a project foreman. In the mid 80's Mr. Turley went to work for a commercial developer as a Project Manager, his responsibilities included the coordination and oversight of tenant improvement construction projects and up keep and maintenance of commercial buildings and properties. In 1989 he went to work with a start up environmental services company Advanced Environmental, Inc. (AEI) and continued employment with AEI until June 2001. Please refer to section listed as "Professional experience" for information on his employment with AEI.

Professional experience

Division Manager, Construction & Engineering

- Mr. Turley started his employment with Advanced Environmental Inc. (AEI) in 1989 as an Environmental Technician assisting truck drivers with hazardous waste pick-ups. His duties included the categorizing, packaging, manifesting and transporting of hazardous waste. He also assisted vacuum truck drivers and operated vacuum trucks when required. After several years Mr. Turley was promoted to Operations Manager/Dispatcher. His duties in this position included hiring/termination of drivers and technicians, Truck licensing and permitting, purchasing of equipment and supplies and coordinating special projects such as underground storage tank removals, structural decontamination and confined space entry projects. This position eventually resulted in a full time position as Division Manager of Construction & Engineering services. These services included projects such as Environmental Site Assessments, Underground & Aboveground Storage Tank Removals And Installations, Structural Decontamination, Containment Area Construction and Emergency Response to Chemical Spills & Incidents. Mr. Turley's duties included but were not limited to performing job walks, preparing job cost estimates and proposals, Obtaining permits, coordinating sub-contractors and equipment for construction/engineering projects and managing a staff of personnel from administrative support to project managers. Mr.Turley has a great deal of experience in the construction industry with an emphasis on environmental related projects.

Professional memberships

State of California, California Environmental Protection Agency, Office of Environmental Health Hazard Assessment **Class I – Registered Environmental Assessor (REA) # 06311**

Education & Training

1979 - 1982 Canyon High School Anaheim Hills, CA
High School

- High School Graduate
- Department of Labor 29CFR 1910.120 training (40 Hour)
- Department of Labor 29CFR 1910.120 training (8 hour refresher)
- Department of Labor 29CFR 1910.146 & CCR Title 8, Section 5156-59 training (Confined Space Entry)
- Department of Labor 29CFR 1910.120 Supervisor training (8 hour)
- Emergency Response to Small Quantity Spills training (8 hours)
- Department of Transportation 49 CFR HM-181(126-F/181/215/315) training
- Fork Lift Training
- Fire Safety Training
- CPR & First Aid training

C. Robert Guy

E-mail: Rguy@hcienv.com

Summary

Project/goal oriented ***EXECUTIVE MANAGER*** including both corporate and personal achievements with 16 years diversified staff, marketing, sales, engineering & construction, operations, project management, transportation, and regulatory compliance experience.

Experience

2000–Current ***Hunter Consulting, Inc.*** ***Corona, CA***

Chief Operating Officer

As Chief Operating Officer of Hunter Consulting, Inc./HCI Environmental & Engineering Service (HCI), I am involved in the management and development of various company departments as well as assist in the conception and implementation of new policies and procedures. The management team works closely together to provide excellent products and services ultimately benefiting the customer. Responsible for review of financial matters regarding banking & financing, employee development, equipment purchases, etc. Maintain good public relations with ongoing customers and the local community organizations.

Environmental

Focused on hazardous/non-hazardous waste transportation and disposal of containerized and bulk material, environmental engineering, asbestos, lead, and mold abatement, installation and removal of aboveground/below ground storage tanks, soil excavation /remediation, demolition, and 24 hour/7day a week emergency response. We are committed to the disposal of all materials in compliance with all local, state, and federal regulations. Our customers are as wide spread as power cogeneration plants to property management companies throughout California.

1998–2000 ***Asbury Environmental, Inc.*** ***Fontana, CA***
1993–1998 ***Advanced Environmental, Inc.*** ***Fontana, CA***

* Change of employer due to acquisition of Advanced Environmental, Inc. by DeMenno/Kerdoon Corporation

District Sales Manager

The United States Largest waste oil, wastewater and anti-freeze recycler. The DeMenno/ Kerdoon group of companies to include Advanced Environmental, Inc. (Environmental Engineering and 24/7 Emergency Response to Hazardous Material Spill Incidents), Asbury Environmental Services (Transportation of Hazardous Waste via over 200 vehicles and Waste Management Practice), D/K Environmental (Fully permitted Treatment, Storage, Disposal Facility to Include All Liquids and Solid Waste Streams) and DeMenno/Kerdoon (Fully Permitted Treatment, Storage, Disposal Facility to Include Oil Recycling, Wastewater Treatment and Antifreeze Recycling) is California's premier Full Service Hazardous/Non-Hazardous Liquid/Solid Waste Management Company. 400 employees.

With over 8 years experience in the environmental management

industry, I have focused on the Construction/Engineering aspects in the environmental field. Developed the 24 hour/7 day a week Emergency Response Program for a nationwide transportation company. Have acted on behalf of the responsible party to the involved Regulatory Agencies, for numerous accidental spill clean-ups of client's hazardous materials onto soil, into waterways and major roadways. Experience also includes transportation and disposal of waste via pails, drums, tri-wall boxes, drum trucks, roll-off bins, vacuum trucks, roll-off bins and rail. Major projects include hazardous/non-hazardous soil excavation, building decontamination and asbestos abatement of buildings. Clients include oil refineries, transportation companies, property owners, manufacturing facilities, finance groups, property management companies, etc. Managed 25 sales representatives in Southern California. Implemented training course for new recruits — speeding profitability. Consistent contributions to corporate revenue and profit growth. Increased regional sales 65%. Assist in administrative development of the marketing/sales and customer service division.

1987–1993 G&G Distributing, Inc. Corona, CA
Senior Sales Representative
Responsible for sales throughout Southern California. Negotiated with potential customers for dealers of G&G products and services. Expanded the customer base by 75% and increased sales by 45%. Assisted with organizing and presenting exhibitions at industry conventions. Expanded sales team from 5 to 15representatives. Expanded sales to include mass market accounts.

1986–1987 Provident Federal Savings & Loan Villa Park, CA
Savings Counselor I

- Expanded territorial sales by 400%.
- Received company's highest sales award four years in a row.
- Developed Excellence In Sales training course.

Education

December 1989 Orange Coast College Orange, CA
- Associate of Arts Degree

May 1992 University of Southern California Los Angeles, CA
- Bachelor of Science, Business Administration

Section V:

Lien Information

ENVIRONMENTAL HCI & ENGINEERING

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIEnv.com

To Our Valued Customers,

This letter is a friendly reminder regarding our policy on California Preliminary Notices. It is HCI's policy to file preliminary notices on all our jobs for our customers. Your cooperation in this matter is vital. When we have a preliminary notice filed on a job, we are in a position to help our customers collect money owed to them, should a situation arise where you are not getting paid, it serves as a benefit for you as the contractor and us as the supplier.

Caprenos, Inc. files our preliminary notices. They are the services that we use to research the jobs and file the notices for us. They are available from 7:00 a.m. to 5:00 p.m. They can be reached at (858) 560-4722. We understand that our customers don't always work normal business hours and are often away from their offices. In these situations, you can simply fax the information to Caprenos directly. The fax number is (858) 278-2436 and is available 24 hours a day.

When you receive a call from Caprenos, or someone in our office regarding preliminary notice information it is important that you provide us with the information we need, whether that be by phone or fax. Your prompt attention in this matter is greatly appreciated.

If you have any questions regarding this letter, please feel free to call our office at (800) 988-4424.

Thank you,

Credit Department
HCI Environmental & Engineering Service

Chevron

So. California
Los Angeles Metro
(Corporate Office)
1787 W. Pomona Rd, Ste. A
Corona, Ca 92880
800.988.4424
951.280.0118 Fax

No. California
Sacramento Metro

915 L. Street, Ste. C
Sacramento, Ca 95814
800.988.4424
916.444.3204 Fax

Nevada
Las Vegas Metro

101 S. Rainbow Blvd
Las Vegas, NV 89128
800.988.4424
702.221.2711 Fax

TEXACO

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIEnv.com

To Our Valued Customers,

In order to better serve you and your needs we ask that all release requests be done via fax. Enclosed is the form we would like you to use. It contains all the pertinent information that is needed for the various types of releases. There is generally a 24-hour turn around time on releases and in order to expedite your request, we ask that you fill out all the pertinent information including: Your Name, Type of Request, Jobsite Address, Owner, General Contractor, and the Maker of the Check (which will either be the General Contractor, Owner or Lender on the job). Also be sure to indicate if you want the release faxed (include the fax number) and/or mailed (include address to be mailed to). Please make copies of the form so that you will have them when releases are required.

Unconditional Releases require that your payment has cleared prior to processing. If you cannot wait the usual 3-5 days for your release you may pay with a money order or cashier's check in order to expedite your release.

Because of the volume of requests received, no requests can be taken over the phone. If you do not have access to a fax, you can mail your request, either with your payment or separately.

We appreciate your understanding and cooperation in this matter and if you have any suggestions that might make this process easier, please feel free to contact the Credit Manager Carrie Shoup at (800) 988-4424.

Sincerely,

Credit Department
HCI Environmental & Engineering Service

So. California
Los Angeles Metro
(Corporate Office)
1787 W. Pomona Rd, Ste. A
Corona, Ca 92880
800.988.4424
951.280.0118 Fax

No. California
Sacramento Metro
915 L. Street, Ste. C
Sacramento, Ca 95814
800.988.4424
916.444.3204 Fax

Nevada
Las Vegas Metro
101 S. Rainbow Blvd
Las Vegas, NV 89128
800.988.4424
702.221.2711 Fax

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIEnv.com

*****PLEASE COPY THIS FORM FOR FUTURE USE*****

HCI ENVIRONMENTAL & ENGINEERING SERVICE

RELEASE REQUEST

CREDIT DEPARTMENT FAX NUMBER: 951-280-0118

DATE OF THIS REQUEST: _____

NAME OF HCI CUSTOMER: _____

(IF YOU ARE STILL ON THE JOB, YOU WILL NEED A PROGRESS. IF THE JOB IS COMPLETED, YOU WILL NEED A FINAL)

RELEASE TYPE: CONDITIONAL: PROGRESS _____ FINAL _____

UNCONDITIONAL: PROGRESS _____ FINAL _____

JOB ADDRESS: _____

JOB#: _____ PO#: _____

OWNER OF PROPERTY: _____

MAKER OF CHECK(CONDITIONAL RELEASES ONLY): _____

NOTE: THE MAKER OF CHECK SHOULD BE PROPERTY OWNER OF GENERAL CONTRACTOR

RELEASE THROUGH DATE(PROGRESS RELEASES ONLY): _____

IFYOU WOULD LIKE THIS FAXED, PLEASE INCLUDE FAX#:(____)_____

WHERE WOULD YOU LIKE THIS MAILED: _____

_____

OFFICE USE: RECEIVED: _____

PROCESSED: _____

So. California
Los Angeles Metro
(Corporate Office)
1787 W. Pomona Rd, Ste. A
Corona, Ca 92880
800.988.4424
951.280.0118 Fax

No. California
Sacramento Metro
915 L. Street, Ste. C
Sacramento, Ca 95814
800.988.4424
916.444.3204 Fax

Nevada
Las Vegas Metro
101 S. Rainbow Blvd
Las Vegas, NV 89128
800.988.4424
702.221.2711 Fax

Section VI:

Insurance Information

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2005

PRODUCER (559) 485-7100 FAX (559) 485-6476
EATON & EATON INSURANCE BROKERS
2115 Kern Street, Suite 100
P.O. Box 12906
Fresno CA 93779

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

INSURED
Hunter Consulting, Inc., DBA: HCI Environmental
1787 W. Pomona Rd. Ste. A
Corona CA 92880

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

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	GLO5874671-03	3/15/2006	3/15/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAP4909616-03	9/27/2005	9/27/2006	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	SEO9048015-00	2/7/2006	2/7/2007	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B		OTHER Environmental Consultants E&O Contractors Poll.	PEC5231266-05	3/15/2006	3/15/2007	Each Claim Total All Claims Deductible	1,000,000 2,000,000 25,000

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

CERTIFICATE HOLDER

Evidence Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Thomas Eaton/KATHIE

© ACORD CORPORATION 1988

POLICYHOLDER COPY SK

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-2006

GROUP:
POLICY NUMBER: 1667044-2006
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 11-01-2007
11-01-2006/11-01-2007

CONTRACTORS STATE LICENSE BOARD SK
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

LICENSE NUMBER:#788216
INCEPTION DATE:11-01-2006
DO:SK

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

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

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

AUTHORIZED REPRESENTATIVE

PRESIDENT

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

EMPLOYER

HCI ENVIRONMENTAL & ENGINEERING SERVICE SK
1787 POMONA RD STE A
CORONA CA 92880

M0409

(REV.2-05)

PRINTED : 10-17-2006

Section VII:

Miscellaneous Forms

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS LICENSE NUMBER 788216
"Committed to Providing Quality Products and Services."
Visit us on the web at www.HCIEnv.com

APPLICATION FOR CREDIT

Business Name		Phone Number	Fax Number
Address (Street)	(City)	(State)	(Zip Code)
Describe Business Activities		Tax ID Number	Age of Business

☐Sole Proprietor ☐Partnership ☐Corporation ☐Limited Liability Company				Estimated Monthly Line of Credit $
Principal's Name	Title	% Ownership	Social Security Number	Phone Number
Home Address (Street)	(City)		(State)	(Zip Code)
Principal's Name	Title	% Ownership	Social Security Number	Phone Number
Home Address (Street)	(City)		(State)	(Zip Code)

Bank	Address (Street)	(City)	(State)	Phone Number
Bank Officer Name	Checking Acct#	Savings Acct#	Loan #	

References

Company Name	Address	Contact	Phone Number	Fax Number

IMPORTANT – APPLICANT PLEASE READ BEFORE SIGNING

GENERAL TERMS AND CONDITIONS

Applicant herein agrees to the following terms: Payment terms for all sales are to be received in thirty (30) days from the date of the invoice. Applicant agrees to pay a service charge of 1 ½% per month on all balances over thirty (30) days. Applicant agrees to pay all collections, expenses, and actual attorney fees, in the event of default of the terms herein. If any invoice becomes delinquent, the creditor reserves the right to accelerate and demand payment on all unpaid invoices. Applicant authorizes creditor to obtain such information as creditor may require concerning the statements contained herein, including but not limited to, credit reports for applicant and applicant's principal officers. Any litigation between the parties shall be filed in the County of Riverside, State of California. Terms and conditions contained in creditor's invoices are incorporated herein. The above terms shall apply to all transactions between the parties.

I / We understand and agree to the conditions described above.

Date _____ Signature _____

Print Name and Title _____

Company Name _____

IRREVOCABLE PERSONAL GUARANTEE

The undersigned agrees to act as personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed by the Company, Organization, Persons, or Corporations who have signed this credit application and who have been extended credit both now and in the future. Guarantor recognizes, understand and agrees that this guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation or recovery rights.

I / We understand and agree to the conditions described above.

Guarantor _____

Print Name _____

Guarantor _____

Print Name _____

Chevron

So. California
Los Angeles Metro
(Corporate Office)
1787 W. Pomona Rd, Ste. A
Corona, Ca 92880
800.988.4424
951.280.0118 Fax

No. California
Sacramento Metro
915 L. Street, Ste. C
Sacramento, Ca 95814
800.988.4424
916.444.3204 Fax

Nevada
Las Vegas Metro
101 S. Rainbow Blvd
Las Vegas, NV 89128
800.988.4424
702.221.2711 Fax

TEXACO

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
HCI Environmental & Engineering Service

Business name, if different from above
Hunter Consulting, Inc.

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1787 W. Pomona Road, Suite A

Requester's name and address (optional)

City, state, and ZIP code
Corona, CA 92880

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
| 8 | 8 | - | 0 | 4 | 6 | 3 | 7 | 7 | 2 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶ January 5, 2007

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

9/15/2001 SR EH 97-920268

HCI ENVIRONMENTAL & ENGINEERING S
HUNTER CONSULTING INC
1101 CALIFORNIA AVE #100
CORONA, CA 92881

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-R REV. 13 (6-00)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections* 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax,** Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees,** Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes,** Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated.

BOE-324-A REV. 9 (8-97)

DESCRIPTION OF WORK

Task 1 – Non Emergency Removal Removal of Hazardous Material
Task 2 – Emergency Removal of Hazardous Material

The contract work for both Tasks 1 and 2 will include, but is not limited to, the following:

Hours of services shall be primarily 7 a.m. to 12 noon, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. There may be isolated instances when the Contractor may be required to work *after* normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the Director;

Contractor is to provide the Department with a list of all the disposal and/or recycling sites to be used in the life of the Contract on Form P-2, Work Plan, question 5h. Modifications to the list of disposal sites listed on Form P-2 shall be first approved by the Contract Administrator prior to the transportation of materials;

Contract Administrator will provide the Contractor with a Work Order (Exhibit 2) and an Inventory List (Exhibit 4), which will include the amount of materials to be removed, location and their containment method;

Contractor shall provide an estimate of the cost to remove and transport hazardous materials listed on Exhibit 4 by completing the Price Quote and Service Date fields in Exhibit 2, in accordance with prices provided on Form P-1;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than two business days after being notified by the Contract Administrator via Notice to Proceed on the Work Order for the <u>non-emergency</u> pickups;

Contractor shall provide pickup and disposal of hazardous and/or contaminated, non-hazardous wastes no later than three hours after being notified by the Contract Administrator via telephone notification for the <u>emergency</u> pickups;

Contractor shall provide private transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, as required;

Contractor shall provide copies of Hazardous Waste Site Specified Manifests as required to transport, store, transfer, and/or dispose of hazardous waste materials;

Contractor shall clean out clarifier tanks;

Contractor shall remove, transport, and dispose of waste materials from various sites or facilities located in the County;

Contractor shall remove, transport, and dispose of contaminated soil;

Contractor shall remove, transport, and dispose of waste materials at least every 90 days and/or "more often" when notified by the Department. Schedule dates to be determined upon contract award;

Contractor shall dispose of the containers, as well as the waste materials;

Contractor shall recycle all materials unless unique disposal situations preclude recycling;

Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediations performed by the Department. These generated materials are usually impacted with non-hazardous levels of contamination, although there may be instances when materials are impacted with hazardous levels of contamination. These materials are to be removed on an as-needed basis. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled;

When required, contractor shall be able to remove waste via loading, transportation, and disposal of bulked materials stored in Baker tanks or roll-off bins;

Contractor shall make all arrangements for profiling, loading, transporting, and recycling the materials, including laboratory material tests, as necessary. Only fully licensed and permitted recycling or disposal facilities shall be used;

Contractor shall, when applicable, provide the Contract Administrator with copies of all relevant paperwork such as: non-hazardous manifest forms, hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc.;

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

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

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

All Contractor operators shall be expected to observe all applicable Cal-OSHA, Hazardous Waste Operations and Emergency Response Standard, California Code of Regulations, and the Department's safety requirements while at The Department's jobsites. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory;

Contractor shall provide advice, assistance, and information regarding state agencies and their procedures when requested by the Contract Administrator.

Types of Hazardous Waste

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

1. Fuels/Lubricants
   a. Motor Oil
   b. Used Fuel Filters
   c. Used Oil Rags
   b. Gasoline or Gasoline and Water
   c. Diesel and Emulsion
   d. Automatic Transmission Fluid
   e. Grease Lubricant
   f. Diesel or Diesel and Water
   g. Electrical Insulating Oil

2. Paints
   a. Water based Paint
   b. Oil based Paint

3. Pesticides
   a. Herbicides
   b. Insecticides

4. Thinners
   a. Paint Thinner
   c. Lacquer Thinner

5. Cleaning solvents for engine degreasing

6. Contaminated containers and solids

7. Brake Fluid

8. Antifreeze/Coolant

9. Acid

10. Miscellaneous size waste batteries

11. Fluorescent Tubes

12. Asbestos Waste Products
    a. Asbestos and Water (Vehicle Brake Washings)
    b. Asbestos Pipe Scrap
    c. Pipe and Roof Shingles
    d. Tile
    e. Insulation

13. Asphalt Products
    a. Asphalt Cement
    b. Emulsion
    d. Road oil

14. Cathode Ray Tubes (CRT's)

15. Thermometers containing Mercury

Types of Non-Hazardous/Hazardous Water and Soil Contamination

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

1. Gasoline, diesel, and other petroleum hydrocarbons.

2. Volatile and semi-volatile organic compounds including: benzene, toluene, ethyl benzene, 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).

Closing

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal-OSHA) and Department's safety requirements. Other than prohibitions or limits imposed by Federal, State, City, or County requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pickup and dispose.

EXHIBIT 2

WORK ORDER

AS-NEEDED NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
DEPARTMENT OF BEACHES AND HARBORS

If more than one contractor is selected for these services, the work will be assigned by releasing this Work Order to the lowest price/bid contractor on the items identified in this Work Order. The Department will offer the work to the next lowest price/bid Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.

Work to commence ONLY upon receipt of signed WORK ORDER (THREE Department signatures required. 1. Notice to Proceed 2. Contract Administrator 3. Director or Chief Deputy.)

Date: _____

Project Description: _____

_____

_____

See attached Exhibit 4/Inventory List(s) dated: _____

CONTRACTOR COMPLETE ALONG WITH ATTACHED EXHIBT 4, SIGN BELOW AND RETURN VIA FAX TO: 310-306-2594

Contractor: _____ Price Estimate: $ _____

Proposed Service Date: _____ Proposed Service Time: _____

For DBH office use only

Work Order issued/Date: _____ Contractor Response received on: _____

Work order amount verified/approved by Admin Division on: _____

Notice to proceed Issued on: _____

Approval Signature: **1.** _____

Maximum Compensation: $ _____

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's rates provided in form P-1, Price Proposal, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the **Maximum Compensation** above.

_____ _____
Contract Representative (CONTRACTOR) Date

2. _____ _____
Contract Administrator (DBH) Date

3. _____ _____
Director or Chief Deputy (DBH) Date

FACILITY LOCATIONS

Marina del Rey

Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person – Mark Spiro
(310) 305-9555 - Office
(310) 350-2234 - Cell

Southern District

Manhattan Beach - Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person - Connie Silva or Maria Hernandez
(310) 546-8500 – Office

Redondo Beach - Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person - DC Tarvin or Basuki Mihardja
(310) 543-1967 - Office

Redondo Beach - Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person - Angelo Porfirio
(310) 379-2411 - Office

Central District

Venice Maintenance Yard
2300 Ocean Front Walk
Venice, Ca. 90291
Contact Person - Mary Jimenez
(310) 350-1465 - Cell
(310) 827-4873 - Office

Dockwelier Beach
8255 Vista del Mar
Playa Del Rey, CA 90292
Contact Person - Pete Hernandez
(310) 350-1451 – Cell
(310) 823-3744 – Office

Northern District

Will Rogers Beach Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person – Larry Triplett
(310) 454-7962 - Office

Zuma Beach Maintenance Service Yard
30100 Pacific Coast Highway
Malibu, CA 90265
Contact Person – Dan Heneghan
(310) 457-2009 - Office number

Exhibit 4

NON-EMERGENCY REMOVAL OF HAZARDOUS WASTE
Inventory List

WORK LOCATION

MAINTENANCE YARD: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE NO. _____

DESCRIPTION	CONTAINERS		TOTAL QUANTITY	UNIT (Weight/Volume)	REMOVE/PUMP	TOTAL PRICE* *(For Contractor Use ONLY)*
	# of containers	Type				
Example1: Waste paint	2	Metal Drum	20	Gallons	Remove	$1.00
Example 2: Used oil	4	Metal Drum	220	Gallons	Remove	$1.00
TOTAL COST FOR SERVICE *(For Contractor Use ONLY)*:						$

* **Total Price** must be in accordance with Price Per Unit as Quoted on Form P-1

SPECIAL INSTRUCTIONS:

_____

_____

_____

_____

_____

Note: Ensure that the work location is accurate and complete. The description of the hazardous waste must be stated and the amount of waste must be estimated. Indicate if the container is to be removed or pumped from the site. Fill out the Special Instructions section of the form if the hazardous waste/material requires specific instructions to notify the vendor.

Exhibit 5

CONTRACT DISCREPANCY REPORT

TO: FROM:

DATE: SENDER'S PHONE NUMBER:

FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER:

Contractor: _____ Site Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Response due by: _____

Contract Representative / Employee Name: _____

Date of Unacceptable Performance: _____ Time: _____

Description of Unacceptable Performance:

_____

_____

_____

Signed: _____ Date: _____

County Contract Administrator/Monitor

---

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance and Corrective Action Plan:

_____

_____

_____

_____

Signed: _____ Date: _____

Contract Representative

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
Column 2: Contract service for which performance standard is provided;
Column 3: Description of the performance required to satisfy the Contract;
Column 4: How the Contractor's performance may be monitored by the CA;
Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order, including failing to submit a work order within two business days following an emergency call out request.	$100
1.4.4	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	$100
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	$50
2.3.2	Contract Representative	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3.4	Changes in key personnel	Contractor to obtain CA approval before changing assigned security guards	Review of records; observation	Unreasonable failure to seek CA permission before substituting staff	$100
2.4.6	Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor and all personnel assigned to serve under this contract shall be required to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement, Form P-12.	Review of records	Failure to provide signed document at the time of appointment of staff, or upon request by the CA	$100
2.5.1	Daily Logs	The Contractor shall maintain daily logs that shall be made available to the CA on request.	Observation; review of records	Failure to maintain and/or provide logs upon request by the CA	$50
2.6.1	Report lost keys and gate cards	Report lost keys and gate cards to County within 24 hours of discovery	Observation; review of records	Failure to report within 24 hours	$100
2.8.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan	Complaints; review of records	Any departure from quality control plan requirements	$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	$100
3.32.7.1	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	$100 per report per day

Exhibit 6

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	$50 per day per employee

Exhibit 7

EMERGENCY SERVICE
REPORTING FORM

Contractor: _____ **Date of Report:** _____ **Date Work Performed:** _____

Facility Location: _____ **Start time:** _____ **End Time:** _____

Description of Emergent Situation/Description of Work: _____

_____

_____

_____

Service Provided		Total Cost**
Materials Used		
Equipment Description		
Disposal Service*		$
Total Hours Worked		$

***Copy of Disposal Ticket/Proof of Fee Payment Required**
**** Total Cost must reflect Hourly Rate quoted on Form P-1**

_____ _____
Contract Representative (CONTRACTOR) Date

_____ _____
Contract Administrator (DBH) Date

_____ _____
Director or Chief Deputy (DBH) Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

NUB 400 (2/03)

no shame.
no blame.
no names.

now there's a way to safely surrender your baby