

CITY OF SAN DIEGO  
PURCHASING AND CONTRACTING DEPARTMENT

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND  
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

This Agreement Between the City of San Diego and Ocean Blue Environmental Services, Inc., is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Ocean Blue Environmental Services, Inc., a California Corporation, [Contractor]. This Agreement describes the hazardous waste routine collection and disposal services and hazardous waste emergency response services the Contractor will be providing the CITY.

**RECITALS**

WHEREAS, the CITY entered into a Contract #C008200056 dated November 1, 2008 which resulted from solicitation RFB 9075-08 between the City of San Diego and Ocean Blue Environmental Services, Inc., to provide hazardous waste services for routine collection and disposal services and hazardous waste emergency response services, which is on file in Purchasing and Contracting Department. The initial term of the Contract was for one year, beginning November 1, 2008, with options to renew for up to four additional one-year periods.

WHEREAS, The CITY exercised two renewal options with the Ocean Blue Environmental Purchasing Contract #C008200056 with the first renewal option dated November 1, 2009, and the second renewal option dated November, 1 2010.

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a legal means of disposal by the CITY is required for such generated hazardous wastes such as paints, pesticides, solvents, cleaners, and spent odor control carbon that are routinely generated in carrying out CITY responsibilities.

WHEREAS, the CITY recognizes that hazardous wastes are generated during an emergency response incidents at CITY facilities or in the public rights-of-way and that assistance in the clean-up of those released chemicals is needed and a legal means of disposal by the CITY is required for hazardous wastes generated during those response actions.

WHEREAS, the Contractor has provided satisfactory performance during the initial term, and first and second one-year renewal options of the As-Needed Purchasing Contract.

WHEREAS, the As-Needed Purchasing Contract term ends October 31, 2011, and the City wishes to exercise its third renewal option for a one year period and create a formal Agreement.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds the Contractor has the necessary resources and technical expertise to provide hazardous waste routine and emergency response collection and disposal services for the CITY.

WHEREAS, the Contractor is ready, willing, and able to provide hazardous waste routine and emergency response collection and disposal services as desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

### **AGREEMENT PROVISIONS**

A. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits 1-11 and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. The CITY's Request For Bid (Bid) No. 9075-08-A, June 13, 2008, "Furnish the City of San Diego with Hazardous Waste Management Services" (**Exhibit 1**) for:
  - a. All CITY facilities, property, work sites, and clean-up project areas; and
  - b. All CITY right-of-ways.
2. Bid No. 9075-08-A, Addendum A, June 27, 2008 (**Exhibit 2**)
3. Bid No. 9075-08-A. Addendum B, June 27, 2008 (**Exhibit 3**)
4. Ocean Blue Environmental's Response to Bid No. 9075-08-A, June 26, 2008 (**Exhibit 4**) in response to the Bid for the service components requested including, but not limited to Ocean Blue Environmental's:
  - a. List of Subcontractors (**Exhibit 5**);
  - b. List of Transporters (**Exhibit 6**);
  - c. List of Treatment, Storage, and Disposal Facilities (TSDFs) (**Exhibit 7**);
  - d. Price Proposal (**Exhibit 8**);
5. Bid No. 9075-08-A, Contract #C008200056-0, dated November 1, 2008 (**Exhibit 9**);
6. CITY correspondence dated February 17, 2009 to Ocean Blue Environmental regarding clarification of labor rates for overtime and double time charges (**Exhibit 10**);
10. Ocean Blue Environmental Correspondence received June 19, 2009 regarding clarification on standard drive time charges to job sites (**Exhibit 11**).

B. **ADD New Agreement Provisions**

1. **Agreement Terms**

The Term of this Agreement shall be for twelve (12) months beginning November 1, 2011 through and including October 31, 2012. This Agreement shall be effective on the date executed by the last party to sign it.

2. Total contract amount which includes all remaining renewal options cannot exceed \$2,000,000.

3. EOCP Work Force Report

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

4. Equal Benefits

This Agreement is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the SDMC. In accordance with the EBO, the Company shall certify that it will provide and maintain equal benefits as defined in SDMC §22.4302 for the Term of this Agreement. [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. Company must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

Company also must give the City access to documents and records sufficient for the City to verify the Company is providing equal benefits and otherwise complying with EBO requirements. The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

This Agreement including all of the Exhibits incorporated into this Agreement constitute the entire understanding between the CITY and the Contractor with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supercede any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the CITY and the Contractor each have caused their duly authorized representative to execute this Agreement. This Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. \_\_\_\_\_ authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Ocean Blue Environmental Services, Inc.

City of San Diego,  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Hildred Pepper  
Director, Purchasing and Contracting

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Second Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JAN GOLDSMITH, City Attorney

By: \_\_\_\_\_

Grace C. Lowenberg  
Deputy City Attorney

**LIST OF EXHIBITS**

Exhibit 1: Request For Bid No. 9075-08-A, June 13, 2008,  
“Furnish the City of San Diego with Hazardous Waste Management Services”

Exhibit 2: Bid No. 9075-08-A, Addendum A, June 27, 2008

Exhibit 3: Bid No. 9075-08-A, Addendum B, June 27, 2008

Exhibit 4: Ocean Blue Environmental Response to Bid No. 9075-08-A, June 26, 2008

Exhibit 5: Ocean Blue Environmental - List of Subcontractors

Exhibit 6: Ocean Blue Environmental- List of Transporters

Exhibit 7: Ocean Blue Environmental- List of Treatment, Storage, and Disposal Facilities

Exhibit 8: Ocean Blue Environmental 2011-2012 Price Proposal

Exhibit 9: Bid No. 9075-08-A, Contract #C008200056-0, dated November 1, 2008

Exhibit 10: CITY correspondence dated February 17, 2009 clarifying labor rates for overtime and double time.

Exhibit 11: Ocean Blue Environmental Correspondence received June 19, 2009 regarding clarification on standard drive time charges to job sites.



3110 Hancock St.  
San Diego, CA 92110

Ph: (619) 294-6682  
Fx: (619) 294-6743

Ocean Blue Environmental Services and the City of San Diego have come to an agreement on portal to jobsite time and jobsite to portal time. 30 minutes will be the agreed upon time for Ocean Blue to get to a job site within the City of San Diego from their yard. 30 minutes will be the agreed upon time for Ocean Blue to get back to their yard from a job site within the City of San Diego. 2 hours will be the agreed upon time for Ocean Blue to get to the jobsite in the City of San Diego from their Long Beach office. 2 hours will be the agreed upon time for Ocean Blue to get back to their yard in Long Beach from a job site in the City of San Diego. In rare instances for jobs that take place outside the City of San Diego the portal time will be billed accordingly.

Trevor Hembera

Ocean Blue Environmental Services

3110 Hancock Street

San Diego, CA 92110

Due Date: June 27, 2008

Pearl Adams/cn  
Senior Procurement Specialist  
City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

**Hazardous Waste Management Service  
Bid No. 9075-08-A**

**CITY OF SAN DIEGO**

*In Response to  
Request for Proposals for:*

**Proposal**

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743





Bid No. 9075-08-A

**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPT.**  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

**REQUEST FOR BID**

**APPENDUM A**

Closing Date: June 27, 2008 @ 3:00 pm P.S.T.

**Subject:** Furnish the City of San Diego with Hazardous Waste Management Service  
**Timeline:** As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.  
**Note:** Recommended Pre-Bid Conference - See Page 27 for Details  
License(s) Required: Various - See Pages 28 and 29 for Details

**Company** Ocean Blue Environmental Services, Inc. Name  
**Federal Tax I.D. No.** 33-0625817  
**Street Address** 3110 Hancock St.  
**City** San Diego  
**State** CA  
**Zip Code** 92110  
**Tel. No.** 619-294-6682 **Fax No.** 619-294-6743  
**E-Mail** DOSTRAND@OCEAN-BLUE.COM  
If your firm is not located in California, are you authorized to collect California sales tax? Yes  No   
If Yes, under what Permit # \_\_\_\_\_  
City of San Diego Business Tax License #: B2000005252

**Signature\*** \_\_\_\_\_  
**Title** General Manager  
**Date** June 27, 2008  
*\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

**SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.**

Cash discount terms **Net 30%**  
than 20 days will be considered as Net 30 for bid evaluation purposes.] days. [Terms of less  
State delivery time required: 1 days after receipt of order.

**FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

HER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cmn, Senior Procurement Specialist  
E-mail: PAdams@sandiego.gov  
Fax: (619) 533-3228  
-6289

27:08 AM 11:59

Trevor Hembra  
Project Manager



Sincerely,

My name is Trevor Hembra and I will be the project manager and contact person for this contract if awarded to us. If you have any questions regarding our proposal, please contact me at my office (619) 294-6682 or my cell (619) 540-8398.

These clients are listed as reference on Tab 5, and we invite you to contact them for references.

- San Diego Unified School District - Emergency Spill Response (Single Source) and Hazardous Waste Management (1 of 2 Contractors) - since 2006
- San Diego County Regional Airport Authority - Emergency Spill Response and Hazardous Waste Management (Single Source) - since 1999
- San Diego Unified Port District - Emergency Spill Response and Hazardous Waste Management (1 of 2 Contractors) - since 1999

Ocean Blue Environmental Services, Inc. (OCEAN BLUE) is please to provide the following proposal in reference to the above-mentioned Request for Bid. OCEAN BLUE is a full-service environmental company specializing in municipalities. For rapid response our office is located in San Diego, and provides 24-Hour Emergency Response to various municipalities. Some of our current contracts are:

Dear Ms. Adams,

RE: Bid No. 9075-08-A: Hazardous Waste Management Service

Ms. Pearl Adams  
CITY OF SAN DIEGO  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

June 26, 2008



3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743





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- DMV Motor Carrier Permit
- EPA Identification Number Certification
- USDOT Identification Number Certification
- USDOT Hazardous waste Transporter Registration
- DTSC Hazardous Waste Transporter Registration
- Medical Waste Transporter Verification
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CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

APPENDUM A

Bid No. 9075-08-A Revised Bid Closing Date: June 27, 2008 @ 3:00 p.m.

Bids for furnishing the City of San Diego with Hazardous Waste Management Service.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

- 1. The bid closing date has been changed from June 13, 2008 @ 3:00 p.m. to June 27, 2008 @ 3:00 p.m.

- 2. *Delete* the original Request for Bid cover page and *replace* with the attached Addendum A Bid cover page.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Pearl Adams, CPPB  
Procurement Specialist  
(619) 533-6289  
June 11, 2008  
PA/cen



**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPT.**  
 1200 Third Avenue, Suite 200  
 San Diego, CA 92101-4195

Bid No. 9075-08-A

**REQUEST FOR BID**

**APPENDUM A**

**Subject:** Furnish the City of San Diego with Hazardous Waste Management Service  
**Timeline:** As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.  
**Note:** Recommended Pre-Bid Conference – See Page 27 for Details  
 License(s) Required: Various – See Pages 28 and 29 for Details

Closing Date: June 27, 2008 @ 3:00 pm P.S.T.

Company Ocean Blue Environmental Services, Inc. Name Donald Ostrand  
 Federal Tax I.D. No. 33-0625817  
 Street Address 3110 Hancock St.  
 City San Diego State CA Zip Code 92110  
 Tel. No. 619-294-6682 Fax No. 619-294-6743  
 E-Mail DOSTRAND@OCEAN-BLUE.COM  
 If your firm is not located in California, are you authorized to collect California sales tax? Yes  No   
 If Yes, under what Permit # \_\_\_\_\_  
 City of San Diego Business Tax License # B2000005252  
 Cash discount terms Net 30 days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]  
 State delivery time required: \_\_\_\_\_ days after receipt of order.

---

Signature\* *Donald Ostrand* Title General Manager  
 Date June 27, 2008  
 \*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.  
 SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

**FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:  
 PEARL ADAMS/cmn, Senior Procurement Specialist  
 E-mail: Padams@sandiego.gov  
 Phone: (619) 533-6289 Fax: (619) 533-3228



**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPT.**  
 1200 Third Avenue, Suite 200  
 San Diego, CA 92101-4195

Bid No. 9075-08-A

**REQUEST FOR BID**

**APPENDUM A**

Closing Date: June 27, 2008 @ 3:00 pm P.S.T.

**Subject:** Furnish the City of San Diego with Hazardous Waste Management Service

**Timeline:** As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

**Note:** Recommended Pre-Bid Conference – See Page 27 for Details

**License(s) Required:** Various – See Pages 28 and 29 for Details

Company _____	Federal Tax I.D. No. _____
Street Address _____	City _____
State _____	Zip Code _____
Tel. No. _____	Fax No. _____
E-Mail _____	
If your firm is not located in California, are you authorized to collect California sales tax? Yes _____ No _____	
If Yes, under what Permit # _____	
City of San Diego Business Tax License # _____	
Name _____ [PRINT OR TYPE]	Signature* _____
Title _____	Date _____
*Authorized Signatures: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.	
<b>SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.</b>	
Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]	State delivery time required: _____ days after receipt of order.

**FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cnn, Senior Procurement Specialist

Phone: (619) 533-6289 Fax: (619) 533-3228 E-mail: PAdams@sandiego.gov

**CITY OF SAN DIEGO**

**PURCHASING & CONTRACTING DEPARTMENT**

1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

**ADDENDUM B**

Bid Closing Date: June 27, 2008 @ 3:00 p.m.

Bids for furnishing the City of San Diego with Hazardous Waste Management Service.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. *Delete* the original page 5 and *replace* with the attached Addendum B page 5. (NOTE: Pricing page 5, item 5 has been added.)
2. *Delete* the original page 8 and *replace* with the attached Addendum B page 8. (NOTE: Pricing page 8, item 17 has been added.)
3. *Delete* the original page 14 and *replace* with the attached Addendum B page 14. (NOTE: Pricing page 14, item 43 has been added.)
4. *Delete* the original page 42 and *replace* with the attached Addendum B page 42. (NOTE: Section IV, paragraph B, item 3.a.(2a) has been changed and 3.a.(2b) has been added.)
5. *Add* a seven (7) page "Questions and Answers". (NOTE: These Questions and Answers are being provided for informational purposes only and are not part of any resulting contract from this Bid.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Pearl Adams, CPPB  
Procurement Specialist  
(619) 533-6289  
June 13, 2008  
PA/cen

**II. PRICING PAGE**

**SCHEDULE I – EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS**

**A. LABOR FEES**

Item No.	Est. Qty.	U/M	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
2.	1	HR	Field Technician Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
3.	1	HR	Driver (Class A) Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
4.	1	HR	Emergency Response Foreman Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
5	1	HR	*The percent of reduction in pricing for same day service to be applied to all Labor pricing: _____%		\$
<b>TOTAL SECTION A:</b>					<b>\$</b>

**\*Note: Item No. 5 is for informational purposes only and will not be factured into the evaluation of the bid.**

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$	\$
16.	1	DY	Ventilation Fan	\$	\$
17.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Equipment pricing: _____ %		\$
<b>TOTAL SECTION C:</b>				\$	\$

\*Note: Item No. 5 is for informational purposes only and will not be factured into the evaluation of the bid.

B. INSTRUMENTATION

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$	\$
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$	\$
3.	1	EA	Field Chemical Identification kit (HazCat)	\$	\$
<b>TOTAL SECTION D:</b>				\$	\$



Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$	\$
41.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 5 gallon container	DI	\$	\$
42.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 55 gallon container	DI	\$	\$
43.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Disposal pricing: _____ %			\$
<b>TOTAL SECTION F:</b>						<b>\$</b>

\*Note: Item No. 5 is for informational purposes only and will not be factured into the evaluation of the bid.

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

\* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

\*\* Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available

a. Contained/Abandoned Hazardous Waste

- (1) The Contractor shall have in San Diego County adequately trained and experienced staff, and adequate equipment and materials to respond to a request for Emergency Service seven days a week including holidays and during any part of a 24 hour day at the response times indicated below in item b.6.

(2a) Identify, sort, spot test, and Lab Pack contained hazardous waste into an appropriate container size that is most cost effective for disposal. On a case by case basis, the contained waste (5 gallon size or smaller) may not be pre-screened by the Fire Department Hazardous Materials Team.

(2b) "Same Day" Emergency Response Service scope of work covers hazardous materials containers 5 gallon or less in size that have been pre-screened/identified by the Fire Department. The Fire Department requires the contractor to respond and pick up the waste on the same day the request is made to the Contractor. Fire Department will make "Same Day" Emergency Response requests Monday – Friday from 7:00 a.m. through 4:00p.m. The hazardous waste containers shall be removed from the designated location by 6:00 pm the same day the pick up request is made to the Contractor.

- (3) Label, load, transport, and dispose of the packaged Hazardous Waste as specified by the City approved disposal method to a City pre-approved disposal facility. Prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport.

- (4) Clean up any chemicals that leaked or dripped from the containers and properly package the absorbent materials for hazardous waste disposal.

- (5) The City may request pricing and hazardous waste management services for other contained hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional hazardous waste types that can be managed by the Contractor. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and described in this bid.

b. Non-Contained Hazardous Waste

- (1) The Contractor shall have in San Diego County adequate and experienced staff and adequate equipment and materials to respond to a request for Emergency seven days a week including holidays, and during any part of a 24 hour day at the response times indicated below in Item 6.

- (2) Identify, collect, and clean via pumping, vacuuming, absorbing, sweeping, digging or other appropriate means non-contained hazardous waste from streets, gutters, storm drains, above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container most cost effective for disposal.

- (3) Contained space entry may be required for some projects.

# Emergency Response Rate Schedule for Labor and Materials

2.1

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



II. PRICING PAGE

SCHEDULE I - EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS

A. LABOR FEES

Item No.	Est. QTY	U.M.	Description:	Hourly Rate Unit Cost	Exclusion
1.	1	HR	Field Chemist Overtime List Rate: 90 Overnight per diem rate: 0	\$ 60.00	\$ 60.00
2.	1	HR	Field Technician Overtime List Rate: 75 Overnight per diem rate: 0	\$ 45.00	\$ 45.00
3.	1	HR	Driver (Class A) Overtime List Rate: 90 Overnight per diem rate: 0	\$ 60.00	\$ 60.00
4.	1	HR	Emergency Response Foreman Overtime List Rate: 100 Overnight per diem rate: 0	\$ 70.00	\$ 70.00
5	1	HR	*The percent of reduction in pricing for same day service to be applied to all Labor pricing: 0 %		\$ 0.00
TOTAL SECTION A:				\$	235.00

\*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

**B. MATERIALS**

Note: Use of absorbents materials as a part of lab packing hazardous waste is to be included in disposal pricing.

Item No.	Est Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Coliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	Duct tape	\$ 7.00	\$ 7.00
12.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus <u>0</u> %		
<b>TOTAL SECTION B:</b>				<b>\$</b>	<b>478.50</b>

C. EQUIPMENT

Note: Personal protective gear costs for hazardous waste packaging and transportation component of service must be included in Disposal pricing.

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C gear with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutoff saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer (with hoses and nozzles)	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered with fuel)	\$ 50.00	\$ 50.00
7.	1	HR	Portable Poly Tank with Containment – 500 gallon size	\$ 5.00	\$ 5.00
8.	1	DY	Backhoe	\$ 260.00	\$ 260.00
9.	1	DY	40 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
10.	1	DY	25 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
11.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Bobcat excavator	\$ 130.00	\$ 130.00
14.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 125.00	\$ 125.00

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
16.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
17.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Equipment pricing: 0 %		\$ 0
<b>TOTAL SECTION C:</b>					<b>\$ 1578.00</b>

\*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

**B. INSTRUMENTATION**

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 21.00	\$ 21.00
<b>TOTAL SECTION D:</b>					<b>\$ 321.00</b>

E. VEHICLES

Note: Any vehicle costs for transportation of containerized hazardous waste (5 gallon – 85 gallon size) component of service are to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Flabbed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	DY	Liftgate Truck	\$ 220.00	\$ 220.00
7.	1	DY	Response Vehicle (stocked with items such as non-disposable spill clean up equipment and tools, fire protection, safety and traffic control equipment and materials, decontamination equipment, and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges)	\$ 50.00	\$ 50.00
9.	1	HR	Vacuum Truck (with hoses and flanges)	\$ 50.00	\$ 50.00
<b>TOTAL SECTION E:</b>				<b>\$</b>	<b>1750.00</b>



**F. EMERGENCY RESPONSE DISPOSAL**

Note: Disposal pricing shall include all necessary materials and equipment needed to complete the activity as described in the Bid for the listed waste types per container size and disposal method specified.

This pricing should include but is not limited to: all equipment and material needed to load containers; HazCat spot testing onsite when necessary; container with lid; labels and labeling; prepared disposal documentation; vehicle used in transportation to a storage facility and to an approved disposal facility; and disposal of the listed waste types per container size and disposal method specified.

Item No.	Est Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 65.00	\$ 65.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 92.75	\$ 92.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 92.75	\$ 92.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 313.80	\$ 313.80
5.	1	GL	Antifreeze, Lab Pack, 30 gallon container	Recycle*	\$ 135.00	\$ 135.00
6.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container	Treat**	\$ 92.75	\$ 92.75
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container	Treat**	\$ 300.00	\$ 300.00

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
8.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
9.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
10.	1	GL	Debris – RCRA solids with gasoline (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$ 357.50	\$ 357.50
12.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 175.00	\$ 175.00
14.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill - Class 1	\$ 43.78	\$ 43.78
15.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 63.75	\$ 63.75

Item No.	Est Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Flammable Liquids, bulk, 5 gallon container	ALT Fuel*	\$ 64.00	\$ 64.00
17.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container	ALT Fuel*	\$ 271.25	\$ 271.25
18.	1	GL	Latex Paint, Lab Pack, 55 gallon container	Recycle*	\$ 236.75	\$ 236.75
19.	1	GL	Latex Paint, Lab Pack, 30 gallon container	Recycle*	\$ 161.85	\$ 161.85
20.	1	GL	Latex Paint, bulk, 5 gallon container	Recycle*	\$ 58.25	\$ 58.25
21.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 84.70	\$ 84.70
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 351.75	\$ 351.75
23.	1	GL	Non-RCRA solids with heavy metals, Bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
24.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
25.	1	GL	Oil (used), no solvent contamination, bulk, 5 gallon container	Recycle	\$ 52.50	\$ 52.50
26.	1	GL	Oil (used), no solvent contamination, bulk, 55 gallon container	Recycle	\$ 156.25	\$ 156.25
27.	1	GL	Oil (used), no solvent contamination, Lab Pack, 5 gallon container	Recycle	\$ 81.25	\$ 81.25
28.	1	GL	Oil (used), no solvent contamination, Lab Pack, 55 gallon container	Recycle	\$ 156.25	\$ 156.25

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
29.	1	GL	Oil (used) solvent contaminated, bulk, 5 gallon container	DI	\$ 73.20	\$ 73.20
30.	1	GL	Oil (used) solvent contaminated, bulk 55 gallon container	DI	\$ 201.10	\$ 201.10
31.	1	GL	Oil (used) solvent contaminated, lab pack 5 gallon container	DI	\$ 87.00	\$ 87.00
32.	1	GL	Oil (used) solvent contaminated, lab pack 55 gallon container	DI	\$ 201.10	\$ 201.10
33.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 271.25	\$ 271.25
34.	1	GL	Oil-Based Paints, Lab Pack, 30 gallon container	DI	\$ 248.10	\$ 248.10
35.	1	GL	Oxidizing Liquids, Lab Pack, 55 gallon container	Treat**	\$ 401.20	\$ 401.20
36.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation costs separate)	Treat**	\$ 2.74	\$ 2.74
37.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65
38.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
39.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65

Item No.	Est. Qty	U/M	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
41.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
42.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
43.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Disposal pricing: 0 %			\$ 0
<b>TOTAL SECTION F:</b>						<b>\$ 6567.13</b>

\*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

\* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

\*\* Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available

# Routine/Scheduled Hazardous Waste Services Rate Schedule

2.2

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



**SCHEDULE II - ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATE SCHEDULE**

**G. LABOR FEES**

Note: Any labor costs for routine/scheduled hazardous waste pick up component of service is to be included in disposal pricing.

Item No.	U/M	Est. Qty.	Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Field Chemist Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
2.	HR	1	Field Technician Overtime List Rate: <u>75</u> Overnight per diem rate: <u>0</u>	\$ 45.00	\$ 45.00
3.	HR	1	Driver (Class A) Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
4.	HR	1	Emergency Response Foreman Overtime List Rate: <u>100</u> Overnight per diem rate: <u>0</u>	\$ 70.00	\$ 70.00
<b>TOTAL SECTION G:</b>					<b>\$ 235.00</b>

H. MATERIALS

Note: Use of absorbent materials as a part of lab packing hazardous waste is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Coliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus <u>15</u> %		
<b>TOTAL SECTION H:</b>				<b>\$</b>	<b>471.50</b>



**I. EQUIPMENT**

Note: Personal protective gear costs for packaging and transporting hazardous waste component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutting saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered)	\$ 50.00	\$ 50.00
7.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
8.	1	DY	Portable Poly Tank – 500 gallon size	\$ 40.00	\$ 40.00
9.	1	DY	Backhoe	\$ 425.00	\$ 425.00
10.	1	DY	40 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
11.	1	DY	25 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
14.	1	DY	Bobcat excavator	\$ 311.00	\$ 311.00
15.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 216.00	\$ 216.00
16.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
<b>TOTAL SECTION I:</b>					<b>\$ 2050.00</b>

**J. INSTRUMENTATION**

Note: Use of Instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.,

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas/oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification Kit (HazCat)	\$ 21.00	\$ 21.00
<b>TOTAL SECTION J:</b>					<b>\$ 321.00</b>

K. VEHICLES

Note: Vehicle costs for transporting hazardous waste (5 gallon – 55 gallon size) component of service is to be included in Disposal pricing)

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Stakebed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	HR	Vacuum Truck with hoses and flanges	\$ 50.00	\$ 50.00
7.	1	DY	Supply Vehicle (stocked with items such as non-disposable tools, basic fire protection, safety equipment and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	DY	Liftgate Truck	\$ 220.00	\$ 220.00
9.	1	DY	Other Equipment	\$ 0	\$ 0
<b>TOTAL SECTION K:</b>					<b>\$ 1700.00</b>

L. CONTAINERS

Note: Costs of containers used in hazardous waste disposals must be included in disposal pricing. Container pricing below is only for other uses.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	GL	Poly 55 Gallon Drum- open top, IH2 (new)	\$ 56.00	56.00
2.	1	GL	Poly 30 Gallon Drum - open top, IH2 (new)	\$ 42.00	\$ 42.00
3.	1	GL	Poly 15 Gallon Drum- open top, IH2 (new)	\$ 35.00	\$ 35.00
4.	1	GL	Poly 5 Gallon Drum- open top, IH2 (new)	\$ 15.00	\$ 15.00
5.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (new)	\$ 51.00	\$ 51.00
6.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (recon)	\$ 45.00	\$ 45.00
7.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (new)	\$ 68.00	\$ 68.00
8.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (recon)	\$ 40.00	\$ 40.00
9.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (new)	\$ 61.00	\$ 61.00
10.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (recon)	\$ 61.00	\$ 61.00
11.	1	GL	Metal 5 Gallon Drum – open top, 1A2 (new)	\$ 13.00	\$ 13.00
12.	1	GL	Metal 5 Gallon Drum- open top, 1A2 (recon)	\$ 13.00	\$ 13.00
<b>TOTAL SECTION L:</b>				<b>\$</b>	<b>500.00</b>

M. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL SERVICE

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 95.00	\$ 95.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 122.75	\$ 122.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 122.75	\$ 122.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 343.80	\$ 343.80
5.	1	GL	Combustible liquid- Bulk (asphalt emulsion), 55 gallon container	DI	\$ 397.85	\$ 397.85
6.	1	GL	Corrosive Liquid – Lab pack (combined sulfuric acid and mercury waste) 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat/ Recycling*	\$ 186.00	\$ 186.00
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 122.75	\$ 122.75
8.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 330.00	\$ 330.00

Item No.	Est Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
9.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
10.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 5 gallon container	D1	\$ 111.25	\$ 111.25
12.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	D1	\$ 387.50	\$ 387.50
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	D1	\$ 103.20	\$ 103.20
14.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 205.00	\$ 205.00
15.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill	43.78	43.78

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 93.75	\$ 93.75
17.	1	GL	Flammable Liquids, bulk, 55 gallon container * Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 231.10	\$ 231.10
18.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 301.25	\$ 301.25
19.	1	GL	Latex Paint, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if recycling is not available	Recycle*	\$ 266.75	\$ 266.75
20.	1	GL	Latex Paint, Lab Pack, 30 gallon container *Destructive Incineration pricing can be substituted if recycling is not available.	Recycle*	\$ 192.75	\$ 192.75
21.	1	Ton	Non-RCRA Solid (pH <2.0) Activated Carbon, cubic yard bin (Tractor Trailer Transportation charge and any additional Landfill taxes/fees are separate)	HW Landfill	\$ 29.90	\$ 29.90

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 114.70	\$ 114.70
23.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 381.75	\$ 381.75
24.	1	GL	Non-RCRA solids with heavy metals Bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
25.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
26.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 301.25	\$ 301.25
27.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, 55 gallon container  * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 431.20	\$ 431.20
28.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (Vacuum truck transportation and bulk container costs are separate)  * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 2.25	\$ 2.25
29.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 129.65	\$ 129.65



Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
30.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 243.35	\$ 243.35
31.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 188.71	\$ 188.71
32.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
33.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
34.	1	GL	Road Flares (Fusee), bulk, 5 gallon container *Destructive incineration pricing may be substituted if Treatment is not available	Treat*	\$ 159.45	\$ 159.45

**TOTAL SECTION M:** \$ 6647.30  
**TOTAL SECTIONS A-M:** \$ 22,854.43

# Ocean Blue Environmental Services, Inc.

SUPPLEMENTAL HW DISPOSAL TABLE

Waste Type	Disposal Method	Package Method	05 gal drum	16 gal drum	30 gal drum	55 gal drum	Cubic Yard Box/Pallet	4 Ft. Light Tube	8 Ft. Light Tube
Light Tube	RC	Bulk						.56 ea	\$1.12 ea
Sodium Bulbs	RC	Bulk	\$3.00 per bulb	\$3.00 per bulb	\$3.00 per bulb	\$3.00 per bulb	\$3.00 per bulb		
Batteries Alkaline	LF	Bulk	\$ 87.00	\$ 172.00	\$ 181.00	\$ 210.00	\$ 675.00		
Batteries Lithium	LF	Bulk	\$ 192.75	\$ 340.00	N/A	N/A	N/A		
Batteries Nicad	LF	Bulk	\$ 116.75	\$ 230.00	N/A	N/A	N/A		
Ammunition / Fireworks	D1	Bulk	\$ 940.00	\$ 995.00	N/A	N/A	N/A		
CRT's	RC	Bulk	.68/lb	.68/lb	.68/lb	.68/lb	.68/lb		
Electronics	RC	Bulk	.68/lb	.68/lb	.68/lb	.68/lb	.68/lb		

**BIDDER'S REFERENCES**

The Bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

**REFERENCES**

District  
 Company Name: San Diego Unified School District  
 Contact Name: Glen Boogren  
 Address: 4100 Normal Street  
 San Diego, CA 92103  
 Phone Number: 858-637-3698  
 Fax Number: 858-627-7353  
 Dollar Value of Contract: \$ 150,000 - 200,000  
 Contract Dates: 11/2006 to 9/2009  
 Requirements of Contract: Hazardous Waste Management Serv. (1 of 2 Contractors)  
 Emergency Response Services (Single Source)

Airport Authority  
 Company Name: San Diego County Regional Airport Authority  
 Contact Name: Paul Manasjan  
 Address: P.O. Box 82776  
 San Diego, CA 92138  
 Phone Number: 619-990-1767  
 Fax Number: 619-400-2794  
 Dollar Value of Contract: \$3,000,000 term max  
 Contract Dates: 3/2/2007 to 3/1/2010  
 Requirements of Contract: Hazardous Waste Management Services  
 Emergency Response Services (Single Source)

District  
 Company Name: San Diego Unified Port District  
 Contact Name: Bill Hays  
 Address: P.O. Box 120488  
 San Diego, CA 92112  
 Phone Number: 619-686-6584  
 Fax Number: 619-686-6467  
 Dollar Value of Contract: \$ 500,000 per yr  
 Contract Dates: 7/11/2007 to 1/1/2009  
 Requirements of Contract: Hazardous Waste Management  
 Emergency Response Services (1 of 2 Contractors)

BIDDER'S STATEMENT OF SUBCONTRACTORS - TSDF

The Bidder is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: Waste Management, Inc. Contact Name: John Winwood  
Address: 35251 Old Skyline Rd.  
Phone Number: 562-433-5175  
Fax Number: 562-439-5653

Environmental Protection Agency (EPA) I.D. Number and California Certified Unified Program Agency (CUPA) Permit (or equivalent): CAT 000 646 117  
Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: TSDF

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: \_\_\_\_\_

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: \_\_\_\_\_

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: \_\_\_\_\_



California Environmental Protection Agency  
Department of Toxic Substances Control

**HAZARDOUS WASTE FACILITY PERMIT**

Permit Number: 02-SAC-03

Facility Name: Chemical Waste Management, Incorporated,  
Kettleman Hills Facility

Owner Name: Waste Management, Incorporated

Operator Name: Chemical Waste Management, Incorporated

Facility EPA ID Number: CAT000646117  
Effective Date: June 16, 2003  
Expiration Date: June 30, 2013  
Date Modified: September 21, 2007  
Modification Number: MOD3 NC1-2007-013

Pursuant to Section 66270.42, title 22, division 4.5, California Code of Regulations, the Hazardous Waste Facility Permit, issued and effective June 16, 2003, is hereby modified to incorporate the permit modification described in section 2 of Part VII. Permit Modification History. This cover page and the number of pages to the June 16, 2003 permit are affected by this modification. The revised permit consists of 38 pages including this cover page.

*Thomas M. Finner*

Chief, Northern California Permitting and  
Corrective Action Branch  
Hazardous Waste Management Program  
Department of Toxic Substances Control

Date: 7/17/07

BIDDER'S STATEMENT OF SUBCONTRACTORS - TSDF

The Bidder is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: Rho-Chem LLC  
Address: 425 Isis Ave.  
Inglewood, CA 90301  
Phone Number: 323-776-6233  
Fax Number: 310-645-6379

Environmental Protection Agency (EPA) I.D. Number and California Certified Unified Program Agency (CUPA) Permit (or equivalent): CAD 008 364 432  
Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: TSDF

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: \_\_\_\_\_

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: \_\_\_\_\_

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?  Yes  No

If yes, provide details on separate page.

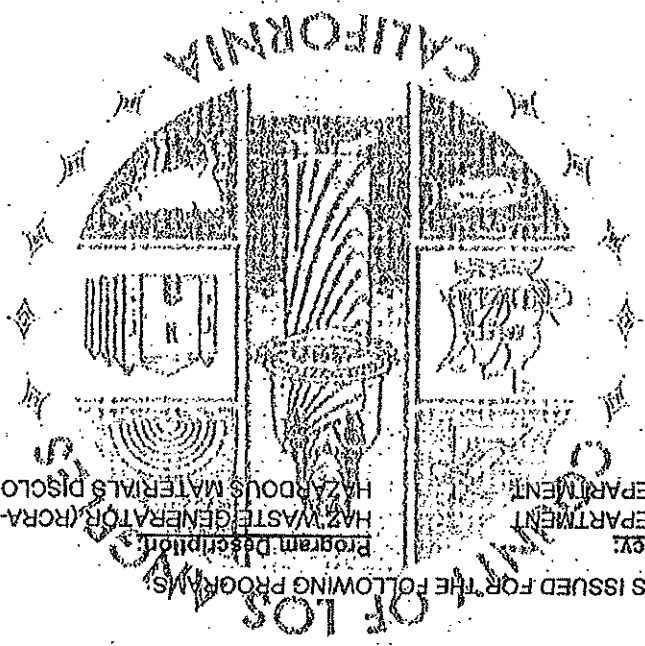
What portion of work will be assigned to this subcontractor: \_\_\_\_\_

This consolidated permit/license is valid for the above location. The permit/license is non-transferable. Void upon change in ownership.

ISSUED ON: Feb 28, 2008

ISSUED BY: P. Michael Freeman  
County of Los Angeles Fire Chief

THE CONSOLIDATED PERMIT/LICENSE MUST BE POSTED AT THE FACILITY AT ALL TIMES.



THIS PERMIT/LICENSE IS ISSUED FOR THE FOLLOWING PROGRAMS:  
Administering Agency: LA COUNTY FIRE DEPARTMENT  
LA COUNTY FIRE DEPARTMENT  
HAZARDOUS WASTE GENERATOR (RCRA-LQG) PROGRAM  
Program Description: HAZARDOUS MATERIALS DISCLOSURE PROGRAM

OWNER: PHILIP SERVICES CORP (PSC)

LOCATION OF BUSINESS BEING PERMITTED/LICENSED: 425 ISIS AVE, INGLEWOOD, CA 90301

FISCAL YEAR: 07/08 LA CO. CUPA NO: AR0014666

ISSUED TO: FA0014665  
RHO-CHEM CORP  
425 ISIS AVE  
INGLEWOOD, CA 90301

EXPIRATION DATE : 12/11/2008

LOS ANGELES COUNTY CERTIFIED UNIFIED PROGRAM AGENCY  
ADMINISTERED BY LOS ANGELES COUNTY FIRE DEPARTMENT  
CONSOLIDATED PERMIT/LICENSE TO OPERATE

**HAZARDOUS WASTE FACILITY PERMIT**  
**California Environmental Protection Agency**  
**Department of Toxic Substances Control**



Permit Number: 90-3-TS-002

Facility EPA ID No.: CAD008364432  
Effective Date of Permit: September 28, 1990  
Expiration Date of Permit: September 27, 1995  
Date Modified: May 16, 2008  
Modification Number: MOD SC3-2008-009

**Facility:**  
Rho-Chem Hazardous Waste Management Facility  
425 Isis Avenue  
Inglewood, California 90301

**Owner/Operator:**  
Rho-Chem L.L.C.  
subsidiary of Phillip Services Corporation  
425 Isis Avenue  
Inglewood, California 90301

Pursuant to 25200 of the California Health and Safety Code, this Hazardous Waste Facility Permit issued and effective on September 28, 1990, is hereby modified to address. Revised pages 1a, 11a, 111a, 11a, 2b and attachment B, labeled as "Revised May 19, 2008" are hereby incorporated into the approved permit which now consists of 73 pages including Attachments.

*Phillip B. Chandler*  
Phillip Chandler, R. Geophys.  
Unit Chief  
Brownfields and Environmental Restoration Program  
Chatsworth Office

Date: *May 16, 2008*



June 25, 2008

Regulatory Agency Visits at Rho-Chem

(2006-2008)

Date	Agency	Violation	Resolution	Status
10/26/06	CUPA (LA Co. Fire Dept-HAZMAT Div.)	Regular visit	No violation. Minor suggestion to the Cont. Plan and Business Plan	Closed
03/06/07	DTSC Consent Order for Violations per 7/10/06	Same as above for 7/10/2006	Class I & II violations – Consent Order penalty \$17,000	Closed
04/13/07	CUPA	Five minor findings re. empty drum, condition of drums, small stain of the non-haz dye etc.	To be fixed within a month.	Closed
6/28/07	D.T.S.C. Annual inspection	Three violations Re. storing waste in un- authorized Area, no signature on daily inspection form and no Label on one drum	Consent Order penalty - \$17000	Action items corrected
4/23/08	D.T.S.C. Annual inspection	Two violations re. wrong accumulation date and Waste exceeded 10 days at the transfer station	Awaiting the Consent Order	Action items corrected

**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY**

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, Donald Ostrand, General Manager, certify that my company, Ocean Blue Environmental Services, Inc, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 6/13/3008 Signature: Donald Ostrand

CONTRACTOR INFORMATION FORM

CONTRACTOR: Ocean Blue Environmental Services, Inc.

BID NUMBER: 9075-08-A

CONTRACT TITLE: Hazardous Waste Management Service

CONTACT PERSON: Trevor Hembera 7:00 a.m. to 3:30 p.m.

PHONE NUMBER: One (1) Hour Response or Less 619-294-6682

FAX NUMBER: 619-294-6743

PAGER NUMBER: 619-726-1125

CELL PHONE NUMBER: 619-540-8398

EMERGENCY NUMBER: 619-294-6682

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: Trevor Hembera


(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: Donald Ostrand

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 10

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S (M) (T) (W) (TH) (F) S

PRINT NAME: Trevor Hembera

SIGNATURE: 

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.

**CONTRACTOR STANDARDS**

*Questionnaire*

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/bid. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/bid non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Hazardous Waste Management Services

**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	Ocean Blue Environmental Services, Inc.		
DBA	San Diego	CA	92110
Street Address	City	State	Zip
3110 Hancock Street	San Diego	CA	92110
Contact Person, Title	Phone	Fax	
Trevor Hembera, Project Supervisor	(619) 540-8398	(619) 294-6743	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes  No

If Yes, use *Questionnaire Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 Yes  No

If Yes, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

Corporation Date incorporated: 7/11/94 State of incorporation: California

List corporation's current officers:

President:	<u>Ron Dae</u>
Vice President:	<u>Moonho Lee</u>
Secretary:	<u>Ron Dae</u>
Treasurer:	<u>Moonho Lee</u>
CEO:	<u>Maria Lee</u>

Is your firm a publicly traded corporation?  Yes  No  
If Yes, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Limited Liability Company Date formed:  / / State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Partnership Date formed:  / / State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sole Proprietorship Date started:  / /

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture

Date formed:  / /

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* for a Joint Venture's submission to be considered responsive

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  Yes  No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for making a false claim or material misrepresentation to a private or governmental entity? Yes  No

If Yes, use Questionnaire Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any firm owner, partner, officer, executives, or management been convicted of a crime, including misdemeanors, or been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violations involving the bidding, awarding, or performance of a government contract? Yes  No

If Yes, use Questionnaire Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This questionnaire response is submitted as:

- Initial submission of Contractor Standards Questionnaire.
 Update of prior Contractor Standards Questionnaire dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

Complete all questions and sign below. Each Questionnaire Attachment "A" page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

- (a) To comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
(b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).

(c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) To provide the Purchasing Agent updated responses to the Contractor Standards Questionnaire within thirty (30) calendar days if a change occurs which would modify any response.

(e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/bid shall make the bid/bid non-responsive.

Print Name, Title: TRAVOR HEMBEA SUPERVISOR
Signature: [Handwritten Signature]
Date: JUNE 26, 2008

Purchasing & Contracting Dept. • City of San Diego  
CONTRACTOR STANDARDS  
Questionnaire Attachment "A"

Provide additional information in space below. Use additional Questionnaire Attachment "A" pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

[Empty rectangular box for providing additional information]

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this Contractor Standards Questionnaire and that I am responsible for completeness and accuracy of responses on this Questionnaire Attachment "A" page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

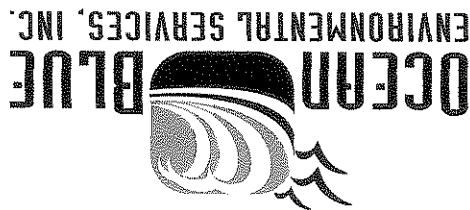


12

# Hazardous Waste Acceptance

12.1

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



(Please see attached Profile Work Sheet & Inventory Sheet)

- a.) Generator Information
- b.) Drum Number
- c.) Drum Size/Type
- d.) Shipping Name
- e.) Manifest Number
- f.) Waste name
- g.) Federal/State Codes
- h.) Physical State
- i.) Container Size
- j.) Container Type
- k.) Container Quantity
- l.) Total Volume
- m.) Special Handling Instructions

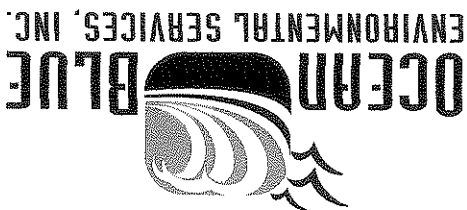
2. If the waste to be disposed of is a lab pack, multiple sized containers packaged into one drum, than an inventory sheet must accompany the waste profile sheet. The inventory sheet will contain the following information.

- a.) Generator Information
- b.) Site information
- c.) Waste Information/Identification
- d.) Waste State and/or Federal codes
- e.) Special Handling instructions
- f.) Waste Physical Characteristics
- g.) Metal Contaminates
- h.) Chemical Composition
- i.) Hazardous Components
- j.) Shipping and handling information

1. The first step in hazardous waste acceptance starts with the profiling process. A "Material Profile Sheet" will be completed using the information provided by the City of San Diego (City). The profile sheet contains the following information.

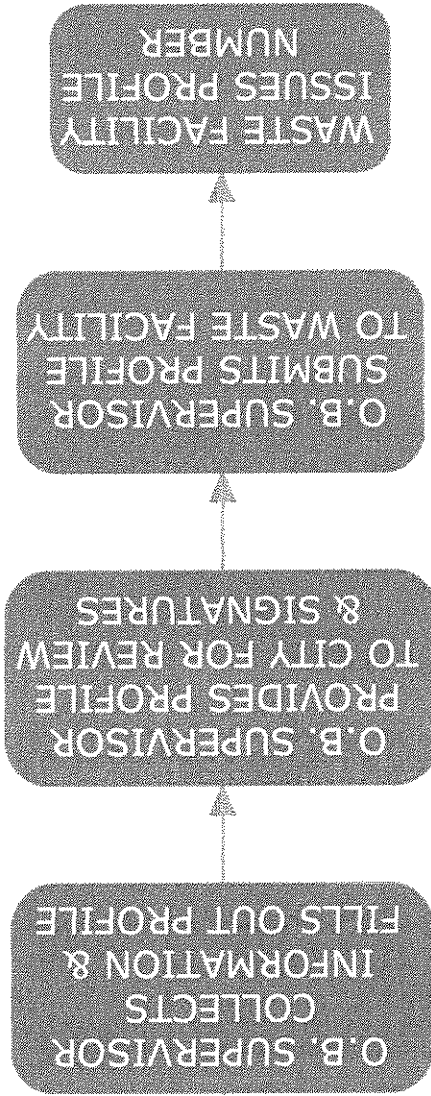
### HAZARDOUS WASTE ACCEPTANCE

## OCEAN BLUE ENVIRONMENTAL SERVICES, INC.



3110 Hancock St.  
 San Diego, CA 92110  
 Ph: (619) 294-6682  
 Fax: (619) 294-6743

3. Once the profile sheet has been completed with the correct information, Ocean Blue's supervisor will provide the profile work sheet to the City for review and signature. Ocean Blue can provide this via e-mail with attached PDF file or hand delivered, whichever method is more convenient to the City.
4. After approval and signatures by the City the profile will be submitted for the waste facility review and approval. The Ocean Blue supervisor will be responsible for working directly with the disposal facility to insure a timely approval.
5. Once a profile has been approved and a profile number has been issued by the waste facility the waste describe on the profile can be shipped and disposed of for one year as long as non of the waste information described on the profile work sheet has changed in any way.
6. Lab Packs are different in that they have to be approved each time they are shipped and therefore require a new profile number each time. This is do to the fact that Lab Packs change in one way or another every time they are packed and shipped, container size, container type, type of waste, number of containers in drum ect.
7. In the case that a waste must be removed from the site immediately and a profile has not been created for that particular waste, Ocean Blue will pick up the waste and transport it to our ten-day holding yard. Once there the profile process will be started immediately on a high priority status. The disposal facility can approve a profile and provide a profile number in as little as twenty-four hours.



**WASTE ACCEPTANCE**

**OCEAN BLUE ENVIRONMENTAL SERVICES, INC.**

3110 Hancock St.  
 San Diego, CA 92110  
 Ph: (619) 294-6682  
 Fx: (619) 294-6743



# GENERATOR'S WASTE MATERIAL PROFILE WORKSHEET

Customer Service Representative: \_\_\_\_\_

Profile Number: \_\_\_\_\_

## A: GENERATOR INFORMATION

1. US EPA ID No. \_\_\_\_\_

2. State ID No. \_\_\_\_\_

SIC Code \_\_\_\_\_

Name \_\_\_\_\_

4. Site Address \_\_\_\_\_

5. Contact \_\_\_\_\_

7. Consultant (if any): \_\_\_\_\_

4. Form Code: \_\_\_\_\_

Source Code: \_\_\_\_\_

Origin Code: \_\_\_\_\_

Phone \_\_\_\_\_

9. Fax \_\_\_\_\_

7. Phone \_\_\_\_\_

Zip \_\_\_\_\_

State: \_\_\_\_\_

3. Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

4. Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip \_\_\_\_\_

Fax: \_\_\_\_\_

## C: WASTE INFORMATION

1. Name of Waste \_\_\_\_\_

2. Process Generating Waste (be specific) \_\_\_\_\_

3. Generator has provided the following:  Other  Sample  MSDS  Waste Analysis

## D. PHYSICAL CHARACTERISTICS OF WASTE

1. Color: \_\_\_\_\_

2. Physical State @ 70° F:  Solid  Semi-Solid

3. Layers:  Multi-layered  B-Layered  Single Phased

4. Specific Gravity:  <0.8  0.8 - 1.0  1.1 - 1.2  1.3 - 1.4  Exact/Other: \_\_\_\_\_

5. Free Liquids:  No  Yes 100

6. pH:  N/A  <2  2-4  4-6  6-8  8-10  10-12.5  >12.5  Range: \_\_\_\_\_

Liquid Flash Point:  <73°F  73-100°F  101-141°F  142-200°F  >200°F  None  Closed Cup  Open Cup

## E: TOTAL COMPOSITION OF WASTE (all hazardous & non-hazardous)

RANGE

Min - Max

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

%

PLEASE NOTE: The TOTAL composition must be greater than or equal to 100%

2. Indicate if this waste contains any of the following:

Not Present

PCB

Cyanides: Amenable

Total

Phenolics

Sulfides

G. Is this waste any of the following:

Ignitable Solid

Oxidizer

Water Reactive

Shock Sensitive

Reactive (other)

None Apply

## THIS IS A (2) TWO SIDED FORM

ppm	D004	Arsenic (As)	<5ppm	<input type="checkbox"/>
ppm	D005	Barium (Ba)	<100ppm	<input type="checkbox"/>
ppm	D006	Cadmium (Cd)	<1ppm	<input type="checkbox"/>
ppm	D007	Chromium (Cr)	<5ppm	<input type="checkbox"/>
ppm	D008	Lead (Pb)	<5ppm	<input type="checkbox"/>
ppm	D009	Mercury (Hg)	<0.2ppm	<input type="checkbox"/>
ppm	D010	Selenium (Se)	<1ppm	<input type="checkbox"/>
ppm	D011	Silver (Ag)	<5ppm	<input type="checkbox"/>
ppm		Nickel (Ni)	<134ppm	<input type="checkbox"/>
ppm		Thallium (Tl)	<120ppm	<input type="checkbox"/>
ppm		Zinc (Zn)		<input type="checkbox"/>
ppm		Copper (Cu)		<input type="checkbox"/>
ppm		Hexavalent Chrome		<input type="checkbox"/>

F. METALS: Indicate of this waste contains any of the following metals, and which test method was used.

TCLP

TOTAL

Generator Knowledge

GENERATOR'S WASTE MATERIAL PROFILE WORKSHEET (continued)

Profile Number

H. USEPA / STATE WASTE IDENTIFICATION

- 1. Hazardous / California Waste?  Yes  No
- 2. NESHA/PS generator?  Yes  No
- 3. PCB Regulated by TSCA?  Yes  No

List ALL applicable RCRA waste numbers:

I. SHIPPING INFORMATION

- 1. Is this a DOT Hazardous Material?  Yes  No
- 2. Reportable Quantity (RQ) in pounds: \_\_\_\_\_
- 3. Method of Shipment:  Bulk Liquid  Bulk Solid
- 4. Number of Units to Ship Now: \_\_\_\_\_
- 5. Anticipated Volume/Units per Year:  OR  6. One Time

US DOT DESCRIPTION: USE THE FULL BASIC DESCRIPTION ON THE HAZARDOUS WASTE MANIFEST.

7. PROPER SHIPPING NAME

(If generic "n.o.s.", indicate the two predominant constituents in parenthesis)

J. SPECIAL HANDLING INFORMATION

- 8. HAZARD CLASS
- 9. DOT ID NUMBER
- 10. PACKING GROUP NUMBER
- 11. ADDITIONAL INFORMATION

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Ocean Blue Environmental Services, Inc.

## Lab Pack Inventory Sheet

Generator Name ABC COMPANY  
 Generator EPA # CAS 123 456 789  
 DM # 01  
 Shipping Name WASTE FLAMMABLE LIQUIDS, N.O.S.  
 Hazard Class 3  
 Manifest # 00123456711K  
 UN/NA # UN1993  
 Profile # LP12345  
 Size/Type 15/SOT  
 Packing Group II

Waste Name	EPA	State	Phys State	Cont. Size	Cont. Type	Qty	Total Vol	Special Handling
ALCOHOL	D001	331	L	1GAL.	M	2	1.5GAL	
ISOPROPYL ALCOHOL	D001	331	L	1GAL.	M	2	1GAL.	

Physical State Codes  
 L = Liquid, D = Sludge  
 S = Solid, B = Liquid & Solid  
 G = Gas

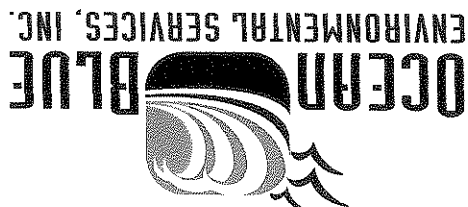
Container Type Code  
 M - Metal, G - Glass  
 P - Plastic

Total  
 Gals/LBS

# Communication and Coordination Plan

12.2

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743





OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

COMMUNICATION AND COORDINATION PLAN

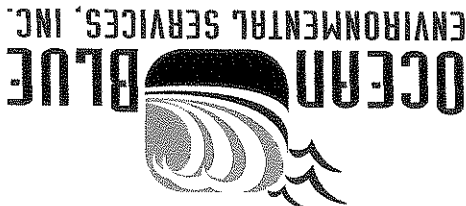
1. Ocean Blue Environmental Services, Inc. (Ocean Blue) will assign Trevor Hembera (Trevor) as supervisor to the City of San Diego (City) contract. Trevor will be the main point of contact for all City requests. General Manager, Don Ostrand will be assisting Trevor to insure the City gets the best of service. Ocean Blue will provide all contact information including phone, fax and email. Ocean Blue is available to the City 24 hours a day, 7 days a week, 365 days a year. Please see attached contact information sheet.

2. Upon receiving a request for hazardous waste pickup Trevor will review the request and determine if the waste has a profile in place or needs to be profiled. If a profile is in place Trevor will have the proper shipping documents printed and contact the City representative to schedule a pickup date and time that is convenient for the City. After a pickup date and time have been agreed upon Trevor will place the pickup on Ocean Blue's pickup schedule board. Trevor will contact the City representative 24 hours before the scheduled pickup to confirm schedule.

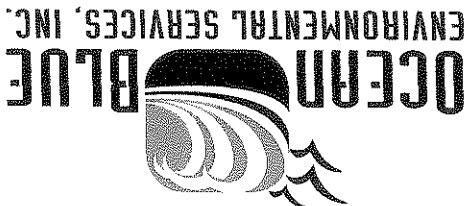
3. If requested, Trevor will provide the shipping documents for review and signatures to the City before the shipping date.

4. If the waste requires profiling Trevor will follow the waste acceptance procedures discussed in section 12.1.

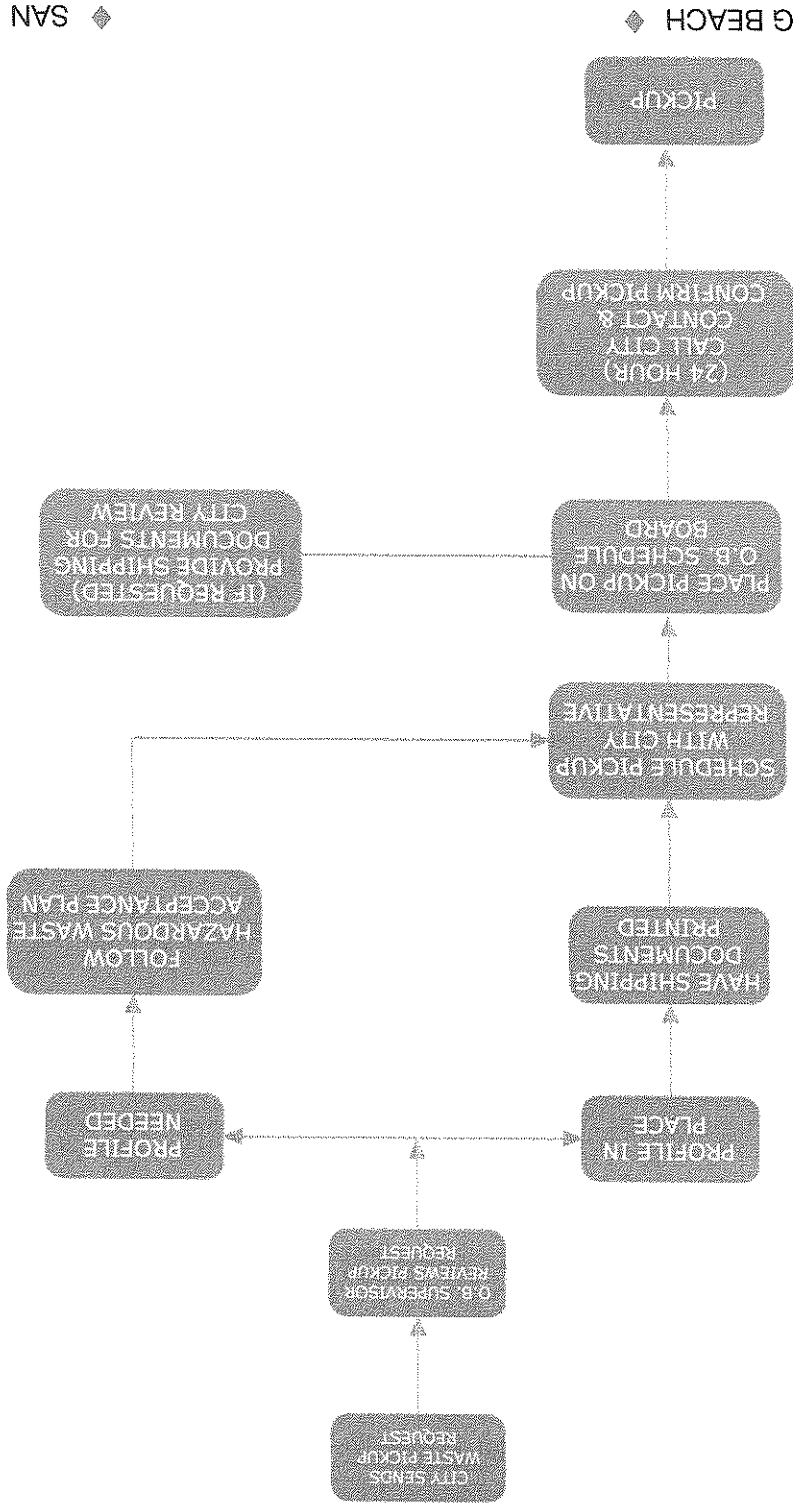
5. Standard working hours for Ocean Blue are Monday – Friday 7am – 5pm. Emergency Response Services hours are 24 hours a day, 7 days a week, 365 days a year.



3110 Hancock St.  
 San Diego, CA 92110  
 Ph: (619) 294-6682  
 Fax: (619) 294-6743



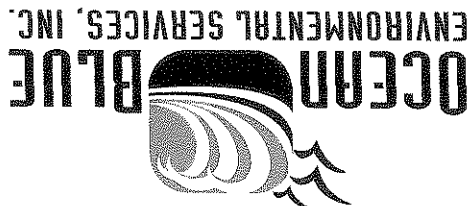
**OCEAN BLUE ENVIRONMENTAL SERVICES, INC.**  
**COMMUNICATION AND COORDINATION PLAN**



◆ SAN DIEGO ◆

◆ LONG BEACH ◆

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



**OCEAN BLUE CONTACT INFORMATION  
FOR THE CITY OF SAN DIEGO**

**Trevor Hembera** – Supervisor  
[Thembera@ocean-blue.com](mailto:Thembera@ocean-blue.com)  
Office: 619-294-6682  
Cell: 619-540-8398  
Fax: 619-294-6743

**Donald Ostrand** – General Manager  
[Dostrand@ocean-blue.com](mailto:Dostrand@ocean-blue.com)  
Office: 619-294-6682  
Cell: 619-726-1125  
Home: 949-493-6727  
Fax: 619-294-6743

**Cherisse Patterson** – Office Manager  
[Cpatterson@ocean-blue.com](mailto: Cpatterson@ocean-blue.com)  
Office: 619-294-6679  
Cell: 619-889-3016  
Fax: 619-294-6743

Ocean Blue Environmental Services, Inc. – San Diego, CA  
3110 Hancock St.  
San Diego, CA 92110  
Office: 619-294-6682  
Office: 877-658-6656  
Fax: 619-294-6743

Ocean Blue Environmental Services, Inc. – Long Beach, CA  
925 W. Esther St.  
Long Beach, CA 90813  
Office: 562-624-4120  
Office: 800-990-9930  
Fax: 562-624-4127

◆ LONG BEACH ◆

◆ SAN DIEGO ◆

# Disposal Documentation

12.3

3110 Hancock St.  
San Diego, CA 92110  
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Fx: (619) 294-6743



3110 Hancock St.  
 San Diego, CA 92110  
 Ph: (619) 294-6682  
 Fax: (619) 294-6743



OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

DISPOSAL DOCUMENTATION

HAZARDOUS WASTE MANIFEST/LDR

1. The procedures on completing and distributing required disposal documentation for hazardous waste would start with the City of San Diego (City) submitting a hazardous waste pickup request. The Ocean Blue supervisor will take the provided information and produce a computer generated Hazardous Waste Manifest document along with Land Disposal Restriction forms (LDR) if required. The information contained on a Hazardous Waste Manifest follows.

- a.) Generator EPA Identification Number
- b.) Number of Pages
- c.) Emergency Response Phone Number
- d.) Manifest Tracking Number
- e.) Generator Name, Contact Phone Number & Site Address
- f.) Transporter Company Name & EPA Identification Number
- g.) Designated Facility Name & Address, Phone Number & EPA Identification Number
- h.) U.S. DOT Description, Number & Type of Containers, Total Quantity, Unit of Measure & Waste Codes
- i.) Special Handling Instructions & Additional Information
- j.) Generators Certification
- k.) Generators Signature & Date
- l.) Transporters Signature & Date
- m.) Discrepancy
- n.) Alternate Facility, Facility Phone Number & EPA Identification Number
- o.) Signature of Alternative Facility
- p.) Hazardous Waste Report Management Method Codes
- q.) Designated Facility Signature

(Please see attached sample Hazardous Waste Manifest)

2. If requested the completed Hazardous Waste Manifest and LDR will be made available to the City for review and approval. The

completed manifest and LDR will be controlled by the Ocean Blue supervisor and taken to the pickup site for the scheduled waste pickup.

3. At the pickup the supervisor will ensure that the waste picked up matches the manifest in every way. Once this is completed the Ocean Blue Supervisor will get the City representative to sign and date the manifest. The supervisor will then get the Ocean Blue driver to sign and date the manifest.

4. After all signatures have been obtained the supervisor will pull the Generator's Initial Copy and give it to the proper City representative as directed. If the City request, Ocean Blue will provide the manifest mailing to DTSC. Other wise Ocean Blue supervisor will instruct the City representative on the 30-day requirement to mail a copy of the manifest to DTSC.

5. The rest of the manifest will accompany the waste to the treatment facility. After the waste has been verified with the manifest the treatment facility representative will sign the manifest and give the driver the Transporter Copy.

6. The treatment facility will enter any discrepancies and treatment codes. They will then mail a copy of the manifest to the State of California DTSC and a copy to the City with any destruction or recycle certifications.

### NON-HAZARDOUS WASTE MANIFEST

1. The procedures on completing and distributing required disposal documentation for Non-Hazardous Waste would start with the City of San Diego (City) submitting a waste pickup request. The Ocean Blue supervisor will take the provided information and produce a computer generated Non-Hazardous Waste Manifest document. The information contained on a Hazardous Waste Manifest follows.

- a. Generator EPA Identification Number
- b. Number of Pages

- c. Emergency Response Phone Number
- d. Manifest Tracking Number
- e. Generator Name, Contact Phone Number & Site Address
- f. Transporter Company Name & EPA Identification Number
- g. Designated Facility Name & Address, Phone Number & EPA Identification Number
- h. U.S. DOT Description, Number & Type of Containers, Total Quantity, Unit of Measure & Waste Codes
- i. Special Handling Instructions & Additional Information
- j. Generators Certification
- k. Generators Signature & Date
- l. Transporters Signature & Date
- m. Discrepancy
- n. Alternate Facility, Facility Phone Number & EPA Identification Number
- o. Signature of Alternative Facility
- p. Hazardous Waste Report Management Method Codes
- q. Designated Facility Signature

**(Please see attached sample Non-Hazardous Waste Manifest)**

- 2. If requested the completed Non-Hazardous Waste Manifest will be made available to the City for review and approval. The completed manifest will be controlled by the Ocean Blue supervisor and taken to the pickup site for the scheduled waste pickup.

- 3. At the pickup the supervisor will ensure that the waste picked up matches the manifest in every way. Once this is completed the Ocean Blue Supervisor will get the City representative to sign and date the manifest. The supervisor will then get the Ocean Blue driver to sign and date the manifest.

- 4. After all signatures have been obtained the supervisor will pull the Generator's Initial Copy and give it to the proper City representative as directed.

- 5. The rest of the manifest will accompany the waste to the treatment facility. After the waste has been verified with the manifest the treatment

2. If requested the completed Straight Bill of Lading will be made available to the City for review and approval. The completed Straight Bill of Lading will be controlled by the Ocean Blue supervisor and taken to the pickup site for the scheduled waste pickup.

**(Please see attached sample Straight Bill of Lading)**

- a. Number of Pages
- b. Transporter Company Name
- c. Shipper No.
- d. Carrier No.
- e. Date
- f. Consignee Name & Address
- g. Shipper Name & address
- h. No. of units & their container type
- i. Basic Description
- j. Total Quantity
- k. Weight
- l. Rate
- m. Charges
- n. Are Placards Tended
- o. Shipper signature
- p. Carrier Signature

1. The procedures on completing and distributing required disposal documentation for Waste shipped on a Straight Bill of Lading would start with the City of San Diego (City) submitting a waste pickup request. The Ocean Blue supervisor will take the provided information and produce a computer generated Straight Bill of Lading document. The information contained on this document follows.

**STRAIGHT BILL OF LADING**

6. The treatment facility will enter any discrepancies and treatment codes. They will then mail a copy of the manifest to the City with any destruction or recycle certifications.

Facility representative will sign the manifest and give the driver the Transporter Copy.



7. At the pickup the supervisor will ensure that the waste picked up matches the Straight Bill of Lading in every way. Once this is completed the Ocean Blue Supervisor will get the City representative to sign and date the manifest. The supervisor will then get the Ocean Blue driver to sign and date the Straight Bill of Lading.

8. After all signatures have been obtained the supervisor will pull the Generator's Initial Copy and give it to the proper City representative as directed.

9. The rest of the Straight Bill of Lading will accompany the waste to the treatment facility. After the waste has been verified with the manifest the treatment facility representative will sign the Straight Bill of Lading and give the driver the Transporter Copy.

1. Generator ID Number: CAS 123 456 789  
 2. Page 1 of 1  
 3. Emergency Response Phone: (123) 456-789  
 4. Manifest Tracking Number: 001493241 JJK  
 5. Generator's Name and Mailing Address: ABC COMPANY, 123 SOMEWHERE STREET, SOMEWHERE, CA 12345  
 6. Generator's Phone: (123) 456-7890  
 6. Transporter 1 Company Name: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.  
 U.S. EPA ID Number: CAD 983 608 258  
 7. Transporter 2 Company Name: ABC DISPOSAL FACILITY, 123 RECYCLE STREET, SOMEWHERE, CA 12345  
 U.S. EPA ID Number: CAD 123 456 789  
 8. Designated Facility Name and Site Address: ABC DISPOSAL FACILITY, 123 RECYCLE STREET, SOMEWHERE, CA 12345  
 U.S. EPA ID Number: CAD 123 456 789  
 Facility's Phone: (123) 456-7890

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers	11. Total Quantity	12. Unit	13. Waste Codes
X	UN1950 WASTE AEROSOLS 2.1	001 DM	00010	P	331 0001
4.					
3.					
2.					
1.					

14. Special Handling Instructions and Additional Information:  
 OCEAN BLUE JOB # 54321  
 PROFILE # 987654  
 WEAR PROPER PROTECTIVE EQUIPMENT WHEN HANDLING WASTE.  
 ERG#115

15. GENERATOR'S OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.  
 I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Officer's Printed/Typed Name: ON BEHALF OF ABC COMPANY: TOM JONES  
 Signature: \_\_\_\_\_  
 Date leaving U.S.: \_\_\_\_\_  
 Port of entry/exit: \_\_\_\_\_  
 Import to U.S.  Export from U.S.

16. International Shipments  
 Transporter signature (for exports only): \_\_\_\_\_  
 Date leaving U.S.: \_\_\_\_\_  
 17. Transporter Acknowledgment of Receipt of Materials  
 Transporter 1 Printed/Typed Name: ON BEHALF OF OCEAN BLUE: JOE SMITH  
 Signature: \_\_\_\_\_  
 Transporter 2 Printed/Typed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_

18. Discrepancy

18a. Discrepancy Indication Space  
 Quantity  Type  Residue  Partial Refection  Full Refection

18b. Alternate Facility (or Generator)  
 Manifest Reference Number: \_\_\_\_\_  
 U.S. EPA ID Number: \_\_\_\_\_  
 Facility's Phone: \_\_\_\_\_

18c. Signature of Alternate Facility (or Generator)  
 Signature: \_\_\_\_\_  
 Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)  
 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a  
 Printed/Typed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)  
 EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

SIGNATED FACILITY

TRANSPORTER INTL

GENERATOR

**LAND DISPOSAL RESTRICTION NOTIFICATION FORM (LDRNF)**  
For Wastes Subject to the Treatment Standards Found in 40 CFR 268

INSTRUCTIONS: Complete Part I, check and complete Part II Complete and sign Part III, if applicable.

**PART I. Generator, Reference and Manifest Information**

Generator Name: ABC COMPANY  
Address: 123 RECYCLE STREET  
City: SOMEWHERE  
State: CA Zip: 12345  
Manifest Number: 012345678JK

EPA I.D.# CAS 123 456 789

**PART II. Waste subject to Land Disposal Restrictions**

Pursuant to 40 CFR 268.7(a), I hereby notify that this waste shipment contains one or more of the following waste(s) restricted under the land disposal restrictions for which applicable treatment standards are set forth in 40 CFR, 268.40 or 42 USSC, 6924(d).

**EPA Hazardous Waste Numbers**

F listed Solvents (check all that apply)

F001, F002, F003, F004 or F005 (Underlying constituents must be identified. Use Form LDRN-IA)

F005 Containing 2-Nitropropane or 2-Ethoxyethanol

F001-17005 Containing carbon disulfide, cyclohexanone, methanol, or a combination of these constituents as the sole F001-5 regulated constituent.

**Other Wastes**

List all D.F.K.U or P Codes (if any) F001, D003, etc.	Subcategory (if any) See LDRN-113	Wastewater or Non-wastewater	W W N W	C&O Profile Number	Applicable California Codes
		X		12345	
				291	

**Hazardous Debris Notification**

This hazardous debris is subject to the alternative treatment standards of 40 CFR, 268.45

Contaminants subject to treatment (please list waste codes applicable to the debris)

Facility: Note that "Contaminants Subject to Treatment" are those constituents applicable to a waste code listed above for which a BDAT treatment standard established in 40 CFR, 268.40, including underlying constituents where applicable.

**Underlying Constituents to be Monitored**  
 F039 (Constituents to be monitored must be indicated. Use Form LDRN-1A)  
 Defined: An underlying constituent includes any constituent listed in 268.48, Table UTS-Universal Treatment Standards, except zinc, which can reasonably be expected to be present at the point of generation of the hazardous waste at a concentration above the constituent specific UTS treatment standard

The waste is a characteristic hazardous waste D001 or D002 which is intended for treatment/disposal in a CWA system, CWA-equivalent system, or Class I SDWA system. Underlying Hazardous Constituents (UHC's) are NOT required to be identified.

The waste is a characteristic hazardous waste D001 High TOC Ignitable Liquids Subcategory (i.e., greater than or equal to 10%TOC). Pursuant to 40 CFR 268.40, the waste must be treated using organic recovery (RORGs) or combustion technology. UHC's are NOT required to be identified.

Check here if the waste is a DO 1 2-17 non-wastewater or a DO 1 8-43 that is intended to be treated in a CWA system, CVA - equivalent system, or Class I SDWA system. If so, the waste is EXEMPT from the LDR regulations, and no further information is required.

**Deadline Extensions and Variances**  
 Certain wastes may be subject to a deadline extension or variance (e.g. treatability variance, case-by-case extension). Describe below any extension that applies to a waste in this waste shipment (include dates and waste codes).

**NOTICE:** This section must be completed (attach additional sheets if necessary)  
 Basis for this certification. Describe the knowledge upon which the certification is made.

**ARE THERE ANY CONSTITUENTS WHICH DO NOT MEET APPLICABLE LDR TREATMENT STANDARDS? IF YES, PLEASE LIST THE CONSTITUENTS WHICH REQUIRE FURTHER TREATMENT.**

Waste Code	Constituent(s)

Signature \_\_\_\_\_ Printed Name **JON SMITH**  
 Date **JUNE 27, 2008**

# Applicable Certifications

PART III. Authorized Representative

Crosby & Overton Profile Number <span style="font-size: 1.2em; font-weight: bold;">12345</span>	Manifest and Line Item Number associated with waste shipment <span style="font-size: 1.2em; font-weight: bold;">012345678JK</span>
--	---

**CHECK THE APPROPRIATE CERTIFICATION**

1. Generator's Certification (268.7(a)(2)(ii)) for waste that meets Treatment Standards and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR, Part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA Section 3004(d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.
2. Waste Treated to Remove Characteristics (268.7(b)(5)(iv))  
 I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet universal treatment standards. I am aware that there are significant penalties for submitting a false certification including the possibility of fine and imprisonment.
3. Debris Treated to meet Alternative Standards (268.7(d)(3)(iii))  
 I certify under penalty of law that the debris has been treated in accordance with the requirements of 40 CFR 268.45. I am aware that there are significant penalties for making a false certification including the possibility of fine and imprisonment.
4. Lab Packs to be Treated by Incineration (Certification must be completed.) Appendix IV Lab Packs  
 I certify under penalty of law that I have personally examined and am familiar with the waste and that the lab pack contains only wastes which have not been excluded under Appendix IV to 40 CFR Part 268 or solid wastes not subject to regulation under 40 CFR Part 261. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine or imprisonment.
5. Appendix V Lab Pack:  
 I certify under penalty of law that I personally have examined and am familiar with the waste through analysis testing or through knowledge of the waste and that the lab pack contains only organic waste specified in Appendix V to part 268 or solid wastes not subject to regulation under Part 261. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine or imprisonment.

Signature	Print Name
Title	Date

LDRN - 1B

Waste Codes Which Carry Subcategory Designations

Waste Code	Regulatory Subcategory
D001	LOW TOC Subcategory, Non-CWA/Non-CWA-equivalent/Class I SDWA systems.
D001	LOW TOC Subcategory, CWA/CWA-equivalent/Class I SDWA systems.
D001	High TOC Ignitable Characteristic Liquids
D002	Corrosive Characteristic Wastes, Non-CWA/Non-CWA equivalent, or Class I SDWA systems.
D002	Corrosive Characteristic Wastes, CWA, CWA-equivalent, or Class I SDWA systems.
D003	Reactive Sulfides Subcategory based on 261.23(a)(5).
D003	Explosives Subcategory based on 261.23(a)(6), (7) and (8).
D003	Other Reactives Subcategory based on 261.23(a)(1).
D003	Water Reactive Subcategory based on 261.23(a)(2), (3) and (4).
D003	Reactive Cyanides Subcategory based on 261.23(a)(5).
D006	Cadmium Containing Batteries.
D008	Lead Acid Batteries Subcategory.
D008	Radioactive Lead Solids Subcategory.
D009	Nonwastewaters High Mercury-Organic Subcategory
D009	Nonwastewaters High Mercury-Inorganic Subcategory
D009	Nonwastewaters that contain less than 260 mg/kg total mercury. (Low Mercury Subcategory).
D009	Elemental mercury contaminated with radioactive materials.
D009	Hydraulic oil contaminated with Mercury Radioactive Materials Subcategory.
D012-D043	Wastes that are managed in Non-CWA/non-CWA equivalent/Non-Class I SDWA systems only.
F003	F003 and/or F005 solvent wastes that contain any combination of one or more of the following three solvents as the only listed F001-5 solvents: carbon disulfide, cyclohexanone and/or methanol. (formerly 268.41(c)).
F005	F005 solvent waste containing 2-Nitropropane as the only listed F001-5 solvent.
F005	F005 solvent waste containing 2-Ethoxyethanol as the only listed F001-5 solvent.
F025	Light Ends Subcategory.
F025	Spent Filters/Aids and Desiccants Subcategory.
K069	Calcium Sulfate (Low Lead) Subcategory.
K069	Non-Calcium Sulfate (High Lead) Subcategory.
K071	Non-wastewaters from RMERC.
K071	Non-wastewaters not from RMERC.
K106	Non wastewaters that contain greater than or equal to 260 mg/kg total mercury.
K106	Non-wastewaters, less than 260 mg/kg total mercury that are residues from RMERC.
P065	Non-wastewaters, regardless of their total mercury content, not incinerator or RMERC residues.
P065	Non-wastewaters, either incinerator or RMERC residues and greater than or equal to 260 mg/kg total mercury.
P065	Non-wastewaters residues from RMERC and contain less than 260 mg/kg total mercury.
P092	Non-wastewaters that are incinerator residues and contain less than 260 mg/kg total mercury.
P092	Non-wastewaters, less than 260 mg/kg total mercury not residues from RMERC.
P092	Non-wastewaters, regardless of their total mercury content, not incinerator or RMERC residues.
P092	Non-wastewaters, eight incinerator or RMERC residues and greater than or equal to 260 mg/kg total mercury.
P092	Non-wastewaters residues from RMERC and contain less than 260 mg/kg total mercury.
U151	Non-wastewaters that are incinerator residues and contain less than 260mg/kg total mercury.
U151	Non-wastewaters that contain less than 260 mg/kg total mercury and not RMERC residues.
U151	Elemental Mercury Contaminated with Radioactive Materials.

Appendix IV to Part 268-Wastes Excluded From Lab Packs Under the Alternative Treatment Standards of

268.42(c)

Hazardous waste with the following EPA Hazardous Waste Codes may not be placed in lab packs under the alternative lab pack treatment standards of 268.42(c)(INCIN): D009, F019, K003, K004, K005, K006, K062, K100, K106, P010, P011, P012, P076, P078, U134, U151.

CONSTITUENTS TO BE MONITORED - This table identifies the constituents listed in 40CFR 268.48 for which universal treatment standards have been set. Use this table in association with the land disposal restriction notification form to identify underlying constituents to be monitored in F001-F005, F039, D001 (other than High TOC non-wastewater forms). D002 & D012-D043 hazardous wastes.

Table with 3 main columns: Chemical Name, Concentration (Conc.), and Method (WW, NWW). It lists numerous chemical constituents such as Acetophenone, Acetylacetone, Acrylonitrile, and others, with their respective concentrations and detection methods.

Regulated hazardous constituents for F001-F005 are indicated with (\*) Regulated hazardous constituents for F039 include all of those listed above except those indicated with (+)

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	
5. Generator's Name and Mailing Address <b>ABC COMPANY</b> 123 SOMEWHERE STREET SOMEWHERE, CA 12345 Generator's Phone: (123) 456-7890		6. Transporter 1 Company Name <b>OCEAN BLUE ENVIRONMENTAL SERVICES, INC.</b> CAD 983 608 258 U.S. EPA ID Number	
8. Designated Facility Name and Site Address <b>ABC DISPOSAL FACILITY</b> 123 RECYCLE STREET SOMEWHERE, CA 12345 Facility's Phone: (123) 456-7890		7. Transporter 2 Company Name  U.S. EPA ID Number	
9. Waste Shipping Name and Description <b>NON-HAZARDOUS WASTE SOLID (DRILL CUTTINGS)</b>		10. Containers 11. Total 12. Unit	
13. Special Handling Instructions and Additional Information <b>OCEAN BLUE JOB # 54322</b> <b>PROFILE# 987654</b> <b>WEAR PROPER PROTECTIVE EQUIPMENT WHEN HANDLING WASTE.</b>		14. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste. Generator's/Officer's Printed/Typed Name <b>ON BEHALF OF ABC COMPANY: TOM JONES</b> Signature Month Day Year 05 05 08 Port of entry/exit: _____ Date leaving U.S.: _____ Transporter Signature (for exports only): _____ Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name <b>ON BEHALF OF OCEAN BLUE: JOE SMITH</b> Signature Month Day Year 05 05 08 Transporter 2 Printed/Typed Name Signature Month Day Year 05 05 08	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		16. Transporter Signature (for exports only): Date leaving U.S.: _____	
17. Discrepancy		17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection	
17b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number		17c. Signature of Alternate Facility (or Generator) Facility's Phone: _____ Month Day Year	
18. Designated Facility Owner or Operator. Certification of receipt of materials covered by the manifest except as noted in item 17a		Printed/Typed Name Signature Month Day Year	

SIGNATED FACILITY

TRANSPORTER

INT'L

GENERATOR



**STRAIGHT BILL OF LADING**

ORIGINAL - NOT NEGOTIABLE

FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

Shipper No. S1234  
Carrier No. S1234

Ocean Blue Environmental Services (SCAC)

Date June 16, 2008

FROM: Shipper ABC Company Street 123 Somewhere City Somewhere State CA Zip Code 12345  
To: DEF Disposal Street 456 Recycle St. City Somewhere State CA Zip Code 54321  
n Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Route

Vehicle Number

HM No. of Units & Container Type

01/CF Waste lamps for recycle 125 lbs.

Table with columns for Description, Weight, Volume, etc.

PLACARDS TENDERED: YES NO X

Note - (1) Where the rate is dependent on value, shipper are required to state specifically in writing the agreed or declared value of the property, as follows: The agreed or declared value of the property is hereby specifically stated by the shipper to be: (2) Where the applicable tariff provisions specify a limitation of the carrier's liability does not exceed (3) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (4) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (5) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (6) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (7) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (8) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (9) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows: (10) Where the carrier's liability or the shipper's liability shall be limited to the extent of the carrier's liability or the shipper's liability, whichever is less, as follows:

Signature: I hereby declare that the contents of the bill of lading are true and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/decided, and are in conformity with applicable international and national governmental regulations. Signature: (Signature of Consignor)

RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted hereon and condition of contents of packages (weight, mark, consigned, and destined as indicated above which said carrier and possessor of the property under the contract agrees to carry to its usual place of delivery at said destination, it is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER ABC Company CARRIER Ocean Blue Environmental Serv. PER DATE June 16, 2008

Permanent post-office address of shipper. STYLE F360-3 © 2003 LABELMASTER (800) 621-5808 www.labelmaster.com



ATTENTION SHIPPERS!

# Hazardous Waste Identification/Spot Testing Procedures

12.4

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



1. With Generator Knowledge, the material and the process generating the waste is something the generator knows and that along with MSDS's can be used to determine the hazards associated with the waste.
2. With the Sampling and Analyzing, samples of the material will be collected and sent to a laboratory under a chain of custody. The resulting information is than used to determine what the hazardous properties of the waste material are.
3. With the Haz-Cat process it is usually an unknown material that must be packaged and removed from the site right away. Haz-Cat requires collecting a sample of the material and performing test in the field to determine the hazardous properties of the material. The following steps will be followed for this process.
  - a. An area will be selected for the test. This must be in a well-ventilated room or out of doors. The test must be conducted away from the container holding the unknown material.
  - b. When testing unknowns Ocean Blue will use level B personal protection equipment. A sample of the unknown material will be collected and moved to the testing area.
  - c. Once the material is in the test area Ocean Blue Field Chemist will start the Haz-Cat process. The Haz-cat test can be used to categorize unknown liquids and solids. It uses a flow chart of qualitative and a few semi-quantitative chemical tests. It is a quick, inexpensive way to

- a. Generator knowledge
- b. Material Safety and Data Sheet (MSDS)
- c. Sampling and Laboratory Analyses
- d. Field Testing (haz-cat)

**HAZARDOUS WASTE IDENTIFICATION/SPOT TESTING PROCEDURES**

**OCEAN BLUE ENVIRONMENTAL SERVICES, INC.**



identify characteristics of unknown materials. Some of the most common tests include the ignition test used to estimate the approximate flash point of the material. The pH test used to estimate the pH of aqueous samples. The Oxidizer test used to identify materials with potential oxidizing habits. The water solubility test used to determine how a material behaves in water to determine its reactivity and solubility. The peroxide test used to test for organic and inorganic peroxides. The sulfide test used to detect hazardous sulfide ions and the evaporation test used to measure the vapor pressure and volatility of a substance.

d. Once the tests have been completed and the results have been logged the material will be put into the appropriate container, marked and labeled.

4. Spot-checking occurs on every waste pickup. All Ocean Blue field personnel are trained to first look at drum/container markings to identify the physical state of the contents of the container. If the marking identifies the contents to be a solid and when the drum/container is moved to be loaded and its physical reaction to this is that of liquid than this fact must be investigated before going forward with the loading process.

5. The waste facilities carry the spot-checking even further. After the drum/container arrives to their facility and before any treatment starts samples are pulled and analyzed in the on site laboratory. The results are compared to the information provided by the profile. If there is any discrepancy Ocean Blue/Generator is notified immediately to correct the situation.

# Bulking Procedures

12.5

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**Ocean Blue Environmental Services, Inc.**

**Bulking Procedures**

Upon arrival at the job site there will be a tailgate safety meeting involving the Supervisor and the Technicians. It will cover the Preparation of the area designated for the bulking, the Segregation process, bulking procedures, clean-up procedures and the hazards involved with the chemicals that are to be bulked.

**Site Preparation:**

- a. An area will be designated for bulking that is well ventilated, well lit, and free of public traffic.
- b. Any and all floor drains/storm drains in the area will be sand bagged/ blocked.
- c. Set up visqueen in the designated bulking area.
- d. Set up containment around the designated bulking area.
- e. Have compatible drums opened and clearly marked for the material to be bulked. If the bulking project involves waste with different hazardous properties the drums will be clearly marked with drum numbers.

**Segregation:** (Bulking projects involving waste with different hazardous properties)

- a. An Ocean Blue Supervisor/Field Chemist will segregate all material to be bulked according to compatibility.
- b. Ocean Blue will use MSDS's, container labels and Haz-cating to determine which like material will be bulked together.
- c. Each individual container that is to be bulked will be assigned a number, matching the number of the drum it is to be bulked into.

**Bulking Waste:**

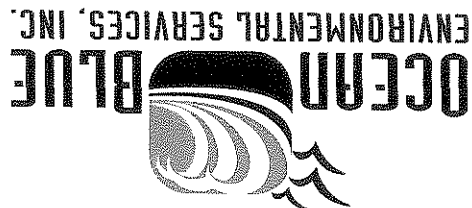
- a. Once the material has been identified and given a number it is bulked into the appropriate drum by matching the numbers. Ex: If the material to be bulked has a number 2 on the side it is poured into the drum marked number 2, making it very easy for the technician to identify which is the appropriate drum.
- b. Drum funnels are always used with liquids to prevent splashing or spillage.

4. **Clean-up:**
- a. When the bulking is complete the lids and bungs will be tightly replaced on the drum.
  - b. The drum will either be transferred to the truck for disposal or to the designated area in which the City stores their waste and put onto a containment pallet.
  - c. The containment area will be cleaned up. If the visqueen or PPE is contaminated it will be added to the debris drum. If it is clean it will be taken back to the Ocean Blue yard and disposed of properly.
- c. Scrapers and non-sparking tools are used to remove any excess waste remaining in the container.
  - d. If there happens to be a spill Ocean Blue will follow the spill response plan located in section 12.9 of this section.
  - c. Empty containers are handled accordingly, typically as debris.

# Health and Safety Plan

12.6

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743







## Ocean Blue Environmental Services, Inc.

### Health and Safety Plan

#### A. Health and Safety

To establish general safety rules and procedures designed to protect employees, company property, customers, general public and the environment. These rules are intended to address Routine and Emergency response services.

#### B. Accountability

All management and supervisory personnel are responsible and accountable for the effective communication and enforcement of these safety rules. Employees should understand that these rules cover Routine and Emergency response services.

#### C. Rules Summary

1. All employees are expected to:

- a. Comply with ALL specific safety instructions, operating procedures, posted signs, and instructions given by the supervisor. Also, comply with customer's safety rules, and ruled listed below, as applicable. If there is a disagreement between a customer's rule and an Ocean Blue rule, follow the rule, which offers the greater amount of protection. In no case should the employee do less than what is required by an Ocean Blue safety rule.
- b. Operate vehicles, equipment, or power tools only when authorized and qualified to do so.
- c. Obey ALL prevailing local, state, and federal traffic laws and regulations while operating any vehicle on Company property, in customers' plants, and on public streets and highways.
- d. Wear the personal protective equipment prescribed by posted signs, established operating procedures, written instructions, work permits, and rules listed below. Also, employees are required to wear any additional equipment specified by the supervisor or the customer's Safety Department for a particular job.
- e. Know the location and proper use of fire extinguishers, safety showers, eyewash stations, and other safety equipment in the work area.
- f. Smoke only when permitted to do so by Ocean Blue policy or prevailing customer plant rules. If smoking is permitted, smoke only in

designated smoking areas at designated times. Be sure to check with your supervisor or plant personnel before carrying matches or lighters into any plant.

g. Obtain a properly executed Work Permit as required by Ocean Blue procedures or established customer plant safety rules. If no permit is offered, ask for one before starting ANY work.

h. Clean up your work area after other work is completed. No job is complete until the area is clear of parts, tools, spilled product, and other debris.

i. Be aware of any potentially hazardous situations. Any questions or comments concerning safety practices or specific unsafe conditions should be directed to your supervisor or the local management. If conditions arise which make it unsafe to proceed with the assigned job, STOP and immediately notify your on-site supervisor.

j. Actively participate in "tail-gate" safety meetings at the job site and regularly scheduled safety meetings at you location.

2.

Employee Conduct:

Employees are expected to conduct themselves in civilized, orderly manner while on Company property, at any job site, or in transit to and from any job site.

Employees who are "on the clock" are prohibited from engaging in the following activities:

a. Fighting, horseplay, or other disruptive activities;

b. Possessing or brandishing a firearm or other weapon;

c. Willful or negligent destruction of property;

d. Theft of property belonging to Ocean Blue, customers, or other employees; and

e. Neglect of duty (including leaving post of duty without cause or permission and sleeping on duty).

3.

Substance Abuse:

Employees are prohibited from:

a. Possessing, consuming, dispensing, selling or reporting to work under the influence of illegal drugs or other illegal substances on Company premises or at any location while acting in the course and scope of employment.

b. Possessing, consuming, dispensing, or selling legally prescribed drugs, mind-altering, over-the-counter drugs, or alcohol while acting in the course and scope of employment, without proper authorization.

c. Reporting for duty, working or driving a Company vehicle in an impaired state due to consumption of alcohol or any drug or mid-altering substance, whether legal or illegal.

4.

Injury Reporting:

a. ALL on-the-job injuries, regardless of severity, must be reported promptly to the supervisor, or if you are working alone, to the General Manager or other management representative.  
b. If treatment other than minor first aid is indicated OR if you become aware of a job-related injury after leaving work, notify the General Manager or appropriate member of the management team, and a determination will be made regarding appropriate medical care.

5.

Vehicle Safety:

a. Only qualified, authorized personnel shall operate any Company vehicle.  
b. ALL vehicles shall be driven in a careful, cautious, and courteous manner with full consideration of prevailing traffic conditions, weather conditions, posted signs, and established local state, and federal traffic laws and regulations.  
c. Drivers shall check their assigned vehicle before leaving the yard. Any defect that may cause an accident, injury, or damage to the equipment itself, or that may interfere with the proper function of the equipment at the job site or in transit must be reported to the General Manager or other management representative. The defect must be repaired or replaced before such equipment leaves the yard.  
d. Drivers are responsible for the safety of any person riding in or on their vehicle. There shall be no riders on equipment not designed to carry passengers.  
e. No person other than Ocean Blue employees or persons on official business shall be allowed to ride in any Company service vehicle. No more than three persons may ride in the cab of a truck. Where allowed by plant policy and local law, passengers riding in the back of trucks must keep all parts of their body inside the bed of the truck.  
f. ALL Ocean Blue employees are required to wear seat belts while driving or riding in any Company vehicle equipped with seat belts. This includes supervisor's vehicles and rental cars while on company business.  
g. No Ocean Blue service vehicles shall be used to push, tow, or otherwise move a private vehicle.

- h. Drivers shall proceed to and from their assigned job using major streets and highways or a route specified by local management. Side trips and unauthorized stops along the way are strictly prohibited.
- i. Drivers shall not leave any vehicle unattended unless the engine is off, and the vehicle is safely and securely parked (e.g., tractor and trailer brakes activated, placed in low gear, wheels chocked, etc.)
- j. Vehicle engines shall not be started or allowed to run while refueling or while exposed to combustible or flammable atmospheres.
- k. Drivers are responsible for storing equipment, tools, and other materials in an orderly fashion on the vehicle. Loads shall be secured to avoid shifting or falling.
- l. Any load extending beyond the normal width or length of the vehicle shall be appropriately marked with warning signs or flags. No load shall be carried which completely obscures the driver's vision in any direction.
- m. Any vehicular accident involving injury to a person or damage to any vehicle, material, or property shall be reported immediately to the supervisor and local management.
- n. ALL drivers of DOT regulated vehicles must comply with applicable DOT regulations, including maintaining drivers logs, as required by law.
- o. Grounding shall be assured on all liquid vacuum and pneumatic conveyance vehicles and equipment before any material is moved. No material with a flash point of less than 140 degrees Fahrenheit shall be moved with pneumatic truck (air mover).

6.

Housekeeping:

- a. Housekeeping is the responsibility of every Ocean Blue employee. No job is complete until the work area is adequately cleaned up.
- b. All trash and scrap material shall be placed in proper containers promptly.
- c. Emergency equipment and building exits must be accessible at all times.
- d. All tools shall be returned to proper storage areas or tool boxed after use.
- e. Work areas, vehicles, and change houses must be kept clean. Personal clothing and materials shall be stored in lockers, if provided for that purpose. Company tools and materials shall not be stored in employees' lockers without specific management authorization.

D.

Personal/Protective Clothing and Equipment

1. General:

- a. ALL personnel shall dress suitably for the work in which they are routinely engaged. Loose clothing shall not be worn near moving machinery. Hair shall be groomed to support Company's professional image and to prevent obstruction of vision or other safety hazard. Long hair shall be contained in a hair net, pony tail, or other effective manner when working near moving machinery. Metal jewelry shall not be worn near live electrical systems or in corrosive atmospheres. Metal jewelry includes necklaces, bracelets, rings, earrings, etc. Earrings shall not be worn when using respiratory protective equipment.
  - b. Employees will not be allowed to work without a shirt or in a sleeveless shirt. All personnel should wear long sleeve shirts with the cuffs buttoned while working in customer facilities.
  - c. Industrial safety glasses shall be worn at all times as minimum eye protection by all Ocean Blue employees at all job sites. Industrial safety glasses with tinted lenses may be worn on Company property or if allowed by prevailing plant rules. However, tinted lenses shall not be worn after dark or inside vessels. Contact lenses shall not be worn in chemical plants or refineries when restricted by prevailing plant rules.
  - d. Company approved steel-toed boots are required as standard footwear for field personnel at all job sites and in Company yards and shop areas.
  - e. Never begin work on any line, vessel, or other equipment unless you are sure what service it is in and what protective clothing and equipment are necessary. Read the Work Permit carefully and consult with plant personnel or local management if you have any questions.
  - f. All off-site service employees on duty are required to have their complete Company-issued safety kit at the job site. The kit may consist of items such as a hard hat, clear lens safety glasses, mono-glasses, face shield bracket and face shield, chemical-resistant gloves, regular work gloves, steel-toed chemical resistant boots, slicker suit, and hearing protection.
2. Description and Application of Safety Clothing and Protective Devices:
- a. Safety Hats/Hard Hats – shall be worn on all work sites where there is a possibility of falling objects or where there is low clearance. Ocean Blue Personnel shall not wear metal hard hats.
  - b. Mono-goggles – shall be worn on all work sites where dusty, corrosive, or irritant chemicals are present. Mono-goggles are also required when grinding, scraping, reaming, using a wire brush, and when using compressed air or pneumatic tools.
  - c. Face shields – shall be worn in addition to mono-goggles when exposed to direct splashed or corrosive or irritant chemicals.

- d. Slicker Suits – shall be worn when exposed to direct splashes of corrosive or irritant chemicals.
- e. Chemical Resistant Gloves – shall be worn when exposed to corrosive and irritant chemicals. Neoprene or vinyl gloves are particularly useful when exposed to petroleum products. Leather work gloves can be used when handling drums or operating equipment if there is no foreseeable chemical contact.

# Confined Space Entry Procedures

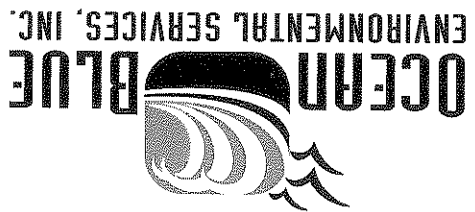
12.7

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743



- A. PURPOSE**
1. This program will establish a system for evaluating Confined Spaces to determine acceptable entry conditions, designate appropriate protective equipment, outline emergency procedures, and establish training requirements for personnel who may enter Confined Spaces, authorize or supervise such entry, or monitor entrants and associated conditions.
  2. A Confined Space is ANY work space which meets ANY of the following criteria:
    - (a) Large enough and designed in such manner that will enable a worker to enter and perform work.
    - (b) Has a limited means of entry and exit.
    - (c) Is not designed for continuous occupancy.
  3. Furthermore, this policy specifically addresses entry into confined spaces which:
    - (a) Contain or may contain a hazardous atmosphere.
    - (b) Contain the potential for engulfment by loose particles.
    - (c) Have an internal design that may cause containment of a worker by inwardly converging walls or flooring that slopes downward.
    - (d) Contain any other recognized safety or health hazards.
  4. Before entering any Confined Space an Ocean Blue Confined Space Entry Form must be completed. If the customer issues an Entry Permit, in accordance with their own facility policies and procedures, the Ocean Blue Confined Space Entry Form serves as a Parallel Verification that acceptable entry conditions exist.

**OCEAN BLUE ENVIRONMENTAL SERVICES, INC.**  
**CONFINED SPACE ENTRY PROCEDURES**  
**CFR 29 Part 1910.146**





Although most confined Space work will occur at a customer's site, each Ocean Blue location must survey their office/shop location to determine the presence of any Confined Spaces, whether fixed or mobile. For example, entry into Ocean Blue's vacuum tanks or roll-off boxes for maintenance purposes will constitute a Confined Space Entry as defined above. However, if such Confined Spaces do not meet the criteria specified in Section A.3 a through d above, certain provisions of this policy, such as the requirement for atmospheric testing or the requirement for an attendant, may be waived at the discretion of the location General Manager. (Note: If requirements are waived, the Confined Space must meet the OSHA criteria for a non-permit required Confined Space.)

**B. ENTRY PERMITS AND THE OCEAN BLUE CONFINED SPACE ENTRY FORM**

1. For the purposes of these instructions, the Ocean Blue Confined Space Entry Form may be referred to as a "Permit", even though the specific Confined Space may not require a permit under applicable federal and state regulations or even though the Ocean Blue Form may be serving as a Parallel Verification as stated above.

(a) Each Confined Space Entry must be preceded by the completion of a Hazardous Assessment. This may be accomplished using a checklist similar to the example included at the end of this section.

(b) A Confined Space Entry Permit must be issued prior to entry into ANY Confined Space. (Once again, the Ocean Blue Confined Space Entry Form must always be completed for any Confined Space Entry at any location or job site. It will serve as either a Stand Alone Permit or as Parallel Verification of the Entry Permit issued by the customer.)

(c) The Confined Space Entry Permit will be signed by all parties involved only after the requirements of the permit have been met and all applicable blanks have been checked off, filled in, or indicated as Not Applicable.

(d) The permit will contain the signatures of the attendant(s) and all authorized entrants who enter the Confined Space. These signatures, acknowledged that all personnel have reviewed the permit requirements, test results, and rescue planning prior to starting the job. The signatures also certify that all preparations, atmospheric testing and related calibrations have been completed and all specified protective equipment is on site and will be used.

- (e) Confined Space Entry Permits are issued to a single, specific job site and are valid for only one work shift, at the end of which a new permit must be issued, if work is to be continued in the Confined Space.
- (f) Additional permits, such as but not limited to, Hot Work or Lockout/Tagout should be attached to the Confined Space Entry Permit. Also, any Material Safety Data Sheets relating to the contents of the space or other chemicals in the work area should be included with the Entry Permit.
2. All permits will be posted in a conspicuous place, close to the entrance of the Confined Space and must remain at the work site until the job is complete and all personnel are out of the Confined Space.
3. All completed Ocean Blue Confined Space Entry forms shall be retained for at least three (3) years.

## C. PREPARATION

1. Review Confined Space With Customer
2. The Entry Supervisor (or Project Supervisor) shall:
  - (a) Obtain any available information regarding the Confined Space and entry procedures from the customer for each particular space to be entered, including physical, respiratory, and other hazards identified by the customer. Also, the customer's prior experience with the space shall be reviewed.
  - (b) Coordinate entry operations with the customer, including precautions or procedures implemented for the protection of personnel in or near the Confined Space.
  - (c) Inform the customer of Ocean Blue's Confined Space Entry procedures and requirements.
  - (d) Inform the customer of any hazards confronted or created during the course of the work.
3. Isolation of the Space

(a) ALL energy sources which are potentially hazardous to workers in the space, must be secured, relieved, disconnected or restrained.

(b) Energy Sources include:

(i) Electrical;

(ii) Mechanical;

(iii) Hydraulic;

(iv) Pneumatic;

(v) Chemical;

(vi) Thermal; and

(vii) Gravity.

(c) The objective is to identify and isolate these energy sources to a Zero Energy State. Consideration should be given to the following items:

(i) Make sure all connecting supply lines have been depressurized, vented and disconnected with a blind inserted into the line. Blinds or blanks shall be sized for the proper pressure and diameter.

(ii) Closed single valves are prohibited. Double blocks with bleeder valves open and both valves locked in the closed position and tagged are permissible.

(iii) Make sure all electrical components have been deenergized and locks and tags are in place. Group lockout procedures shall be used for all authorized entrants. Test system by activating start/stop switches.

(iv) Make sure all hydraulic and pneumatic systems are deactivated and mechanical components are blocked or supported in place.

(v) Allow all heated or steamed spaces to cool to an acceptable temperature before entry. Special administrative procedures or

personal protective equipment must be used to address temperature extremes over 100 degrees or less than 50 degrees Fahrenheit.

(d) Initial steaming, cleaning, or washing of the space shall be done from the outside, if at all possible.

## D. ATMOSPHERIC TESTING

1. Before entry, it is necessary to evaluate the atmosphere in the Confined Space for oxygen level, flammability, temperature extremes, and/or any contaminants that may be present or are potentially present in the Confined Space. This evaluation (or testing, if necessary) must be done by a qualified person using equipment which has been approved for use in such areas. All atmospheric testing equipment must be calibrated regularly per manufacturers instructions and field calibrated in a clean, ventilated environment prior to each use.

2. Testing of the Confined Space should be done throughout the entire portion of the space that workers will occupy during entry. Ventilation of the Confined Space may be temporarily discontinued during atmospheric testing to provide "worst case" data on the atmosphere in the space.

3. Atmospheric test samples shall be taken at different levels, if stratification of gases or vapors is possible.

4. Atmospheric tests are always performed in the following order: Oxygen Level, Lower Explosive Limit or LEL, then known or suspected toxins or other physical and/or health hazards.

5. If test results show that the atmosphere of the Confined Space is unacceptable, entry is prohibited, until conditions are brought to acceptable levels by purging, cleaning, or ventilating the space. No entry will be made when the oxygen level is over 23.5% or if the LEL reading is over 10%. Oxygen levels less than 19.5% are considered immediately dangerous to life and health (IDLH) and requires maximum respiratory protection, if entry is necessary.

6. The frequency of periodic retesting of the atmosphere shall be determined by a qualified person. The entry permit shall be canceled and reevaluated if subsequent tests show changes (up or down) of 2% or greater in oxygen or LEL readings.

7. Continuous atmospheric monitoring shall be used if rapid atmospheric changes are possible or anticipated, or if the space cannot be isolated, such as a sewer or tunnel system.

8. Should the Confined Space be abandoned for more than one (1) hour, the atmosphere must be retested prior to resuming the work.

## **E. PROTECTIVE EQUIPMENT**

There are two categories of protective equipment used for Confined Space Entry:

Operational and Personal.

1. Operational Protective Equipment is used to secure the worksite and to address general hazards in the Confined Space and/or adjacent work areas. Examples include:

- (a) Warning signs
- (b) Barricade tape or cones
- (c) Ventilation equipment
- (d) Fire protection equipment
- (e) Ground fault circuit interrupts
- (f) Lighting rated for hazardous locations
- (g) Grounding or bonding equipment
- (h) Ladders, scaffolding, or work platforms

2. Required operational protective equipment shall be noted on the Entry Permit. All Confined Space jobs shall be barricaded to provide a clear work area and to keep unauthorized personnel out. All portable electrical equipment must be equipped with a ground fault circuit interrupt (GFCI). All interior or entryway lighting must be rated for use in hazardous locations (e.g., low voltage, explosion-proof lighting or 110V explosion-proof lighting equipped with a GFCI or air driven lights) if flammable or explosive atmospheres are possible.

3. Any equipment which could generate a static charge must be adequately grounded and bonded (Examples: hydroblasters, steam machines, hose nozzles, vacuum trucks, air mover, etc.).

4. Ladders, scaffolding and work platforms must be properly erected and secured for use.

5. Personal Protective Equipment (PPE) which may be required for Confined Space Entry includes, but is not limited to:

(a) Airline Respirator (Supplied Air)

(b) Self-Contained Breathing Apparatus

(c) Other Specified Respirators

(d) Gloves

(e) Rain Gear

(f) Boots

(g) Hearing Protection

(h) Safety Glasses

(i) Fall Protection/Arresting Equipment

(j) Chemical Splash Goggles

6. Required personal protective equipment shall be determined by a qualified person and specified on the Entry Permit for all Authorized Entrants, Attendants, and potential rescue personnel. Consideration must be given to dusts, vapors, mists, fumes, oxygen deficiency, corrosive materials, flying objects, high noise levels, slippery footing, temperature extremes, and other known or suspected hazards. Vertical entries over four (4) feet may require special fall arresting and retrieval equipment.

7. Personnel using respiratory protective equipment must be trained and medically approved. Workers using impermeous clothing such as rain gear (slicker suits) must be carefully monitored for heat stress.

8. All employees entering the Confined Space must be equipped with the proper PPE. Under no circumstances will entry into a Confined Space take place until all protective equipment is in place and checked.

## F. COMMUNICATION AND EMERGENCY ACTION

1. The Attendant(s) must be able to communicate with entry personnel at all times. Options for communication methods include:

(a) Radio Communication

(b) Rope Signals

(c) Visual Hand Signals

(d) Sound (Voice)

(e) Tactile (Touching)

(f) Other Communication Methods

2. The Attendant must also be able to initiate rescue procedures if necessary. The emergency phone number must be boldly written in the box on the Confined Space Entry Form. Notification of a Confined Space Entry emergency shall be made to the responsible person or supervisor of the work unit in which the entry is being made in addition to the designated rescue team.

3. A rescue team must be designated for all Confined Space Entry operations. The rescue team may be Ocean Blue personnel, hose employer personnel, an outside rescue service, or any combination therein. The key is to be prepared to initiate rescue/retrieval operations and administer first aid or CPR if necessary.

4. Rescue action is best taken from outside the Confined Space utilizing retrieval equipment. A mechanical means of retrieval shall be provided for any vertical entry of more than four (4) feet.

5. Every entry requires the use of a full body harness and lifeline. If conditions exist which create a hazard by using the lifeline, approval to use only the full body harness not continuously attached to a lifeline must be obtained from Ocean Blue's General Manager, Safety Director or Operations Supervisor.

6. If Confined Space Entry personnel are exposed to substances that have Material Safety Data sheets (MSDS's, these MSDS's must be maintained with the permit and made available to medical personnel in the event of an injury involving exposure to that substance. If no MSDS is available for a particular waste stream or blended product, a waste profile or chemical analysis should be requested from the client.

7. All emergency procedures, including procedures relating to emergencies outside of the Confined Space, shall be reviewed with all entrants, attendants, and other related personnel prior to entry. Required rescue equipment shall be specified on the Confined Space Entry form. Never allow a person into a Confined Space until all participants know the procedure to get that person out in the event of an emergency.

## G. DUTIES OF CONFINED SPACE PARTICIPANTS

1. Ocean Blue Entry Supervisor

The Entry Supervisor is the person responsible for determining if acceptable entry conditions are present at a Confined Space where entry is planned, for overseeing entry operations, and for terminating entry. The Entry Supervisor serves as a liaison between the entry personnel and the customer representative or the Project Supervisor. An Entry Supervisor may also serve as an Attendant or as an Authorized Entrant as long as that person is trained and equipped as required for each role they fill. Also, the duties of the Entry Supervisor may be passed from one individual to another during the course of an entry operation. The duties of an Entry Supervisor are as follows:

- (a) Post a "Do Not Enter" tag at the entrance to the Confined Space upon initial arrival at the job site. This tag must remain in place until acceptable entry conditions are established and an Entry Permit is issued.
- (b) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of over-exposure to any hazard (respiratory or physical) that may be encountered.
- (c) Verify by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted, and that all procedures and equipment specified by the permit are in place before signing the permit and allowing entry to begin.



(d) Ensure that acceptable entry conditions are maintained throughout the duration of the permit, including periodic updates of atmospheric testing, if necessary.

(e) Post the completed and signed Confined Space Entry Form in a conspicuous place, close to the entrance of the Confined Space.

(f) Terminate the permit when either the entry operations covered by the permit have been completed or a condition that is not allowed under the permit arises in or near the Confined Space, such as a plant emergency (fire, gas release, etc.). If unsafe conditions arise within the Confined Space, "Do Not Enter" tags used be reattached to the entryway.

(g) Verify that rescue services are available and that the means for summoning them are operable.

(h) Make sure all participants who are actually taking part in the entry have completed the required training for Confined space Entry, Respiratory Protection, Hazard Communication, and/or other related subjects.

(i) Ensure that a properly completed and executed Entry Permit is obtained from the customer, if required by prevailing plant rules.

## Attendant

2.

The Attendant is an individual who is stationed outside the Confined Space who monitors the authorized entrants and performs the following duties:

(a) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of over-exposure to any hazard (respiratory or physical) that may be encountered. Also, the attendant must be able to recognize possible behavioral effects of hazard exposure in Authorized Entrants.

(b) Continuously maintain an accurate count of Authorized Entrants and ensures that the Entrant Roster is maintained on the permit. Also, the Attendant must ensure that means used to identify Authorized Entrants accurately identifies who is in the Confined Space.

- (c) Know and understand the chosen means of communication (radio, hand signals, rope signals, etc.), including emergency signals.
- (d) Communicate with Authorized Entrants as necessary to monitor Entrant status and order Entrants out of the Confined Space at the first indication of any of the following:

- (i) A condition or set of conditions whose hazard potential exceeds the limits authorized by the entry permit.

- (ii) An unexpected hazard.

- (iii) A toxic reaction which might be recognized by observing unusual action or behavior by the Authorized Entrants performing work inside the Confined Space.

- (iv) A situation outside the Confined Space which could pose a hazard to the Entrants inside the space.

- (v) If the Attendant cannot effectively and safely perform all the required duties.

- (e) Remain outside the Confined Space during entry operations until relieved by another Attendant. Never enter the Confined Space, even if you see a problem. Do not leave except to save your own life. If you must leave, order the Authorized Entrants to leave the Confined Space.

- (f) Summon rescue and/or other emergency services as soon as the Attendant determines that Authorized Entrants may need assistance to escape from Confined Space hazards. The Attendants primary duty in the event of an emergency is to summon help.

- (g) Keep unauthorized persons away from the entry space and do not allow anyone not listed on the Entry Roster to enter the Confined Space.

- (h) Perform a non-entry rescue, if necessary.

- (i) Perform no other duties that might interfere with the Attendant's primary duty to monitor and protect the Authorized Entrants.

Authorized Entrants

An Authorized Entrant is a person who is authorized to enter the Confined Space. The duties of an Authorized Entrant are:

- (a) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of over-exposure to any hazard (respiratory or physical) that may be encountered.
- (b) Know the proper use and limitations of all required personal protective equipment and use this equipment while entering and working in the space.

(c) Communicate with the Attendant as necessary to enable the Attendant to monitor Entrant status and to enable the Attendant to alert Entrants of the need to evacuate the Confined Space immediately under any of the following conditions:

- (i) A condition or set of conditions whose hazard potential exceeds the limits authorized by the entry permit.
- (ii) An unexpected hazard.
- (iii) A toxic reaction which might be recognized by observing unusual action or behavior by the Authorized Entrants performing work inside the Confined Space.
- (iv) A situation outside the Confined Space which could pose a hazard to the Authorized Entrants inside the space.
- (v) If the Attendant cannot effectively and safely perform all the required duties.

(d) Alert the Attendant whenever the Entrant recognizes any warning sign or symptom of over-exposure or detects a condition prohibited by the permit.

(e) Know and understand the chosen means of communication (radio, hand signals, rope signals, etc.), including emergency signals.

(f) Exit the Confined Space as quickly as possible whenever:

(i) An order to evacuate is given by the Attendant or the Entry Supervisor.

- H. TRAINING**
- (ii) An Authorized Entrant recognizes any warning sign or symptom of over exposure.
  - (iii) An Authorized Entrant detects a prohibited condition.
  - (iv) An evacuation alarm is activated.

1. All participants involved in a Confined Space Entry shall successfully complete a formal Confined Space training session before they are allowed to enter a Confined Space or take part in any portion of this activity.

2. Training content shall include the following:

- (a) A review of this Confined Space Entry Program;
- (b) A review of Ocean Blue's Entry Form and related instructions;
- (c) The general duties of Authorized Entrants, Attendants, and Entry Supervisors;
- (d) A demonstration of the proper use atmospheric testing equipment and rescue equipment; and
- (e) A test to establish proficiency in the covered material.

3. In addition to specific Confined Space Entry training, personnel involved in Confined Space operations shall successfully complete Hazard Communication Training and Respiratory Protection Training.

4. Refresher training shall be completed on an annual basis (or as necessary) to ensure proficiency with this program. This training may be conducted in conjunction with other refresher training (such as the OSHA 8 hour Hazwoper update).

5. Personnel who use atmospheric testing shall be trained in the proper use of the equipment in accordance with the manufacturer's instructions. This training shall, as a minimum, cover the following:

- (a) Limitations of the equipment;
- (b) Calibration; and

6. If Ocean Blue is providing personnel who may enter Confined Spaces to perform rescue operations, these individuals must have specific training, including but not limited to the following:

(c) Maintenance.

(a) The proper use of personal protective equipment and rescue equipment necessary for conducting rescues from Confined Spaces.

(b) The rescue team members shall practice making a Confined Space rescue at least once every twelve (12) months by means of simulated rescue operations in which they remove dummies, mannequins, or actual persons from a representative Confined Space. A representative Confined Space shall, with respect to opening size, configuration, and accessibility, simulate the types of Confined Spaces from which rescues are to be performed.

(c) Each member of the rescue team shall be trained as Authorized Entrants and in basic first-aid and cardiopulmonary resuscitation (CPR). At least one member of the rescue team, must hold current certification in first-aid and CPR at each Confined Space Entry worksite.

7. All training shall be documented and records shall be kept on file and be available for review for all Confined Space participants.

**CONFINED SPACE ENTRY PRE-JOB CHECKLIST  
AND HAZARD ASSESSMENT**

Use the following checklist to evaluate the Confined Space. This completed checklist is a permanent part of the related Confined Space Entry permit and shall be retained with that permit for three (3) years.

DO NOT enter a Confined Space until you have considered every question, determined that acceptable entry conditions exist and an Ocean Blue Confined Space Entry form has been completed and, if required, an Entry Permit from the customer or host employer has been issued.

**WORK SCOPE/PRE-JOB CONFERENCE**

	Yes	No
Is entry necessary?	( )	( )
Has the Ocean Blue Confined Space Entry program been reviewed with the customer?	( )	( )
Has the customer appraised Ocean Blue of the hazards applicable to the Confined Space?	( )	( )
Is there potential for any of the following hazardous conditions to be present?	( )	( )

\_\_\_\_\_ Oxygen Deficiency/Enrichment

\_\_\_\_\_ Flammable/Explosive Atmosphere

\_\_\_\_\_ Toxic Atmosphere \_\_\_\_\_ Corrosive \_\_\_\_\_ Reactive (O2 or Ho)

\_\_\_\_\_ Temperature Extremes \_\_\_\_\_ Engulfment \_\_\_\_\_ Electrical

Have Material Safety Data Sheets or waste profile sheets been provided? ( ) ( )

Has the area been surveyed for external hazards such as drifting vapors from other equipment or operations, nearby hot work or other conflicting activities, traffic and vehicular movement, potential ignition sources, etc.? ( ) ( )

Has Ocean Blue reviewed with the customer Hazards specific to Ocean Blue's equipment and processes?

**PREPARATION**

Yes No

Has the space been isolated from other systems?

Has electrical equipment been locked out?

Have disconnects been used where possible?

Has mechanical equipment been blocked, choked, and disengaged where necessary?

Have lines under pressure been blanked and bled?

Has the space been washed, rinsed, or otherwise cleaned before entry is made?

What are the physical characteristics of any remaining contents in the space? (Dust, liquids, solids, semi-solids, sludge, dissolved gases & vapors, etc.)

Was the space steamed?

If so, was it allowed to cool?

Are there other extreme temperature hazards present?

Specify:

## ATMOSPHERIC TESTING

Action levels specified on the entry form are those levels which require additional precautions or cancellation of the permit.

Is the person conducting atmospheric sampling trained in the proper use of the atmospheric testing equipment?  Yes  No

Are the instruments used for atmospheric testing properly calibrated (per manufacturer's instructions and field calibration procedures)?  Yes  No

Has the atmosphere in the Confined Space been tested? By whom? Specify individual by name and indicate if they are an Ocean Blue employee or customer representative.  Yes  No

Was oxygen at least 19.5% - not more than 23.5%?  Yes  No

Were toxic, flammable, or oxygen-displacing gases/vapor present?  Yes  No

Will the atmosphere in the space be monitored while work is going on?  Yes  No

Continuously?  Yes  No

Periodically? (If yes, give interval: \_\_\_\_\_)  Yes  No

Remember - Atmospheric changes can occur due to the work procedure or the product stored. The atmosphere may be safe for initial entry, but can change very quickly.

## VENTILATION

Has the space been ventilated before entry?  Yes  No

Will ventilation be continued during entry?  Yes  No

Mechanical Ventilation  Yes  No

Natural Ventilation  Yes  No

Is the air intake for the ventilation system located in an area that is free of combustible dust and vapors and toxic substances? NOTE: If using a pneumatic air-moving system, air must be drawn from the space, not blown into the space unless the system is operating on Grade "D" breathing air.  Yes  No

If atmosphere was found unacceptable and then ventilated, was it retested before entry?  Yes  No



**CLOTHING/EQUIPMENT**

Yes ( ) No ( )  
Is special clothing required (i.e., boots, chemical suits, glasses, etc.)?  
If so, specify: \_\_\_\_\_  
\_\_\_\_\_

Yes ( ) No ( )  
Are special tools required (i.e., spark proof)  
If so, specify: \_\_\_\_\_  
\_\_\_\_\_

**RESPIRATORY PROTECTION**

Yes ( ) No ( )  
Is respiratory protection required (i.e., air-purifying, supplied air, self-  
contained breathing apparatus, etc.)? If so, specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes ( ) No ( )  
Can entrants or rescuers get through the opening with an SCBA on (If you  
don't know, find out before starting the job)?

**TRAINING**

Yes ( ) No ( )  
Have ALL participants been trained in proper use of the respirators  
required for the entry?  
Yes ( ) No ( )  
Has the Attendant and/or one of the Entrants received first aid/CPR  
training?  
Yes ( ) No ( )  
Have ALL participants been trained in Confined Space Entry and the  
specific duties of the Entry Supervisor, Attendants, and Authorized  
Entrants?

**ATTENDANT/RESCUE**

Will there be an attendant on the outside in constant visual or auditory communication with the person(s) on the inside?	( )	( )
Will the attendant be able to see and/or hear the entrant(s) inside at all times?	( )	( )
Has the attendant been trained in emergency procedures?	( )	( )
Has an Emergency Rescue/Action Plan been completed?	( )	( )
Has a rescue team been designated? Specify rescue team: _____	( )	( )

Are safety lines and harnesses in place to assist in removing a person?	( )	( )
Are company rescue procedures available to be followed in the event of an emergency?	( )	( )
Are MSD sheets available for use in an emergency?	( )	( )
Are ALL participants familiar with emergency rescue procedures?	( )	( )
Do ALL participants know who to notify, and how, in the event of an emergency?	( )	( )

**ENTRY PERMIT**

The permit is an authorization in writing that states that the space has been tested by a qualified person, that the space is safe for entry; what precautions, equipment, etc., are required; and what work is to be done.

Has an Ocean Blue Confined Space Entry form been completed?	( )	( )
Is the Ocean Blue form a Stand Alone _____ or a Parallel Verification _____ Permit?	( )	( )
Has the customer issued a Confined Space Entry Permit?	( )	( )
Does the permit include a list of emergency telephone numbers?	( )	( )
Do the Authorized Entrants understand that they must be logged in and out on the space on the Entrant Roster?	( )	( )
Has the permit been signed by ALL participants?	( )	( )

Whenever the job is complete or the permit is canceled due to prohibited conditions or other reasons, the words "PERMIT CANCELED" should be boldly written at the top of the form along with the time of cancellation. The specific reason for the cancellation may be written on the back of the form.

## CONFINED SPACE EMERGENCY RESCUE/ACTION PLAN

Use the following checklist to establish a rescue plan for each Confined Space Entry. This completed checklist is a permanent part of the related Confined Space Entry permit and shall be retained with that permit of three (3) years.

### GENERAL INFORMATION

Identified Confined Space atmospheric hazard(s): \_\_\_\_\_

Identified Confined Space Content hazard(s): \_\_\_\_\_

	Yes	No
Rescue service notified and assigned emergency first aid/CPR person(s) on site?	( )	( )
Independent supplied air source and safety harness with lifeline available?	( )	( )
Mechanical retrieval equipment (tripod, winch, etc.) available?	( )	( )
Emergency communication procedures established?	( )	( )
Emergency phone numbers listed on permit?	( )	( )

### EMERGENCY COMMUNICATION

Identify method to notify site workers and entrants of an emergency situation and evacuation of the work site (portable air horn, radio, etc.): \_\_\_\_\_

The following standard hand signals will be used in case of failure of audible communications:

- HAND GRIPPING THROAT : Out of air, can't breath
- GRIP PARTNER'S WRIST OR BOTH HANDS AROUND WAIST: Leave area immediately
- HANDS ON TOP OF HEAD: Need assistance
- THUMBS UP: OK, I'm all right, I understand
- THUMBS DOWN: No, negative

## EMERGENCY PROCEDURES

(Should be modified as necessary for specific incidents)

The Entry Supervisor and/or Project Supervisor shall be notified of ANY on-site emergencies and are responsible for ensuring that the appropriate procedures are followed. The customer representative and the Ocean Blue Safety Representative will be notified of ALL accidents, incidents, near misses, and/or illnesses that occur at the client's facility.

### Change of Conditions or Unsafe Situation Discovered

Then Entry Supervisor and/or Attendant Shall:

- ORDER Authorized Entrants out of the Confined Space.
- PROVIDE assistance as necessary for removing personnel from the Confined Space (non-entry assistance).
- REMOVE and CANCEL the Entry Permit.
- POST the "Do Not Enter" tag at the entryway.
- STAND-BY until acceptable entry conditions are re-established and a new permit is issued.
- NOTIFY Ocean Blue's Safety Representative

### Injury (Man Down) in the Confined Space

The Entry Supervisor and/or Attendant Shall:

- SOUND the designated emergency signal immediately.
- CALL for emergency medical assistance and ambulance.
- ORDER non-injured Entrants out of the Confined Space, except those needed to assist injured employee.
- ASSIST rescue personnel in donning a safety harness and lifeline, along with the independent air supply for entry (if entry is required).
- CLEAR obstructions from entry point to Confined Space.

### For Horizontal (side) Entries:

- TRY to remove injured person from confined space using other Authorized Entrants and lifeline/body harness.
- If unsuccessful, entry must be made by qualified rescue team members.

**For Vertical (top or bottom) Entries:**

- SET UP retrieval equipment.
- TRY to remove injured person from confined space using other Authorized Entrants and lifeline/body harness.
- If unsuccessful, entry must be made by qualified rescue team members.
- EVALUATE nature of injury an use decontamination procedure on the affected person, if possible, before transporting to medical facility.
- PERFORM first aid and/or CPR, if necessary, until emergency medical assistance arrives.
- NOTIFY Ocean Blue's Safety Department, Location Management, and Client Representative.

**Personal Protective Equipment (PPE) Failure**

If ANY Authorized Entrant experiences failure or alteration of protective equipment that affects the ability of the PPE to effectively protect the worker, that person and other workers with similar PPE shall IMMEDIATELY exit the Confined Space. Re-entry shall not be permitted until the cause of the equipment failure is corrected and the equipment is repaired or replaced.

# Storm Water Pollution Prevention Plan

12.8

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743





## OCEAN BLUE ENVIRONMENTAL SERVICES, INC. STORM WATER POLLUTION PREVENTION PLAN

This plan and procedures are designed to give Ocean Blue Environmental Services, Inc. (Ocean Blue) personnel direction in the prevention of storm water pollution.

### 1. Accountability:

All management and supervisory personnel are responsible and accountable for the effective communication and enforcement of these procedures. Employees should understand that procedures cover Routine and Emergency response services.

### 2. Routine Drum Pickup:

Before any drums are moved for loading Ocean Blue personnel will inspect the area for floor drains, catch basins, curb inlets or any other storm water collection system. If any of the before mentioned collection systems are located the collection point will be plugged and/or damaged with sand bags to prevent the possibility of materials from entering the collection system. The truck spill kit will be made ready and placed for easy access. After the Pickup has been completed the plugs and/or san bags will be removed and the truck spill kit will be secured.

### 3. Emergency Responses:

In the event of an emergency protection of the storm drain system has a high priority. Before the cleanup process is to begin Ocean Blue personnel will inspect the area for floor drains, catch basins, curb inlets or any other storm water collection system. If any of the before mentioned collection systems are located the collection point will be plugged and/or damaged with sand bags to prevent the possibility of materials from entering the collection system. After the cleanup has been completed the plugs and/or san bags will be removed if the plugs have come in contact with the spill material they must be decontaminated before they are put away. If sand bags where used and they came in contact with the spill material they must be drummed and disposed of as contaminated.

**4. Bulking of Materials:**

Before the bulking process begins Ocean Blue personnel will inspect the area for floor drains, catch basins, curb inlets or any other storm water collection system. If the bulking location site contains any of the before mentioned collection systems they will be plugged and/or dammed with sand bags to prevent the possibility of materials from entering the collection system. The spill kit will be made ready and placed for easy access. After the bulking has been completed the plugs and/or san bags will be removed and the spill kit will be secured.



# Spill Response Plan

12.9

3110 Hancock St.  
San Diego, CA 92110  
Ph: (619) 294-6682  
Fx: (619) 294-6743





**Ocean Blue Environmental Services, Inc.**

**Spill Response Plan**

**A. Purpose**

The purpose of this document is to establish a spill prevention, reporting, and emergency response plan for Ocean Blue locations. This plan is intended to coordinate emergency response efforts with our clients and appropriate governmental authorities in the event of a hazardous materials spill.

It is the responsibility of the General Manager to implement this plan, with the assistance of the Corporate staff.

This plan will divide responsibilities by the job classification, with designated alternatives for key supervisory personnel.

**B. Driver's Responsibility**

- I. Prevention
  - a. Equipment: It is each driver's responsibility to insure that ANY vehicle operated is equipped to handle any reasonable emergency.
    - i. Selection
      1. When given your work order, read it before you leave for the job site in case you have any questions
      2. Check the following items:
        - a. Hazard class (or DOT class) of the material to be transported
        - b. The proper equipment needed for the material to be transported
        - c. The correct hose (if needed)
        - d. The proper personnel protective equipment
        - e. Any special handling instructions for the material to be transported

- i. Driver's Daily Vehicle Inspection Reports should be completed paying special attention to all tank valves, flanges, hatches, dust caps, and gaskets from leaks, loose fittings, etc.
- ii. Do not operate a piece of defective equipment that could cause an accident or a spill. Notify your supervisor, the mechanic and/or General Manager if a problem is noticed.
- iii. The following emergency equipment MUST be carried in each truck:
  1. Gloves
  2. Goggles
  3. Slicker Suit
  4. Chemical Resistant Boots
  5. DOT Emergency Guidebook
  6. Reflective Triangles (3)

- b. Inspection: It is the responsibility of each driver to inspect their vehicle and report maintenance needs before operation.
  - i. Driver's Daily Vehicle Inspection Reports should be completed paying special attention to all tank valves, flanges, hatches, dust caps, and gaskets from leaks, loose fittings, etc.
  - ii. Do not operate a piece of defective equipment that could cause an accident or a spill. Notify your supervisor, the mechanic and/or General Manager if a problem is noticed.
  - iii. The following emergency equipment MUST be carried in each truck:
    1. Gloves
    2. Goggles
    3. Slicker Suit
    4. Chemical Resistant Boots
    5. DOT Emergency Guidebook
    6. Reflective Triangles (3)

7. Fire Extinguisher
8. Copy of this Spill Response Plan
- c. Loading of Materials: It shall be the responsibility of each driver to observe ALL safety rules and wear ALL required equipment during loading operations.
  - i. Observe all plant safety rules.
  - ii. Dress in appropriate safety equipment as necessary for the job at hand.
    1. Slicker suit
    2. Chemical Resistant Boots
    3. Chemical Resistant Gloves
    4. Hard Hat with Face Shield
    5. Monogoggles
    6. Respirator (attached to your belt or person, if required)
  - iii. Close valves and hatches
  - iv. Connect hose and check all connections to insure that they are secure
  - v. Open only those valves and vent lines necessary to load the material
  - vi. Stay with your truck and check for leaks. Pay special attention to valves and weld points
  - vii. After loading, again check truck for leaks and close all valves and vent lines
  - viii. Display proper placard, if required, before moving truck
- d. Transportation
  - i. Follow all federal, state, and local laws and plant safety regulations regarding the safe operation of a motor vehicle.
  - ii. Follow the designated route to your destination.
  - iii. Always maintain a professional attitude
  - iv. Frequently check your truck through the use of your mirrors. Look for leaks, seepage, vapors, or puddles when stopped for various traffic conditions or driving breaks.
  - v. There will be NO smoking or open flames within seventy-five feet (75') of vehicle
- e. Unloading:
  - i. Observe ALL plant safety rules
  - ii. Dress in appropriate safety equipment (same as loading)
  - iii. Check ALL hose connections to insure they are secure.
  - iv. Open hatch or vent line and allow materials to flow into proper receiving vessel, pit, or other containment
  - v. Make sure ALL material is off-loaded and washed out
  - vi. Use spill bucket when disconnecting hoses to catch any leaking material
2. Spill Response Reporting
  - a. Types of spills to report:
    - i. ANY diesel fuel, motor oil, or hydraulic fluid from the truck
    - ii. ANY discharge of waste material from the truck
  - b. Whom to Notify:

1. Over the Road Spills:
  1. Call your supervisor and/or General Manager
  2. Call the nearest law enforcement agency only as directed by your General Manager on major spills.

Note: Do not leave the scene of the accident until proper authorities have arrived.
- ii. Spills at Loading or Unloading Sites:
  1. Your supervisor and the client representative
  2. The General Manager
- c. Information Needed to Report
  1. Make no statement of any kind to anyone except law enforcement officers or Ocean Blue Management. Report all relevant facts without speculation.
    - ii. To Home Office:
      1. Your exact location
      2. Unit number(s) of Ocean Blue vehicles involved
      3. Name, hazard class, UN or NA number, and shipping name of material(s) being transported
      4. Severity of spill
      5. Owner or generator of material spilled and generator EPA ID# (from manifest)
      6. Federal, state, or local agencies contacted and/or that are on the scene
      7. Names
      8. Phone Numbers
      9. Immediate dangers
      10. Life
      11. Environment
      12. Extent of injuries, if any
      13. Distance of the spill to any visible water source, including drainage ditches or storm drains
      14. Distance of spill to residential or commercial areas
      15. Actions being taken to reduce danger; i.e., how is spill being contained, has any evacuation been ordered?
  - d. Failure to Report a Spill Will Result In:
    - i. Disciplinary action by Ocean Blue
    - ii. Under United States Law, any person in charge of a tank truck who fails to report a spill of a hazardous substance shall, upon conviction, be fined up to \$10,000 and/or imprisoned for up to one (1) year.
3. Spill Response Procedures
  - a. Reduce Human Exposure
    - i. Secure the Site
    1. If you are involved in an accident, take steps to insure no other vehicles or pedestrians could become involved. Advise people at the scene to stay away from contaminated areas and ask someone to call the police or fire department, if necessary. Ask emergency personnel to block off the spill area.

2. If involved in a spill, try to contain it by ANY available means:
  - a. Use shovel to build earthen dam
  - b. Divert the spill from waterways or storm drains, etc. Use common sense
  - c. Contain solids using plastic sheeting or tarpaulin.
3. Locate source for the spill or leak and control it, if possible (i.e., plug hole in drum or tank, use vacuum to minimize leaking hatch, etc.)
  - ii. Call for emergency medical assistance as necessary.
  - iii. Inform law officers, fire department, or other personnel responding to the spill of the product name and hazards of the product that you are familiar with. Keep all unauthorized personnel at a safe distance from the spill and upwind of any vapors. Discourage the use of water to flush the spill until a Company representative can be consulted. Contact Chemtrix if additional assistance is needed.
  - iv. Suggest evacuation to local authorities on major spills or spill involving ignitable or material or toxic vapors. If fire is a threat or actually occurs, clear area to a half mile radius around the spill. If no fire is involved, clear area 200-300 feet from spill.
  - v. Refer to manifest and Emergency Response guidebook to obtain additional safety data and emergency procedures.
- b. Reduce Property Damage and Environmental Pollution
  - i. After containment measures are implemented and the source of the spill is controlled, clean up measures should be initiated. The steps include:
    1. If spill is on paved ground or other impervious surface, use compatible sorbent material to collect the spill. Absorbed material can then be swept or vacuumed into an appropriate vessel for transportation to an approved disposal site.
    2. If spill is on the ground. ALL contaminated dirt should be collected into drums, bags, or other appropriate vessel for disposal at an appropriate site.
    3. The extent of soil contamination should be confirmed by laboratory analysis whenever necessary. Prop sampling techniques, chain of custody requirement, and proper analytical method will be used.
  - c. Decontamination Procedures
    - i. The truck or trailer involved in the spill will be decontaminated on site to prevent any additional release of materials. The truck may be moved later to an authorized facility for further cleaning if necessary.
    - ii. ANY contaminated equipment may be cleaned in an open bucket or drum with a compatible cleaning solution. The spent cleaning solution and rinse water must be disposed of at an approved site.
    - iii. ALL contaminated clothing will be decontaminated in an appropriate cleaning solution or disposed of with other waste material.

**Supervisor's Responsibility**

**1. Prevention**

C.

- 3. Spill Reporting
  - a. Types of Spills to Report
    - i. Any diesel fuel, motor oil, or hydraulic fluid that cannot be readily contained in shop area.
  - c. Maintenance Procedures
    - i. Use spill buckets or other containers to catch material when changing valves or draining oil or other fluid from equipment.

**D. Mechanic's Responsibility**

- 1. Prevention
  - a. Inspection
    - i. During preventative maintenance procedures, inspect tank for signs of leakage or corrosion
    - ii. Notify General Manager of deficiencies or problems that you cannot readily correct.
- 2. Spill Reporting
  - a. What To Do When A Spill Is Reported
    - i. Complete the appropriate incident reports and make sure information is accurate and concise. Log all dates, times, phone numbers, and pertinent events
    - ii. Notify the General Manager or the next in charge. If the General Manager is not available, refer to the notifications under the General Manager's responsibilities and assume those responsibilities.
    - b. Have available the following information:
      - i. The information on your Preliminary Incident Report
      - ii. The available equipment and manpower to assist in the cleanup
      - iii. The current status of the emergency as of your last communication with the driver
      - iv. Alert client representatives only if so directed by your General Manager
      - v. Assist in coordination of cleanup efforts, including dispatching necessary personnel and equipment to spill site to implement cleanup procedure.
- 3. Spill Reporting
  - a. Work Orders
    - i. When a job is called in, make sure ALL pertinent information is received.
    - ii. Check the form or ask for:
      - 1. Correct waste name
      - 2. Correct placard required
      - 3. Safety precautions: special personal protection equipment
      - 4. Special handling instructions
      - 5. Material Safety Data Sheet
    - iii. Select proper equipment for the job and communicate this information to the driver.
    - iv. Instruct the driver on the routed they are to take to the destination if the job is off-site or a non-routine job.
    - v. Instruct the driver of any unusual handling instructions for the material to be transported.
    - vi. Review driver's daily Vehicle Inspection Report to be sure they are complete.

- ii. Any discharge of waste material from the truck that cannot be readily contained in the shop area.

b. Whom to Notify

- i. Call the General Manager

**E. General Manager's Responsibility**

I. Prevention and Preparedness

a. Personnel

- i. Ensure that ALL employees hired meet Ocean Blue hiring requirements.
  - ii. Ensure that ALL employees are oriented and trained in the use of their assigned equipment
  - iii. Ensure that ALL employees are trained in hazardous material handling and emergency response procedures
  - iv. Monitor driver's vehicle inspection reports, and job reports (and driver logs if applicable).
  - v. Become familiar with federal, state, and local laws regarding the movement of hazardous materials.
- b. Equipment
- i. Institute and maintain an equipment inspection and preventive maintenance program.
  - ii. Maintain an adequate inventory of spill response equipment.

2. Spill Reporting

a. What To Do When A Spill Is Reported

- i. Get all pertinent information from the supervisor or driver. Coordinate cleanup effort
- ii. Notify customer and/or divisional management as appropriate on extent of spill.
- iii. Notify appropriate governmental authorities, in writing, of the occurrence and nature of the spill. These agencies include:
  - 1. Department of Transportation
  - 2. Director of Hazardous Materials Registration
  - 3. Materials and Transportation Bureau, Washington D.C. 20990
  - 4. The agency responsible for environmental management in your state.

**Emergency Spill Response  
Preliminary Incident Report**

Ocean Blue Location: \_\_\_\_\_ Date: \_\_\_\_\_  
Exact Location of Incident: \_\_\_\_\_ Truck/Unit#: \_\_\_\_\_

Name of Material Spilled: \_\_\_\_\_ Hazard Class: \_\_\_\_\_  
Proper Shipping Name: \_\_\_\_\_ Hazard Class: \_\_\_\_\_

Est. Amount Spilled: \_\_\_\_\_  
Extent of Contamination: \_\_\_\_\_  
Distance to Nearest Waterway or Sewer: \_\_\_\_\_  
Distance to Nearest Residential Area: \_\_\_\_\_  
Distance to Nearest Commercial Area: \_\_\_\_\_

Remediation Steps Implemented: \_\_\_\_\_  
Weather Conditions: \_\_\_\_\_  
Injuries: \_\_\_\_\_  
Owner/Generator: \_\_\_\_\_  
Generator EPA ID#: \_\_\_\_\_

Agency Contacted: _____	Agency Contacted: _____
Name of Contact: _____	Name of Contact: _____
Tel.#: _____	Tel.#: _____
Time: _____	Time: _____

Agency Contacted: _____	Agency Contacted: _____
Name of Contact: _____	Name of Contact: _____
Tel.#: _____	Tel.#: _____
Time: _____	Time: _____





## THE CITY OF SAN DIEGO

June 18, 2010

VIA FACSIMILE TO (619) 294-6743

Mr. Donald Ostrand, President  
Ocean Blue Environmental Services,  
3110 Hancock Street  
San Diego, CA 92110-4415

Dear Mr. Ostrand:

Subject: Bid No. 9075-08-A — Hazardous Waste Management Service

The above contract expires on October 31, 2010; however, you offered the City an option to renew the contract for an additional one (1) year period beginning November 1, 2010, through October 31, 2011. You may be entitled to an increase based on the Consumer Price Index (CPI) and the Living Wage Ordinance (LWO). **Please fax this letter to me with your response at (619) 533-3237 no later than July 2, 2010.**

Effective with this renewal, the contract is subject to the City's LWO as set forth in the Municipal Code, Chapter 2, Article 2, Division 42. Covered employers must follow all Rules Implementing the LWO including: payment of wages to covered employees of \$11.00 per hour; a health benefit equal to \$2.20 per hour; 10 compensated days off; and 10 uncompensated days off each year. Additionally, covered employers must submit a completed LWO Certification of Compliance. Rules and forms can be found on Purchasing & Contracting Department's Vendor Info webpage at <http://www.sandiego.gov/purchasing/>.

Usually, the City does not grant an increase greater than the CPI, currently 0% for the San Diego region. However, due to implementation of the LWO, if sufficient justification is submitted the City may grant a larger increase. Regardless of the amount, supporting documentation must clearly justify a requested increase and must include: current hourly wages paid to employees with overhead; revised wages with overhead; and any other increases necessary to perform work under the terms of this contract. After evaluation, the City reserves the right to accept or reject the requested increase.



**Purchasing & Contracting Department  
Business Office & Support Services**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Tel (619) 236-6000 Fax (619) 236-5904

Page 3  
Bid No. 9075-08-A  
Mr. Donald Ostrand  
June 18, 2010

**City's Insurance Requirements:** Please take the attached insurance requirements into consideration when reviewing your option to renew the above referenced contract. If you have questions regarding your current insurance coverage, you may contact the Purchasing & Contracting Department Insurance Coordinator at (619) 236-6254.

If you have questions regarding the above, call Bill Broderick, CPPB at (619) 236-6653.

Sincerely,



Yukiko Kawai  
Contracts Processing Clerk

Enclosures

**LIVING WAGE ORDINANCE  
CERTIFICATION OF COMPLIANCE**



Sent Form to:

CITY OF SAN DIEGO  
LIVING WAGE PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 236-6682 Fax (619) 533-3240

**COMPANY INFORMATION**

Company Name: Ocean Blue Environmental Services, Inc.  
Company Address: 3110 Hancock St, SD CA 92110  
Company Contact Name: Donald Ostrand / Cherisse Patterson Contact Phone: 619-294-6682

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 4075-DB-A Start Date: 8/2008  
Contract Amount: \$500,000 End Date: 10/2013  
Purpose/Service Provided: Hazardous Waste Management Services

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance (LWO) must comply with all applicable provisions of the LWO unless specifically approved for an exemption. The basic requirements of the LWO obligate contractors and subcontractors to:

- Pay covered employees a wage no less than the minimum initial compensation of \$11.00 per hour (adjusted annually on July 1).
- Provide covered employees a health benefit of \$2.20 per hour (adjusted annually on July 1) or, if any lesser amount is applied toward a health plan, to add this difference to the hourly wage rate as cash payment.
- Provide a minimum of 10 compensated days off per year for vacation, sick leave, or other personal need at the employee's request and provide 10 additional uncompensated days off for personal or family illness when accrued compensated days off have been used.
- Inform all covered employees of their possible right to Federal Earned Income Tax Credit within 30 days of contract start.
- Permit access for authorized City representatives to work sites and relevant records to review compliance with the LWO.
- Maintain wage and benefit records for covered employees for 3 years after final payment.
- Prohibit retaliation against any employee who alleges non-compliance with the requirements of the LWO.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withhold of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Donald Ostrand

Name of Signatory

Project Manager

Title of Signatory

Donald Ostrand

Signature

6/29/2010

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:

Page 2  
Bid No. 9075-08-A  
Mr. Donald Ostrand  
June 18, 2010

Acceptance of an option to renew must be confirmed in writing by the City before it becomes valid. Please note that this letter **does not** constitute an award of the contract.

Do you agree to renew the contract per the option clause for one (1) year under the current terms and conditions incorporating the requirements of the Living Wage Ordinance?

- No  
 Yes - LWO Certification of Compliance attached.

If yes, specify percentage of increase requested for this option year:

0 % - Justification for requested increase attached.

Please have your authorized company representative sign below.

Signature of authorized representative: Donald Ostrand

Print/type signer's name and title: DONALD OSTRAND PROJECT MANAGER

Phone number: (619) 294-6682 Fax Number: (619) ~~294-6735~~ 294-6743

Date: JUNE 29th, 2010

#### Insurance/Other Requirements

Our records reflect the following coverages on file and expiration dates.

1. Commercial General Liability (EXPIRES July 1, 2010) must be for a minimum of \$2,000,000.00 Each Occurrence. **Renewal Certificate Required.**
2. Automobile Liability insurance coverage (EXPIRES July 1, 2010) must be for a minimum of \$2,000,000.00 CSL. **Renewal Certificate Required.**
3. A Workers' Compensation policy is required (EXPIRES July 1, 2010) and must contain a waiver of subrogation of rights against the City of San Diego. **Renewal Certificate Required.**
4. Pollution Liability insurance coverage (EXPIRES July 1, 2010) must be for a minimum of \$10,000.00 CSL. **Renewal Certificate Required.**
5. Business Tax Certificate: On file. Any firm engaged in doing business in the City of San Diego is required to obtain a Business Tax Certificate. Visit <http://www.sandiego.gov/treasurer/businessstax/index.shtml> for instructions.

Client#: 42184

3OCEABLU

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/09

**PRODUCER**

Willis Ins Services of CA, Inc  
4250 Executive Square, Suite 250  
La Jolla, CA 92037  
858-678-2000

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

**INSURED**

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

**INSURERS AFFORDING COVERAGE**

INSURER A: Nautilus Insurance Co	NAIC # 17370
INSURER B: Great Divide Insurance Co	25224
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 ADD'L LTR INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR	ECPO151093010	08/03/09	07/01/10	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & AD / INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS 90	BAP151147910	08/03/09	07/01/10	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	FFX151148010	08/03/09	07/01/10	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$Follow Form \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA151147810 USL&H Incl.	08/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Pollution	ECPO151093010	08/03/09	07/01/10	\$1,000,000
A	Professional Liab	ECPO151093010	08/03/09	07/01/10	\$1,000,000 \$50,000 Deductible

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

Re: All Operations of Named Insured  
The City of San Diego, its respective elected officials, officer, employees, agents and representatives are named as additional insured as respects the General & Auto Liability per the attached policy forms.  
(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of San Diego  
Purchasing & Contracting Department  
1200 Third Ave Ste 200  
San Diego, CA 92101

**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  
*Michael C. [Signature]*

**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.

**DESCRIPTIONS (Continued from Page 1)**

Coverage is primary and non-contributory. Waiver of Subrogation applies to the Workers Compensation.

\*10 Day Notice for Non Payment of Premium.

**ENDORSEMENT**

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

**ADDITIONAL INSURED - BLANKET - COVERAGE A & B**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

Section III - Who is an Insured is amended to include as an insured, with respect to Coverage A and B, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the occurrence giving rise to the claim or suit for which the person(s) or organization(s) seeks coverage.

Such additional insured status applies only:

1. With respect to your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
2. With respect to your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard, only when required by the written contract or written agreement.

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



**ENDORSEMENT**

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



This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:**

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

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

**ENDORSEMENT**

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

**WAIVER OF SUBROGATION**

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

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

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

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

## Lester, Cheryl

---

**From:** Lester, Cheryl  
**Sent:** Tuesday, February 17, 2009 11:47 AM  
**To:** 'Donald Ostrand'  
**Cc:** Broderick, William  
**Subject:** Ocean Blue Labor Rates: overtime

Don,  
I talked with Bill B. regarding what the labor charges are for work late on a Friday, on a Saturday and on Sunday.

On Page 4 of the RFB, it says "normal work hours shall be between the hours of 7am to 5pm, Monday – Friday. Overtime rates will apply at all other times."

We discussed this issue using the Otay WFP ammonia tank cleaning project work schedule proposed.

Bill sees that the labor rates are as follows:

### Friday

- Work from 12:00pm to 5pm will be at the regular hourly rate,
- 5pm – midnight at the overtime rate.
- If for some reason the worker had to continue on past the 12 hr day, the labor laws require double time. Our expectation is the worker would start their day at the project site to avoid working them over 12 hours if at all possible, especially due to the high hazard of the task.

### Saturday

- work hours 7am- 7pm at the overtime rate
- After a 12 hour day, labor laws require double time rate

### Sunday

- Work hours 7am- 7pm overtime
- After a 12 hour day, labor laws require double time rate

Bill...please correct me if I miss understood our conversation or if any additional clarifications are needed.

Don...if you have any clarifying questions, Bill would be the best person to speak with.

Thanks Cheryl



## THE CITY OF SAN DIEGO

October 17, 2008

Mr. Donald Ostrand, President  
Ocean Blue Environmental Services,  
3110 Hancock Street  
San Diego, CA 92110-4415

Dear Mr. Ostrand:

Subject: Bid No. 9075-08-A — Hazardous Waste Management Service – Sections I & II  
Primary

Your bid of June 27, 2008 has been accepted by the City of San Diego and the subject contract is being awarded for a period of one (1) year beginning November 1, 2008 through October 31, 2009, with options to renew for four (4) additional one (1) year periods.

### INSURANCE REQUIREMENTS:

Our records reflect the following insurance coverage on file and expiration dates.

1. Commercial General Liability (EXPIRES August 3, 2009) must be for a minimum of \$2,000,000.00 Each Occurrence.
2. Automobile Liability insurance coverage (EXPIRES August 3, 2009) must be for a minimum of \$2,000,000.00 CSL.
3. Workers' Compensation policy is required (EXPIRES July 1, 2009) and must contain a waiver of subrogation of rights against the City of San Diego.
4. Pollution Liability insurance coverage (EXPIRES August 3, 2009) must be for a minimum of \$10,000.00 CSL.

If you have any questions regarding insurance requirements, please call the Insurance Coordinator at (619) 236-6254.

Purchase order(s) will be issued as necessary to cover the City's specific requirements.



**Purchasing & Contracting Department  
Business Office & Support Services**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Tel (619) 236-6000 Fax (619) 236-5904



Page 2  
Bid No. 9075-08-A  
Mr. Ostrand  
October 17, 2008

If you have any questions, or foresee any problems which may impact the fulfillment of this contract, please call me directly at (619) 236-6653.

Thank you for doing business with the City of San Diego.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tom Roy".

Tom Roy, CPPB  
Principal Procurement Specialist

TR/cen

Enclosure



CITY OF SAN DIEGO ♦ PURCHASING & CONTRACTING  
DEPARTMENT INSURANCE REQUIREMENTS

ANY QUESTIONS PERTAINING TO THIS NOTICE SHOULD BE DIRECTED TO THE INSURANCE COORDINATOR:

PHONE: (619) 236-6254 ♦

FACSIMILE: (619) 533-6115

**FORWARD THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE ACCURACY ON THE INSURANCE CERTIFICATE**

*The insurance certificate must be prepared pursuant to the requirements listed below. Failure to comply with these requirements in a timely manner may jeopardize the renewal and/or continuation of this contract.*

1. The **FULL** name of the Company(s) affording coverage must be named on the certificate of insurance. Insurance Company(s) selected **MUST** be authorized to do business in the State of California and rated "A-, VI" or better by the A.M. Best Key Rating Guide. A **Service of Suit Clause** must be furnished in the event a Company is a Surplus Lines Company.
2. **Commercial General Liability** insurance should be written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. (1) The CGL policy shall include wording that the policy is Primary and Non-Contributory.
3. **Commercial Automobile Liability** shall be written on an ISO form CA 00 01 12 90, a later version of this form, or an equivalent form. Insurance certificate shall reflect coverage for any auto.
4. The City of San Diego must be named as **additional insured** on **Commercial General Liability and Automobile Liability** coverage. (A specific City department shall not be named.) The City requires Contractors to submit: (1) an ACORD certificate with Additional Insured Endorsement naming the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured, (2) a separate Additional Insured Endorsement page (CG 2010, CG 2026, or equivalent) also listing the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured.
5. The Worker's Compensation policy must be accompanied by an endorsement for the **Waiver of Subrogation of rights** against the "City of San Diego, its respective elected officials, officers, employees, agents and representatives."
6. The authorized Insurance Agency Representative's original signature is required.
7. A notation of "**All Operations**" or the **Bid/P.O. Number and/or Job Title** must be included on the certificate (one (1) per certificate). (**Note:** The "All Operations" endorsement covers all current and future operations with the City of San Diego. Minimum coverage must be in accordance with bid or contract specifications)
8. **Certificate holder information must read as follows:**

City of San Diego, Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

*ALL said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the agreement. Renewal certificates must be received by the Insurance Coordinator, City of San Diego Purchasing & Contracting Department, 1200 Third Ave, Ste 200, San Diego, CA 92101-4195 prior to the expiration date in order to ensure continuation of contracts. (6/08-ydk)*

**RENEWAL CERTIFICATES MAY BE FAXED TO (619) 533-6115 AND  
THE ORIGINAL MAILED TO THE ADDRESS NOTED ABOVE FOR CERTIFICATE HOLDER.**



# City of San Diego PRICING AGREEMENT

Bid No.: 9075-08-A

PA No. **8200056-0**

<b>Ship To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP-TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Bill To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP-TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Date:</b> 10/20/08 <b>Time:</b> 2:57:44PM <b>OPIS No.:</b> PA09-8200056-0 <b>Commodity Code:</b> 9717 <b>Last Option End Date:</b>	Page: 1 of 2
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<b>Vendor:</b>  OCEAN BLUE ENVIRONMENTAL SERVICES, 3110 HANCOCK ST SAN DIEGO, CA 92110-4415  USA	<b>Terms:</b> Net 30 <b>FOB:</b> Destination Tax Code: N
<b>Vendor ID:</b> OBE 04336004 <b>Phone:</b> () <b>Fax:</b> ()	<b>Buyer:</b> Bill Broderick <b>Phone:</b> 619-236-6158 <b>Fax:</b> 619-236-5904 <b>E-Mail:</b> WBroderick@sandiego.gov

Line #	Item ID/Description	Quantity/U/M	Unit Price	Extended Price
<i>This Document is for Contractual Information Only and is NOT a Purchase Order Purchase Orders Will be Issued as Needed</i>				
1	SECTION I Removal and disposal of hazardous waste on an emergency basis per pricing in section I of RFB 9075-08-A. Contact buyer for complete bid packet.	500,000.00 EA	\$ 1.0000	\$ 500,000.00
2	SECTION II Removal and disposal of hazardous waste on a routine/ basis per pricing in section II of RFB 9075-08-A. Contact buyer for complete bid packet.	200,000.00 EA	1.0000	200,000.00

**Notes:**

BID 9075-08-A  
HAZARDOUS WASTE MANAGEMENT SERVICE FOR ALL CITY SITES

EXERCISING ORIGINAL AWARD WITH 4 ADDITIONAL ONE (1) YEAR OPTIONS REMAINING TO RENEW CONTRACT FOR AN ADDITIONAL PERIOD FROM 11/01/08 THROUGH 10/31/10 WITH PRICE INCREASE AS AGREED TO IN BID PAGE 31.

Options To Renew:  
 11/1/09 through 10/31/10; NTE CPI or 5 %  
 11/1/10 through 10/31/11; NTE CPI or 5 %  
 11/1/11 through 10/31/12; NTE CPI or 5 %  
 11/1/12 through 10/31/11; NTE CPI or 5 %

EFFECTIVE 10/31/08 CONTRACT REASSIGNED FROM CLEAN HARBORS ENVIRONMENTAL

Public Agency Clause: YES

Vendor Contact: Donald Ostrand

INSURANCE TO BE UPDATED AS REQUIRED

NOTE: THIS SHEET IS FOR CONTRACT INFORMATION ONLY. THIS IS NOT A PURCHASE ORDER. PURCHASE ORDERS WILL BE ISSUED AS REQUIRED.

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a> and get all the answers.  For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at <a href="http://www.sandiego.gov/bids-contracts">www.sandiego.gov/bids-contracts</a> .	<b>SEE LAST PAGE FOR TOTALS</b>
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# City of San Diego PRICING AGREEMENT

Bid No.: 9075-08-A

PA No. **8200056-0**

<b>Ship To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP-TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Bill To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP-TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Date:</b> 10/20/08 <b>Time:</b> 2:57:44PM <b>OPIS No.:</b> PA09-8200056-0 <b>Commodity Code:</b> 9717 <b>Last Option End Date:</b>	<b>Page:</b> 2 of 2
<b>Vendor:</b> OCEAN BLUE ENVIRONMENTAL SERVICES, 3110 HANCOCK ST SAN DIEGO, CA 92110-4415 USA		<b>Terms:</b> Net 30 <b>FOB:</b> Destination <b>Tax Code:</b> N <b>Buyer:</b> Bill Broderick <b>Phone:</b> 619-236-6158 <b>Fax:</b> 619-236-6904 <b>E-Mail:</b> WBroderick@sandiego.gov	
<b>Vendor ID:</b> OBE 04336004 <b>Phone:</b> () <b>Fax:</b> ()			

**Notes (cont):**

NOTE: THIS SHEET IS FOR CONTRACT INFORMATION ONLY. THIS IS NOT A PURCHASE ORDER. PURCHASE ORDERS WILL BE ISSUED AS REQUIRED.

DISTRIBUTION: File, Vendor, Buyer, OPIS,  
 Cheryl Lester MS1103B, Dave Williams

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a> and get all the answers.  For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at <a href="http://www.sandiego.gov/bids-contracts">www.sandiego.gov/bids-contracts</a> .	<table> <tr> <td>Line Item Total</td> <td>\$</td> <td>700,000.00</td> </tr> <tr> <td>Tax</td> <td></td> <td>0.00</td> </tr> <tr> <td>Freight</td> <td></td> <td>0.00</td> </tr> <tr> <td><b>PA Total:</b></td> <td><b>\$</b></td> <td><b>700,000.00</b></td> </tr> </table>	Line Item Total	\$	700,000.00	Tax		0.00	Freight		0.00	<b>PA Total:</b>	<b>\$</b>	<b>700,000.00</b>
Line Item Total	\$	700,000.00											
Tax		0.00											
Freight		0.00											
<b>PA Total:</b>	<b>\$</b>	<b>700,000.00</b>											





# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

Bid No. 9075-08-A

## REQUEST FOR BID

Closing Date: **June 13, 2008**  
**@ 3:00 pm P.S.T.**

**Subject:** Furnish the City of San Diego with Hazardous Waste Management Service

**Timeline:** As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

**Note:** Recommended Pre-Bid Conference – See Page 27 for Details

**License(s) Required:** Various – See Pages 28 and 29 for Details

Company \_\_\_\_\_

Name \_\_\_\_\_

[PRINT OR TYPE]

Federal Tax I.D. No. \_\_\_\_\_

Street Address \_\_\_\_\_

Signature\* \_\_\_\_\_

City \_\_\_\_\_

Title \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

*\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail \_\_\_\_\_

### SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, under what Permit # \_\_\_\_\_

Cash discount terms \_\_\_\_\_ % \_\_\_\_\_ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: \_\_\_\_\_

State delivery time required: \_\_\_\_\_ days after receipt of order.

## FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cnn, Senior Procurement Specialist

Phone: (619) 533-6289

Fax: (619) 533-3228

E-mail: PAdams@sandiego.gov

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## **I. PRICING INSTRUCTIONS**

Bidder shall submit their pricing on the Pricing Pages submitted with this bid. The Pricing Pages are to be completed in full and shall be submitted with the bid. Only the City's Pricing Pages will be accepted. Any deviation from the Pricing Pages may be considered as non-responsive and unacceptable. Before completing pricing pages refer to Section IV, paragraph D, pages 57-64 for clarification on completing pricing tables.

### **A. PRICING**

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

A projected annual cost to provide disposal of hazardous waste services throughout the community of the City of San Diego is valued at approximately

- Projected 25% of service performed will be one hundred twenty-five thousand dollars (\$125,000.00) for emergency services and;
- Projected 75% of service performed will be three hundred seventy-five thousand dollars (\$375,000.00) for non-emergency, for a total projected contract sum of five-hundred thousand dollars (\$500,000.00) for emergency and non-emergency services.

### **B. LABOR RATE FEES**

Pricing on the labor fees page Schedule I – Emergency Response Rate shall include regular hourly rates and total contract value as defined below.

Pricing on the labor fees page Schedule II – Routine Response Rate shall include regular hourly rates and total contract value as defined below.

Incorporate the following additional factors into the rates pricing pages 5 and 15.

- All labor hours should be calculated portal-to-portal.
- Over night stay per diem rate (meals and lodging), per person. List rates on pricing pages 5 and 15, as applicable.
- All Labor hourly rates must include minimum personal protective gear required to respond to a request for service up to and including Level C (Work uniform and/or poly coated tyvek, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots, shoe covers, safety glasses, face shield, and hard hats (if required).

### **C. WORK HOURS**

Normal work hours shall be between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Overtime rate will apply at all other times.

**II. PRICING PAGE**

**SCHEDULE I – EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS**

**A. LABOR FEES**

Item No.	Est. Qty.	U/M	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
2.	1	HR	Field Technician Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
3.	1	HR	Driver (Class A) Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
4.	1	HR	Emergency Response Foreman Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
<b>TOTAL SECTION A:</b>					<b>\$</b>

**B. MATERIALS**

Note: Use of absorbents materials as a part of lab packing hazardous waste is to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$	\$
2.	1	EA	Universal absorbent rolls	\$	\$
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$	\$
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$	\$
5.	1	EA	Hand Pump (disposable)	\$	\$
6.	1	RL	Shrink Wrap	\$	\$
7.	1	RL	Hazard Tape	\$	\$
8.	1	EA	Triwall Box with liner (one cubic yard)	\$	\$
9.	1	EA	Coliwassa	\$	\$
10.	1	EA	Visqueen 6 mil	\$	\$
11.	1	EA	Duct tape	\$	\$
12.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus _____%		
<b>TOTAL SECTION B:</b>				<b>\$</b>	

C. EQUIPMENT

Note: Personal protective gear costs for hazardous waste packaging and transportation component of service must be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C gear with supplied air and any specialized outer wear.	\$	\$
2.	1	ST	Level A – Fully encapsulated suit	\$	\$
3.	1	DY	Cutoff saw (Sawsall)	\$	\$
4.	1	DY	Portable Lighting	\$	\$
5.	1	DY	High Pressure Low Volume Washer (with hoses and nozzles)	\$	\$
6.	1	DY	Generator (gas powered with fuel)	\$	\$
7.	1	HR	Portable Poly Tank with Containment – 500 gallon size	\$	\$
8.	1	DY	Backhoe	\$	\$
9.	1	DY	40 cubic yard Roll Off Container with Tarps & Bows	\$	\$
10.	1	DY	25 cubic yard Roll Off Container with Tarps & Bows	\$	\$
11.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$	\$
12.	1	DY	Confined Space Entry Equipment	\$	\$
13.	1	DY	Bobcat excavator	\$	\$
14.	1	DY	Air compressor (175cfm) with hoses and fittings	\$	\$

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$	\$
16.	1	DY	Ventilation Fan	\$	\$
<b>TOTAL SECTION C:</b>					<b>\$</b>

**D. INSTRUMENTATION**

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$	\$
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$	\$
3.	1	EA	Field Chemical Identification kit (HazCat)	\$	\$
<b>TOTAL SECTION D:</b>					<b>\$</b>



E. VEHICLES

Note: Any vehicle costs for transportation of containerized hazardous waste (5 gallon – 85 gallon size) component of service are to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Flatbed Truck	\$	\$
2.	1	DY	Step Van	\$	\$
3.	1	DY	Pick-up Truck/Passenger Van	\$	\$
4.	1	DY	Semi-Tractor	\$	\$
5.	1	DY	Storage Van	\$	\$
6.	1	DY	Liftgate Truck	\$	\$
7.	1	DY	Response Vehicle (stocked with items such as non-disposable spill clean up equipment and tools, fire protection, safety and traffic control equipment and materials, decontamination equipment, and any other basic supplies/equipment to perform the activity.	\$	\$
8.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges)	\$	\$
9.	1	HR	Vacuum Truck (with hoses and flanges)	\$	\$
<b>TOTAL SECTION E:</b>					<b>\$</b>

F. EMERGENCY RESPONSE DISPOSAL

Note: Disposal pricing shall include all necessary materials and equipment needed to complete the activity as described in the Bid for the listed waste types per container size and disposal method specified.

This pricing should included but is not limited to: all equipment and material needed to load containers; HazCat spot testing onsite when necessary; container with lid; labels and labeling; prepared disposal documentation; vehicle used in transportation to a storage facility and to an approved disposal facility; and disposal of the listed waste types per container size and disposal method specified.

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$	\$
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$	\$
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$	\$
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$	\$
5.	1	GL	Antifreeze, Lab Pack, 30 gallon container	Recycle*	\$	\$
6.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container	Treat**	\$	\$
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container	Treat**	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
8.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$	\$
9.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$	\$
10.	1	GL	Debris – RCRA solids with gasoline (not UST generated), bulk 5 gallon container	DI	\$	\$
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$	\$
12.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$	\$
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	DI	\$	\$
14.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill - Class 1	\$	\$
15.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container  *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Flammable Liquids, bulk, 5 gallon container	ALT Fuel*	\$	\$
17.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container	ALT Fuel*	\$	\$
18.	1	GL	Latex Paint, Lab Pack, 55 gallon container	Recycle*	\$	\$
19.	1	GL	Latex Paint, Lab Pack, 30 gallon container	Recycle*	\$	\$
20.	1	GL	Latex Paint, bulk, 5 gallon container	Recycle*	\$	\$
21.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	DI	\$	\$
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	DI	\$	\$
23.	1	GL	Non-RCRA solids with heavy metals, Bulk, 5 gallon container	DI	\$	\$
24.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$	\$
25.	1	GL	Oil (used), no solvent contamination, bulk, 5 gallon container	Recycle	\$	\$
26.	1	GL	Oil (used), no solvent contamination, bulk, 55 gallon container	Recycle	\$	\$
27.	1	GL	Oil (used), no solvent contamination, Lab Pack, 5 gallon container	Recycle	\$	\$
28.	1	GL	Oil (used), no solvent contamination, Lab Pack, 55 gallon container	Recycle	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
29.	1	GL	Oil (used) solvent contaminated, bulk, 5 gallon container	DI	\$	\$
30.	1	GL	Oil (used) solvent contaminated, bulk 55 gallon container	DI	\$	\$
31.	1	GL	Oil (used) solvent contaminated, lab pack 5 gallon container	DI	\$	\$
32.	1	GL	Oil (used) solvent contaminated, lab pack 55 gallon container	DI	\$	\$
33.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$	\$
34.	1	GL	Oil-Based Paints, Lab Pack, 30 gallon container	DI	\$	\$
35.	1	GL	Oxidizing Liquids, Lab Pack, 55 gallon container	Treat**	\$	\$
36.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation costs separate)	Treat**	\$	\$
37.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$	\$
38.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$	\$
39.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$	\$
41.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 5 gallon container	DI	\$	\$
42.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 55 gallon container	DI	\$	\$
<b>TOTAL SECTION F:</b>						<b>\$</b>

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

\* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

\*\* Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available

**SCHEDULE II - ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATE SCHEDULE**

**G. LABOR FEES**

Note: Any labor costs for routine/scheduled hazardous waste pick up component of service is to be included in disposal pricing.

Item No.	U/M	Est. Qty.	Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Field Chemist Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
2.	HR	1	Field Technician Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
3.	HR	1	Driver (Class A) Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
4.	HR	1	Emergency Response Foreman Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
<b>TOTAL SECTION G:</b>					<b>\$</b>

H. MATERIALS

Note: Use of absorbent materials as a part of lab packing hazardous waste is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$	\$
2.	1	EA	Universal absorbent rolls	\$	\$
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$	\$
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$	\$
5.	1	EA	Hand Pump (disposable)	\$	\$
6.	1	RL	Shrink Wrap	\$	\$
7.	1	RL	Hazard Tape	\$	\$
8.	1	EA	Triwall Box with liner (one cubic yard)	\$	\$
9.	1	EA	Coliwassa	\$	\$
10.	1	EA	Visqueen 6 mil	\$	\$
11.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus _____%		
<b>TOTAL SECTION H:</b>					<b>\$</b>



I. EQUIPMENT

Note: Personal protective gear costs for packaging and transporting hazardous waste component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C with supplied air and any specialized outer wear.	\$	\$
2.	1	ST	Level A – Fully encapsulated suit	\$	\$
3.	1	DY	Cutting saw (Sawsall)	\$	\$
4.	1	DY	Portable Lighting	\$	\$
5.	1	DY	High Pressure Low Volume Washer	\$	\$
6.	1	DY	Generator (gas powered)	\$	\$
7.	1	DY	Ventilation Fan	\$	\$
8.	1	DY	Portable Poly Tank – 500 gallon size	\$	\$
9.	1	DY	Backhoe	\$	\$
10.	1	DY	40 cubic yard Roll Off Bin with tarp and bows	\$	\$
11.	1	DY	25 cubic yard Roll Off Bin with tarp and bows	\$	\$
12.	1	DY	Confined Space Entry Equipment	\$	\$
13.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$	\$

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
14.	1	DY	Bobcat excavator	\$	\$
15.	1	DY	Air compressor (175cfm) with hoses and fittings	\$	\$
16.	1	DY	Boom Lift	\$	\$
<b>TOTAL SECTION I:</b>					<b>\$</b>

**J. INSTRUMENTATION**

Note: Use of Instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.,

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$	\$
2.	1	EA	Three Gas Meter (Combustible Gas/oxygen indicator, hydrogen sulfide)	\$	\$
3.	1	EA	Field Chemical Identification kit (HazCat)	\$	\$
<b>TOTAL SECTION J:</b>					<b>\$</b>

**K. VEHICLES**

Note: Vehicle costs for transporting hazardous waste (5 gallon – 55 gallon size) component of service is to be included in Disposal pricing)

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Stakebed Truck	\$	\$
2.	1	DY	Step Van	\$	\$
3.	1	DY	Pick-up Truck/Passenger Van	\$	\$
4.	1	DY	Semi-Tractor	\$	\$
5.	1	DY	Storage Van	\$	\$
6.	1	HR	Vacuum Truck with hoses and flanges	\$	\$
7.	1	DY	Supply Vehicle (stocked with items such as non-disposable tools, basic fire protection, safety equipment and any other basic supplies/equipment to perform the activity.	\$	\$
8.	1	DY	Liftgate Truck	\$	\$
9.	1	DY	Other Equipment	\$	\$
<b>TOTAL SECTION K:</b>					<b>\$</b>

**L. CONTAINERS**

Note: Costs of containers used in hazardous waste disposals must be included in disposal pricing. Container pricing below is only for other uses.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	GL	Poly 55 Gallon Drum- open top, 1H2 (new)	\$	
2.	1	GL	Poly 30 Gallon Drum - open top, 1H2 (new)	\$	\$
3.	1	GL	Poly 15 Gallon Drum- open top, 1H2 (new)	\$	\$
4.	1	GL	Poly 5 Gallon Drum- open top, 1H2 (new)	\$	\$
5.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (new)	\$	\$
6.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (recon)	\$	\$
7.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (new)	\$	\$
8.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (recon)	\$	\$
9.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (new)	\$	\$
10.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (recon)	\$	\$
11.	1	GL	Metal 5 Gallon Drum – open top, 1A2 (new)	\$	\$
12.	1	GL	Metal 5 Gallon Drum- open top, 1A2 (recon)	\$	\$
<b>TOTAL SECTION L:</b>					<b>\$</b>

M. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL SERVICE

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$	\$
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$	\$
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$	\$
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$	\$
5.	1	GL	Combustible liquid- Bulk (asphalt emulsion), 55 gallon container	DI	\$	\$
6.	1	GL	Corrosive Liquid – Lab pack (combined sulfuric acid and mercury waste) 5 gallon container  * Destructive Incineration pricing can be substituted if neutralization is not available	Treat/ Recycling*	\$	\$
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container  * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$	\$
8.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container  * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
9.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$	\$
10.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$	\$
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 5 gallon container	DI	\$	\$
12.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$	\$
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$	\$
14.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	DI	\$	\$
15.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill		

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$	\$
17.	1	GL	Flammable Liquids, bulk, 55 gallon container * Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$	\$
18.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$	\$
19.	1	GL	Latex Paint, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if recycling is not available	Recycle*	\$	\$
20.	1	GL	Latex Paint, Lab Pack, 30 gallon container *Destructive Incineration pricing can be substituted if recycling is not available.	Recycle*	\$	\$
21.	1	Ton	Non-RCRA Solid (pH <2.0) Activated Carbon, cubic yard bin (Tractor Trailer Transportation charge and any additional Landfill taxes/fees are separate)	HW Landfill	\$	\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	DI	\$	\$
23.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	DI	\$	\$
24.	1	GL	Non-RCRA solids with heavy metals Bulk, 5 gallon container	DI	\$	\$
25.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$	\$
26.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$	\$
27.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, 55 gallon container  * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$	\$
28.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation and bulk container costs are separate)  * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$	\$
29.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$	\$



Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
30.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$	\$
31.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$	\$
32.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$	\$
33.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$	\$
34.	1	GL	Road Flares (Fusee), bulk, 5 gallon container  *Destructive incineration pricing may be substituted if Treatment is not available	Treat*	\$	\$
<b>TOTAL SECTION M:</b>						<b>\$</b>
<b>TOTAL SECTIONS A-M:</b>						<b>\$</b>

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

\* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

\*\* Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available.

### **III. SPECIFIC PROVISIONS**

#### **A. QUESTIONS AND COMMENTS**

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Pearl Adams, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 533-3228; or by e-mail to PAdams@sandiego.gov, no later than 5:00 p.m. on Friday, June 6, 2008.

#### **B. PRE-BID CONFERENCE**

All Bidders are strongly encouraged to attend the pre-bid conference. The pre-bid conference will be held at Environmental Services Department, 9601 Ridgehaven Court, ESD Auditorium, San Diego, CA 92123 on Wednesday, May 28, 2008 at 9:30 a.m.

The pre-bid conference is the only opportunity for Bidders to discuss this project with the City Hazardous Material Coordinator.

Upon notification by the City Hazardous Material Coordinator(s), service is required, the Contractor will be responsible for verifying site conditions and size of areas to be serviced throughout the life of the contract. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site.

By submitting a bid, Bidders acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidders to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidders. Bidder acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

For further information contact Pearl Adams at (619) 533-6289. Allow two (2) hours for the pre-bid conference.

C. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

This bid may be awarded to the lowest responsive and responsible Bidder as the primary Contractor. The 2<sup>nd</sup> lowest responsive and responsible Bidder may be awarded as a secondary Contractor. The secondary Contractor will be used at the discretion of the City. The City reserves the right to reject any bid when, in its opinion; the Bidder cannot perform the contract in accordance with specification contained herein. The factors to be considered in awarding this bid may include, but are not limited to, Bidder’s qualifications, experience performing work of comparable size and scope, available equipment, and any other factors which are in the City’s best interest.

D. LICENSE/REGISTRATION/PERMIT NUMBERS

The Contractor must possess and provide copies of all licenses, permits, certifications, registrations and any other qualifications required by local, state, and federal law to identify, package, transport, and dispose of hazardous wastes; accept and fulfill all responsibilities and obligations required by local, state, and federal enforcement agencies as owner and operator of its licensed TSDFs, if any; and notify the City within seven (7) working days if any of these licenses, registrations or other qualifications have been revoked, suspended or expired. The Contractor will ensure sub-contractors are in conformance with these provisions.

Contractor vehicles transporting hazardous waste must comply with all applicable vehicle local, state, and federal transporter requirements including, the requirements of the Department of Transportation (D.O.T.), and the Department of Toxic Substances Control (DTSC).

The Contractor must comply with all local, state, and federal requirements regarding documentation to maintain the vehicle. The City reserves the right to inspect Contractor’s vehicle(s) to confirm compliance with applicable transportation regulations.

After a thorough review of the applicability of any proposed license substitution, the City will inform the Bidder, in writing, of its decision prior to the bid closing. The City’s decision will be final.

	License/Registration/ Permits Numbers	Expiration Date	Name
California Department of Motor Vehicle – Motor Carrier Permit			

	License/Registration/ Permit Numbers	Expiration Date	Name
California Highway Patrol – Hazardous Materials Transportation License			
California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration			
US Dept of Transportation – Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.			
California or Federal EPA ID Number			
Disposal Companies EPA ID Number AND Disposal Companies CUPA or Equivalent State/Local Hazardous Waste Regulatory Agency			

**E. SUBMITTALS**

**1. BID SUBMITTAL**

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and four (4) copies of bid, including any attachments, shall be submitted.

**2. SUBMITTALS REQUIRED WITH BID**

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. License Requirements (use form on page 28 and 29).

- b. Bidder's References (as specified in Section III, paragraph K, page 33).
- c. Bidder's Statement of Subcontractors (as specified in Section III, paragraph K, page 33).
- d. Bidder's Statement of Available Equipment (as specified in Section III, paragraph K, page 33).
- e. Bidder's Statement of Financial Responsibility (as specified in Section III, paragraph K, page 33).
- f. Contractor Information Form (as specified in Section III, paragraph K, page 33).
- g. Contractor Standards Questionnaire (as specified in Section III, paragraph K, page 33).
- h. Contractor's Responsibilities Required Plans, Procedures, and Documentation (as specified in Section IV, paragraph C, pages 45-53).
- i. A notarized statement that provides the following information:
  - (1) A statement disclosing all citations, notices of violation, judgments, orders, settlements, or other adjudicative actions from any criminal court, civil court, or administrative agency, whether contractor admitted liability or not, in the past three (3) years. If the answer is no to this question, submit a notarized statement stating so.
  - (2) Answer the question, "Has your firm or its agents been issued a Stop Work Order on any project within the last twenty-four (24) months?" Yes \_\_\_\_\_ No \_\_\_\_\_ If "yes", provide details as discussed in above.
  - (3) Answer the question, "Are you now, or have you been in the past, a part to any litigation, or arbitration arising out of your performance on hazardous waste management contracts?" Yes \_\_\_\_\_ No \_\_\_\_\_ if "yes", provide details as discussed above.
  - (4) Describe any liquidated damages assessed within the last thirty-six (36) months.
- j. Vendor Registration (use form on pages 69-70).

### 3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section III, paragraph G, page 31, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.

- c. Business Tax License as specified in Section III, paragraph M, page 34, if not currently on file.

F. OPTION TO RENEW

After the initial one (1) year contract period, the City reserves the option to renew the contract up to four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the contractor requests a price increase which exceeds the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

G. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

1. Commercial General Liability for a minimum of two million dollars each occurrence (\$2,000,000.00 EO). The City of San Diego must be named as an additional insured on the certificate.
2. Automobile Liability for a minimum of two million dollars combined single limit (\$2,000,000.00 CSL). The City of San Diego must be named as an additional insured on the certificate.
3. Workers' Compensation coverage in accordance with the laws of the State of California. Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.
4. Pollution Liability for a minimum of two million dollars combined single limit (\$2,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

#### H. CITY HAZARDOUS MATERIAL COORDINATOR

- Cheryl Lester, Supervising Hazardous Materials Inspector  
Environmental Services Department
- Dave Williams, Battalion Chief  
Fire Rescue Hazardous Materials Technical Services
- John Alley, Deputy Director  
General Services Department  
Fleet Services Division

#### I. COORDINATION AND QUALITY ASSURANCE MEETINGS

1. At no additional charge to the City, Contractor shall schedule at least one (1) meeting with City's Contract Administrator and/or Coordinator to discuss coordination issues to provide the services requested in this Bid. This meeting should be scheduled no later than four (4) weeks from date of the award of the contract.



2. At no additional charge to the City, the Contractor shall meet at the City's request to discuss contract performance issues. This meeting will be at least annually and will be scheduled within two (2) weeks of a request. At this meeting, City's Contract Administrator and/or Coordinator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.
3. The City Hazardous Materials Management Program is the Contract Coordinator and will assist the Contractor in communicating with the various City departments utilizing the contract. The Contractor may request a meeting with the City Contract Administrator to resolve any coordination issues.

J. CITY-WIDE PURCHASE ORDER

The City of San Diego may issue a City-Wide Purchase Order. The terms and conditions for the use of the City-Wide Purchase Order will be as follows:

1. To authorize delivery, the Contractor will be given a number from the Blanket/Open Purchase Requisition and Invoice Form, PA2610.
2. To receive payment, Contractors are required to submit invoices to Central Stores Administration at 1200 Third Avenue, Suite 200, San Diego, CA 92101, referencing the City-Wide Purchase Order number and the PA2610 number.

The Contractor will furnish the City with annual usage reports which will include item description of services performed at various site locations. These reports shall be sent to the Purchasing & Contracting Department, attention Purchasing Agent, either electronically or by mail at the time of contract renewal.

K. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form on page 63).
2. Bidder's Statement of Subcontractors – TSDF (use form on page 64).
3. Bidder's Statement of Subcontractors – Transporter(s) (use form on page 65).
4. Bidder's Statement of Available Equipment (use form on page 66).

5. Bidder's Statement of Financial Responsibility (use form on page 67).
6. Contractor Information Form (use form on page 68).
7. Contractor Standards Questionnaire (use form on pages 71-75).

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

M. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

N. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32. All Bidders are required to complete and return with their bid the Contractor Standards Questionnaire included with this Request for Bid. The Contractor Standards Rules for Awarding Contracts for Services over \$50,000 are available at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

#### IV. SPECIFICATIONS/STATEMENT OF WORK

##### A. ROUTINE/SCHEDULED HAZARDOUS WASTE MANAGEMENT SERVICES

###### 1. Overview and Information

The City of San Diego has many departments which provide services to residents such as police and fire protection, potable drinking water, wastewater collection, park and recreation, and trash collection. Municipal activities are carried out at approximately 250 permanent facilities and varying work sites throughout the city and county of San Diego and require the use of hazardous materials as part of the operations. The result of using hazardous materials is the generation of Hazardous Waste which must be properly managed. A projected annual cost to provide disposal of hazardous waste services throughout the City is valued at approximately five-hundred thousand (\$500,000.00) dollars for emergency and non-emergency services.

###### a. Days and Hours of Operation

City facilities typically operate from 6:00 a.m. to 5:00 p.m., Monday through Friday. Many facilities are staffed 24 hours, seven days a week. Work sites typically operate from 6:00 a.m. to 4:00 p.m., Monday through Friday. City facilities and work sites are usually closed on most holidays.

###### b. Waste Screening and Disposal Requests

The City's Hazardous Materials Management Program (HMMP) will screen City facility and work site requests for Hazardous Waste management service to ensure they are accurate and complete. A specified City department staff member may be designated to screen disposal requests for their department. HMMP will screen the disposal request, collect waste inventory information, and provide this information to the Contractor.

###### c. Waste Packaging

The Hazardous Waste generated at City facilities or work sites may be in bulk liquid or solids, cylinders, or contained in multiple sized containers. Removal of hazardous waste may also be required from tanks, secondary containment, equipment, or other types of containers.

The existing container packaging may not meet Department of Transportation (D.O.T.) regulatory requirements.

###### 2. Scope of Services

The Bidder will provide at various City facilities and work sites the labor, materials, and equipment necessary to perform the following Routine/Scheduled Hazardous Waste Management Services at City facilities and work sites (as outlined in items a - g below).

a. Containerized Hazardous Waste

Identify, sort, field test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal. Field testing shall utilize recognized field methods for determining a hazardous waste category and includes but is not limited to pH paper, chlor-d-TECT test kits, and other specifically designed test kits.

Label, load, transport and dispose of the packaged Hazardous Waste as specified by the City's approved disposal method to the approved disposal facility. Prepare disposal documentation for City staff signature and provide appropriate copies for City staff at the time of transport.

Consolidation (bulking) of liquids into containers by Contractor may be requested by the City on an as needed basis. An hourly rate labor charge may be added for the time spent completing the consolidation service.

The City may request pricing and hazardous waste management services for other containerized hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional hazardous waste types that can be managed by the Contractor. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and described in the BID.

b. Non-Containerized Hazardous Waste

Identify, collect, and clean via pumping, vacuuming, absorbing, digging or other appropriate means non-containerized hazardous waste from above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container most cost effective for disposal.

Confined space entry may be required for some projects.

Label, load, transport, and dispose of the Hazardous Waste as specified by the City approved disposal method to the approved disposal facility. Prepare disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport.

The City may request pricing and hazardous waste management services for other bulk hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional bulk hazardous waste types that can be managed by the Contractor. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and as described in the bid.

c. Communication

The City Contract Administrator, Contract Coordinator and Contractor will mutually agree to the content and communication method (telephone, email, fax, letter, meeting) for the various types of the Routine/Scheduled Hazardous Waste Management Services needed as described in the bid specifications.

d. Disposal Request

The City requires that requests for disposal be handled by the Contractor in a timely, accurate and efficient manner. The City's communication preference with the Contractor for disposal requests is electronic mail. Other alternative communication methods may be acceptable if they are timely, accurate and efficient, and a method agreeable to the City.

City will submit by e-mail or phone to the Contractor a "Request for Hazardous Waste Pickup". The Contractor shall contact the City within a maximum of two (2) working days to arrange the date of pickup of Hazardous Waste from the specified City location. The Contractor shall inform the City of additional acceptance activities that are needed prior to scheduling a pick up. The Contractor shall complete the pickup of the Hazardous Waste within ten (10) working days from the date the Contractor receives the "Request for Hazardous Waste Pick-up" from the City or within ten (10) working days from the date the additional acceptance activities were completed by the City, whichever is applicable.

The Contractor shall provide notice to City staff within (48) hours of any change to the scheduled pickup date. The Contractor shall provide a notice to the City at least 24 hours in advance with a route list and estimated time of arrival time at the facility or work site. The Contractor shall contact the facility or work site the day of the pickup if the Contractor's arrival time will be delayed more than one (1) hour. Lack of notice of late arrival and/or arrival time is in excess of two (2) hours from the stated pickup time would be considered unsatisfactory performance.

The Contractor may schedule multiple City facility and work site Hazardous Waste pickups in one day.

The Contractor may request a "Job Walk", at no cost to the City, for the more complicated Hazardous Waste management tasks to determine the equipment, supplies, and/or additional work needed prior to scheduling a pickup date.

NOTE: At no additional cost to the City, the City may request a Hazardous Waste pickup frequency which may differ from the Contractor's scheduled time when necessary to meet a regulatory deadline or urgent internal activity.

At no additional cost to the City, the City may request a pickup within 48 hours for Hazardous Waste that the City deems a potential safety hazard or necessary to meet regulatory storage timeframes.

At no additional cost to the City, the City requires the Contractor to complete a hazardous waste pickup within 72 hours of the request from the Fire Department's Hazardous Materials Team. The hazardous waste will have an approved profile with the Contractor prior to making the disposal request and the waste will be located at a specific facility.

e. Sort, Identify, Package

As a part of the Routine/Standard Hazardous Waste management services, the Contractor shall perform routine Hazardous Waste container sorting, identifying, and packaging activities so all Hazardous Waste containers are packaged according to the Department of Transportation (DOT) regulations prior to transporting offsite. Identifying the Hazardous Waste will typically involve reading labels, however occasionally containers may need to be opened and a spot test conducted to verify the contents. This standard Hazardous Waste management service will be included in the pricing of the Routine/Scheduled Hazardous Waste Disposal Costs section of the Pricing page.

The Contractor shall provide varying sizes of containers for disposal of Hazardous Waste in advance of the Hazardous Waste pickup, if requested by the City. The Contractor shall provide the requested containers within five (5) days of receiving a request for containers. The cost of the container and delivery charge will be included in the Routine/Scheduled Hazardous Waste Disposal Costs section of the Pricing page.

The Contractor shall provide the City with pre-printed Hazardous Waste labels for labeling stored containers of Hazardous Waste. The Contractor may provide additional replacement labels as requested by the City or at the time of delivery of containers. The cost of the labels and delivery charge will be included in the Routine/Scheduled Hazardous Waste Disposal Costs section of the Pricing page.

Non-standard Hazardous Waste management services are those which the Contractor must go to significant extra efforts in order to complete the Hazardous Waste management service. An example of a significant effort needed would be collecting varying sizes of unidentified Hazardous Waste containers spread throughout multiple floors in a facility or throughout a large parcel at a work site and performing a Hazardous Waste categorization test on each one prior to packaging the waste. For non-standard Hazardous Waste management services, the Contractor must request an hourly labor charge ahead of completing the non-standard Hazardous Waste management service.

The cost for any non-standard labor charge, specialized equipment or personal protective gear shall be listed on the Routine/Scheduled Hazardous Waste Services Pricing pages section. If specialized equipment or personal protective gear is required, but not listed on the Pricing pages, the Bidder may include these items on a Supplemental Pricing sheet.

City staff may bulk liquid and solid wastes for economy of disposal. The Contractor shall provide review of lab-packing and bulking as deemed necessary by the Contractor to ensure the City's conformance with Contractor's procedures and Treatment Storage and Disposal Facility's (TSDF) waste acceptance criteria. The Contractor shall describe in detail any procedures or requirements specific to accepting hazardous waste pre-packaged by City staff as requested in the submittal section.

The Contractor will provide in their submittal sample forms for inventory of lab-packed wastes, if required.

The Contractor shall utilize the most efficient means to collect un-containerized hazardous waste with significant consideration on generating the lowest volume of hazardous waste requiring disposal. City staff and the Contractor will confirm the means and methods of collecting and packaging the un-containerized hazardous waste prior to mobilizing staff and confirm the means and methods to be used prior to initiating the activity at the facility or work site.

f. Hazardous Waste Profiles

The City will prepare Hazardous Waste profiles for routinely generated wastes as required by Contractor in order to accept the waste for disposal. The Contractor will allow the City to create generic hazardous waste profiles to be used by all City facilities and work sites for like Hazardous Waste types. The Contractor shall keep all profiles created on file.

The Contractor shall, within five (5) working days of the profile being submitted to the Contractor, review and approve the profile or review and returned the profile with a request for additional information. Once the hazardous waste profile is approved, a "Request for Hazardous Waste Pickup" can be initiated or finalized with the Contractor.

The Contractor shall describe in their Waste Acceptance procedures methods for expediting a pickup request when multiple sized containers may be packaged together for disposal or the hazardous waste requires immediate removal from site and a waste profile has not been created.

The Contractor shall provide at no additional cost to the City, technical assistance to City staff, as needed, in determining proper D.O.T. shipping name, United Nations (UN) number, hazard category, and packing group.

g. Disposal Activities

The Contractor shall prepare, on the City's behalf, the Unified Hazardous Waste Manifest (manifest), Bill of Lading, Land Disposal Restriction (LDR) form and any other D.O.T or regulatory required documents for the City's signature at the time of the Hazardous Waste pickup. If requested, the Contractor shall provide a preprinted copy of the manifest or other required D.O.T. document for review 24 hours prior to completing the Hazardous Waste pickup.

Upon completion of loading the containers on the licensed vehicle to transport to the City approved disposal facility, the Contractor shall leave the required paperwork with the City representative. Required paperwork includes but is not limited to the Generator's copy of the hazardous waste manifest, Land Disposal Restriction form, Bill of Lading, and when applicable Work Order and List of Materials provided to complete the job.

The Contractor shall take the Hazardous Waste collected and transport it to a City pre-approved licensed Treatment, Storage, and Disposal Facility (TSDF) and have the waste processed at a pre-approved disposal facility.

At no additional cost to the City, the Contractor shall provide Weigh Tickets for roll-off bin disposals or other bulk disposals where the waste was not in a standard drum container.

The City may require disposal of Hazardous Waste other than those identified on the Pricing Page. Bidder shall identify any limitations on Bidder's ability to transport and dispose of Hazardous Waste.

B. EMERGENCY RESPONSE SERVICES

1. Abandoned Containerized Hazardous Waste

• Overview and Information

The City is inadvertently the recipient of Hazardous Waste abandoned on City property, on City Rights-of-way (streets, alleys, sidewalks) and at City sponsored events taking place on or near a City street.

One frequent City sponsored event is community refuse clean up events. The community refuse clean up events are designed to pick up bulky items and refuse from residences. The events take place throughout the city of San Diego, are typically scheduled during a week day and most non-holiday weekends, and are located within a defined community area.

Typical examples of abandoned Hazardous Waste found on City property, on City Rights-of-way, or at community clean up event include oils, antifreeze, flammable liquids, cleaning products, and water or oil-based paints.



When abandoned Hazardous Waste is identified on City property, Rights-of-way, or at a City event, Fire Department's Hazardous Materials Team typically investigates the abandoned waste to identify the waste type(s), and ensure any immediate threat to the public is mitigated, such as a fire or explosion. Once any threat to the public has been mitigated, the City shall notify the Contractor who shall provide emergency response services at the incident location.

On a case by case basis, the Contractor may be requested to respond to abandoned waste containers that have not been tested by the Fire Department HIRT. In these circumstances, the containers will be 5 gallons or less, there will be no signs of an imminent fire or safety threat (no smoking, bulging, hissing containers) and the containers will show no signs of being an unusual hazardous waste or altered in an unusual way.

## 2. Uncontainerized Hazardous Waste and Chemical Releases

City equipment used at facilities and work sites succumbs to an occasional equipment failure or operator error which results in a chemical release of a hazardous substance. City staff typically controls and contains the spilled hazardous substance. If City staff is unable to control the release, the Fire Department's Hazardous Materials Team will respond to manage the release until it is controlled. Once the incident has reached this controlled point, the Contractor shall provide emergency response services at the incident location to clean up the released chemical.

Past chemical release incidents involved hazardous substances such as petroleum oils and fuels that leaked to the ground or a water or wastewater treatment chemical released into a secondary containment system. Hazardous waste generated from chemical releases could vary from 30 – 5,000 gallons of liquid or from 50 pounds to several tons of a solid.

Chemical releases also occur in the City rights-of-way (streets, alleyways, sidewalks) due to accidents caused by the public. The Fire Department's Hazardous Materials Team responds to the incident and will control the chemical release. Once the incident has reached this controlled point, the Contractor shall provide emergency response services at the incident location to clean up the released chemical.

## 3. Scope of Work

The Contractor shall provide the labor, materials, and equipment necessary to perform Emergency Hazardous Waste Management Services as outlined in Sections a and b below for incidents occurring at various City facilities, on the City rights-of-way, and at community clean up events.

a. Containerized Abandoned Hazardous Waste

- (1) The Contractor shall have in San Diego County adequately trained and experienced staff, and adequate equipment and materials to respond to a request for Emergency Service seven days a week including holidays and during any part of a 24 hour day at the response times indicated below in item b.6.
- (2) Identify, sort, spot test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal. On a case by case basis, the containerized waste (5 gallon size or smaller) may not be pre-screened by the Fire Department Hazardous Materials Team.
- (3) Label, load, transport, and dispose of the packaged Hazardous Waste as specified by the City approved disposal method to a City pre-approved disposal facility. Prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport.
- (4) Clean up any chemicals that leaked or dripped from the containers and properly package the absorbent materials for hazardous waste disposal.
- (5) The City may request pricing and hazardous waste management services for other containerized hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional hazardous waste types that can be managed by the Contractor. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and described in this bid.

b. Non-Containerized Hazardous Waste

- (1) The Contractor shall have in San Diego County adequate and experienced staff and adequate equipment and materials to respond to a request for Emergency seven days a week including holidays, and during any part of a 24 hour day at the response times indicated below in Item 6.
- (2) Identify, collect, and clean via pumping, vacuuming, absorbing, sweeping, digging or other appropriate means non-containerized hazardous waste from streets, gutters, storm drains, above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container most cost effective for disposal.
- (3) Confined space entry may be required for some projects.

- (4) Label, load, transport, and dispose of the Hazardous Waste as specified by the City pre-approved disposal method to the City pre-approved disposal facility. Prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport.
- (5) The City may request pricing and hazardous waste management services for other bulk hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional bulk hazardous waste types that can be managed by the Bidder. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and as described in the bid.

c. Communication and Response Time

- (1) The City will notify the Contractor, via telephone, when an Emergency Response service is required. The City will verbally provide the known detailed information to initiate the response. The Contractor shall specify if any further information is required prior to responding to the incident location.
- (2) The Contractor will mobilize properly trained staff and all necessary equipment, supplies and personal protective gear to comply with all pertinent regulations and safely provide Emergency Response services.
- (3) The Contractor will ensure that the emergency response services are conducted in a manner that incorporates all safety requirements to complete the task efficiently, effectively, and in a manner that is safe for the Contractor's staff, City staff, the public, and is protective of the environment.
- (4) The Contractor shall be at the incident site ready to perform the necessary emergency response services within one (1) hour of the City's initial request call 90% of the time and within two (2) hours of the initial request call 100% of the time for Fire Department requests for assistance.
- (5) The Contractor shall be at the incident site ready to perform the necessary emergency response services within two (2) hours of the initial request call 100% of the time for all other City requests for Emergency response service.
- (6) The Contractor shall provide notice to City staff immediately if there are any extenuating circumstances that would alter the expected arrival time at the site. Lack of notice of a late arrival and/or arrival time in excess of one (1) hour from the expected arrival time would be considered unsatisfactory performance.

- (7) The City will call the next approved Contractor on the list if the existing Contractor is unable to carry out the Emergency Response activity for any reason including but not limited to lack of response to request for service, lack of available trained staff, lack of necessary equipment or supplies, or inability to arrive within the designated timeframe.

d. Packaging

- (1) As a part of the Emergency Response services, the Contractor shall collect, identify, and package the Hazardous Waste in accordance with the Department of Transportation (DOT) regulations prior to transporting off site. Identifying the Hazardous Waste will typically involve inquiring with City representatives on the incident details and/or conducting hazardous waste characterization spot testing to determine the proper hazard category.
- (2) The Contractor shall provide varying sizes of containers, equipment and/or vehicles to transport the collected waste for disposal to the approved disposal facility. The Contractor shall transport the hazardous waste the same day of collection. On a case by case basis, an interim storage location may be approved by the City.
- (3) The Contractor shall properly label each Hazardous Waste container prior to transporting the waste. The cost for the label and any container 85 gallons or less in size must be included in the Emergency Response Disposal Price Sheet.

e. Profiling

At no additional cost to the City, the Contractor shall prepare in coordination with City staff hazardous waste profiles for typical hazardous wastes expected in conducting Emergency Response services. The Contractor will keep all profiles created on file. In the event that hazardous waste collected has not been profiled, the Contractor shall prepare a profile for a City representative's signature for the particular hazardous waste. The Contractor shall provide a copy of each hazardous waste profile to the City.

f. Disposal Documentation

- (1) At no additional cost to the City, the Contractor shall prepare, on the City's behalf, the Unified Hazardous Waste Manifest (manifest), Bill of Lading, Land Disposal Restriction (LDR) form and any other D.O.T or regulatory required documents for the City's signature at the time of the transporting the Hazardous Waste. The City will designate staff to review and sign all disposal documentation.

- (2) On a case by case basis, the City may request the Contractor to sign disposal documentation on behalf of the City. This authorization to sign disposal documentation is valid only for the specific incident where authorization is given. The Contractor shall review the disposal documentation for accuracy and completeness prior to signing the documents. The Contractor will deliver to the City its copies of the disposal documents within two (2) working days of the incident.
- (3) The Contractor shall take the Hazardous Waste collected and transport it to a City pre-approved licensed Treatment, Storage, and Disposal Facility (TSDF) and disposal facility as specified in this bid.
- (4) At no additional cost to the City, the Contractor will provide Weigh Tickets for roll-off bin disposals or other bulk disposals where the waste was not in a standard drum container.
- (5) The City may require disposal of Hazardous Waste other than those identified on the Pricing Page. Bidder shall identify any limitations on Bidder's ability to transport and dispose of Hazardous Waste.

#### C. CONTRACTOR'S RESPONSIBILITIES

##### 1. Submittals: Required Plans, Procedures, and Documentation

The City requires the Bidder to submit for evaluation the following detailed plans, procedures and documentation, as either joint or separate plans and procedures, for each service covered by the bid specifications the Bidder requests consideration (Routine/Scheduled Hazardous Waste services and/or Emergency Response Services). Each Bidder's submittal will be evaluated for accuracy, thoroughness, completeness, knowledge, experience and competency of the Bidder to provide the services required in this bid the City's satisfaction.

The City will also evaluate the regulatory compliance of all subcontractors submitted by the Bidder to include all hazardous waste transporters, and treatment, storage and disposal facilities. If the Bidder identifies in their submittal a subcontractor to be used for transportation, treatment, storage, or disposal of hazardous waste and the City determines in their review process that a subcontractor is not be in good standing with a regulatory agency, the bid will be considered non-responsive.

Failure to submit any of the following plans may cause the bid to be rejected as non-responsive.

- a. Hazardous Waste Acceptance - Includes but is not limited to the procedures for packaging and loading Hazardous Waste that is pre-packaged by City staff; situations where expediting a pickup request when multiple sized containers may be packaged together for disposal or the hazardous waste requires immediate removal from site and a waste profile has not been created.

Bidder must list any limitations on Bidder's ability to transport or dispose of a certain type of hazardous waste. Includes the forms used to inventory wastes when packaging multiple sized containers in a larger D.O.T. container.

- b. Communication and Coordination – Includes, but is not limited, to the procedures for hazardous pickups with the maximum time frame between the scheduled and actual pickup dates, and standard working hours for Routine and Emergency Response Services.
- c. Disposal Documentation – Includes the procedures on completing and distributing required disposal documentation including examples of a completed document for each type of documentation.
- d. Hazardous Waste Identification/Spot Testing Procedures - Includes an outline of how the Contractor will sort and segregate wastes into each waste profile category and identify unknowns.
- e. Bulking Procedures - Includes procedures for consolidating containerized and uncontainerized wastes.
- f. Health and Safety Plan covering Routine and Emergency response services.
- g. Confined Space Entry Procedures
- h. Storm Water Pollution Prevention Plan
- i. Spill Response Plan - Includes but not limited to procedures used when a chemical release occurs during service activities such as packaging and transportation.
- j. Personnel Listing/Training/ Certifications - Includes an outline of the required training per job assignment and a listing of personnel assigned to each job assignment needed to complete the services required by this BID and their experience, training and certifications.
- k. Illness Injury and Protection Plan - Includes a description of the procedures for individual exposure monitoring when identifying and packaging Hazardous Waste, emergency response to abandoned Hazardous Waste, and clean up of controlled chemical spills.
- l. Emergency Response Plan - Describes at a minimum the procedures taken and the job classifications/number of staff that will respond to all types of Emergency Response services and Routine/Scheduled Hazardous Waste Services. Includes the type of vehicle(s) that will be used, standard tools and equipment on the vehicle(s), and the standard Level C personal protective equipment to be used.

- m. Invoicing procedures - Includes procedures for any disputes, documentation included, invoice issuance timeframes, and an example invoice showing the level of detail provided.
- n. Transportation and Treatment, Storage and Disposal Plan
  - (1) The City will evaluate the regulatory compliance of all subcontractors submitted by the Bidder to include all hazardous waste transporters, and treatment, storage and disposal facilities. If the Bidder identifies in their submittal a subcontractor to be used for transportation, treatment, storage, or disposal of hazardous waste and the City determines in their review process that a subcontractor is not be in good standing with a regulatory agency, the bid will be considered non-responsive.
  - (2) For each transporter used to manage any hazardous waste under this contract, provide the following information:
    - (a) Name, address, contact name, contact phone number and EPA ID number.
    - (b) A copy of a valid California Department of Toxic Substances Control Hazardous Waste Transporter's Registration.
    - (c) A copy of a valid California Highway Patrol license.
    - (d) A copy of a valid Department of Transportation (DOT) Identification Number
  - (3) For any Treatment, Storage or Disposal Facility (TSDF) used to manage hazardous waste under this contract, provide the following information:
    - (a) Name, address, contact name, contact phone number, and EPA ID number.
    - (b) For each facility listed and disposal method used to manage hazardous waste under this contract, provide a description of how the facility processes/manages the wastes.
    - (c) A copy of a valid permit from their local hazardous waste Certified Unified Program Agency (CUPA) or their State equivalent hazardous waste regulator and description of compliance issues, violations, or enforcement actions cited by any hazardous material or waste regulatory agency for the last 3 years and a description of their resolution.

2. Performance Standards

The Contractor's performance of work and acceptability of equipment, materials and subcontractors, and efficient and effective means and methods of providing the services described in this BID will be subject to the satisfaction of the City. Performance standards include, but are not limited to, maintaining the required response time for: arrival at the facility, work site or emergency response incident location; communication; waste profile acceptance; invoicing; and any other service aspect described in this Bid.

3. Safety Requirements

The Contractor shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

The Contractor shall, at all times, in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.

The Contractor warrants that any work performed in any location partially or entirely under the Contractor's control shall be performed in accordance with OSHA requirements. The Contractor further warrants that all material and equipment furnished under contracts resulting from this Bid will conform to and comply with all applicable provision of OSHA and the regulation and standards thereunder. The Contractor shall require these warranties in adherence to OSHA from any subcontractor and supplier it employs in the performance of the contracts resulting from this Bid.

The City Contract Administrator, City Contract Coordinator or Fire Department Emergency Response personnel reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract and/or request the Contractor remove from the work area any employee deemed to be working in an unsafe manner.

Personal Protective Equipment (PPE) shall be supplied by the Contractor for employees' staff and properly used at all times.



4. Scavenging

It is the City's policy that the City is the owner of any wastes generated at a facility, work site, or incident location. Removal of hazardous or other wastes for the use outside the provisions of this Bid and any resulting agreements are contrary to written City policy and will be considered scavenging or theft of City property. The Contractor shall ensure that its staff and subcontractors comply with the City's policy of no scavenging.

5. Damages

Contractor's personnel will immediately report to a City representative or City Contract Coordinator any accident, injury, property damage, or any other problem or irregularities that occurs when providing service as described in the Bid.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or the Contractor's employees in connection with the performance of this work.

The Contractor shall be responsible for repairing or replacing any City owned or City supplied equipment damaged by the Contractor or the Contractor's subcontractor(s). Repairs will not be performed until the damage has been inspected by the City and the scope of any necessary repairs has been agreed to by the City.

6. Equipment and Materials

The Contractor shall provide all equipment, vehicles, and materials for performing the work described in this Bid unless designated as the City's responsibility in those respective sections. The Contractor will list in the Pricing page of this bid, the equipment and materials included in the specified areas. If the City identifies needed equipment and materials not listed on the Pricing page and requests the Contractor to provide said equipment and materials, the City will identify and the Contractor will provide them at a mutually agreeable rate to be included in a Supplemental Pricing Page.

The Contractor shall monitor and ensure all equipment and materials supplied by the Contractor are stocked and maintained in operational order at no additional expense to the City.

7. Spill Management

The Contractor shall be responsible for the clean up and disposal of any spilled hazardous substance in accordance with the following requirements at no additional cost to the City which was caused by their action or lack of action when providing service as described in this Bid.

- a. The Contractor shall be required to handle the resulting waste clean up as hazardous waste by placing the waste in an appropriate container with a lid, affix a completed hazardous waste label denoting the container contents, and disposing of the hazardous waste container within ninety (90) days or same day disposal if no storage location is available, by using a licensed hazardous waste transporter.
- b. If the Contractor deems the spill absorbents and/or waste generated in the clean up as non-hazardous waste, the Contractor shall notify City staff of the incident immediately. If there is no acceptable storage area on City property, the waste must be handled as hazardous waste. If there is an acceptable storage area on City property, then the Contractor shall complete the following steps:
  - (1) Place the used spill absorbent in an appropriate container with a lid.
  - (2) Label the container with the contents.
  - (3) The City and Contractor will jointly determine any necessary testing required to prove the non-hazardous waste determination.
  - (4) If required, the Contractor at no additional cost to the City, will take a representative sample of the waste to a State certified hazardous waste laboratory and submit the sample for testing for each agreed upon test.
  - (5) The Contractor and City will jointly review the testing results and the City will have the final approval if the waste will be determined to be non-hazardous. If the waste is determined to be classified as hazardous waste by the City, the waste must be disposed of as soon as possible but not later than ninety (90) days from the date of generation by using a licensed hazardous waste transporter.

8. Transportation and Disposal

The Contractor shall transport all hazardous wastes in a method which prevents leakage, and complies with all applicable Department of Transportation regulations.

9. Transporter and Treatment, Storage, Recycling & Disposal Facilities

Contractor shall ensure that all transporters, storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills and any other disposal facilities used to provide service as described in this Bid are in compliance with all local, State, and Federal hazardous wastes, and recycling regulations at all times.

Any change in transporter or treatment, storage, recycling or disposal facility (TSDF) is subject to the pre-approval of the City. The City must be given thirty (30) days written notice of any change. Said notice will be sent to the Purchasing Agent and the City's Contract Coordinator. The City has the right to reject the hazardous waste transporter or any TSDF submitted. The Contractor may provide information to the City for its consideration to respond to any concerns stated on why the transporter or TSDF was rejected.

The Contractor must provide an annual updated list of proposed transporters, proposed TSDFs, and related information for consideration 30 days prior to the contract renewal date. The City must approve of all transporters and TSDFs prior to any engagement of service.

#### 10. Personnel Requirements

The requirements of this section apply to Contractor's employees and any subcontractors the Contractor will be using to implement this contract and any agreements resulting from the contract.

- a. The City has identified in Table A the main activities for each specific bid section which require knowledgeable and trained employees to carry out the tasks. The Contractor shall furnish sufficient supervisory and working personnel appropriately trained and capable of safely and effectively accomplishing all work required as stated under Scope of Work for Routine/Scheduled Hazardous Materials Services and Emergency Response Services.
- b. The Contractor shall identify a Contract Administrator and Project Manager for this Bid.
- c. The Contractor shall fill key positions such as Project Manager and Site Manager and a majority (greater than 50%) of the working personnel needed to perform the services outlined in the Bid with full-time personnel from within the Contractor's organization.
- d. The Bidder shall ensure personnel are trained in the safe and proper handling of hazardous substances and must be capable of executing routine service, emergency response, confined space entry, and clean up of chemical releases utilizing personal protective gear up to a Level B in accordance with OSHA, California Health and Safety Code, California Code of Regulations Title 22, Environmental Protection Agency (40 CFR), and Department of Transportation (49 CFR).
- e. The Contractor shall ensure all personnel are fully clothed in clean, intact, suitable attire for the work assignment in accordance with all regulatory requirements.

- f. The Contractor shall ensure that personnel assigned to work activities related to any agreements resulting from the Bid are familiar with the City specific requirements and policies. The Contractor will have sufficient personnel or an acceptable plan to the City to provide service as requested in the event the Contractor's personnel providing services have an unexpected emergency and are unavailable to provide service.
- g. The Contractor's employees and subcontractors shall conduct themselves in an appropriate and efficient manner at all times and will cause the least possible annoyance to the City staff for the public. The City's designated representatives may require the Contractor to remove from the work site any employee(s) or subcontracted employee(s) deemed careless, incompetent, unsafe, or otherwise objectionable for reasonable cause, whose continued employment on the job is considered to be contrary to the best interests of the City.
- h. Upon award of the contract, Contractor shall thereafter submit updated copies of training records for staff providing service on a semi-annual basis or more frequently, if requested. The Contractor will submit training records that identify work assignments and demonstrate that the personnel meet the regulatory training requirements to perform the designated work assignments. The Contractor will identify the positions and assignments, if any, that will be staffed by subcontracted personnel.
- i. The Contractor shall provide the City with a ten (10) working day written notice prior to changing key personnel to include the Project Manager, Contract Manager, and those employees performing segregation, hazardous materials categorization spot testing activities, and emergency response activities. The Contractor shall submit copies of training records that demonstrate the proposed personnel meet requirements to perform the work assignments for the City's acceptance of the staff change(s).
- j. The City reserves the right to negotiate changes to staffing levels at an incident or service activity when the use of City staff is available to provide some or all of the support tasks for a service. Support tasks include, but are not limited to, assistance to segregate Hazardous Waste, provide traffic control staff, assist with clean up activities, and site supervision.
- k. The Contractor shall provide the experienced personnel necessary to ensure the Contractor's employees commence services as specified in the Routine/Scheduled Hazardous Waste services in the BID within 10 minutes of their arrival at a work site.
- l. The Contractor shall provide the experienced personnel necessary to ensure the Contractor's employees commence the on-site planning component of the Emergency Response service at a maximum of 5 minutes after their arrival to the incident site. After the planning activities are complete, the plan will be initiated immediately by the Contractor.

**TABLE A  
Main Activities Requiring Knowledgeable/Experienced Staff**

<b>Activities</b>	<b>Routine/Scheduled Hazardous Waste Mgmt Services Containerized Waste</b>	<b>Routine/Scheduled Hazardous Waste Mgmt Services Non-Containerized Waste</b>	<b>Emergency Response-Containerized Waste</b>	<b>Emergency Response – Non-Containerized Waste</b>
<b>Contract Management and Invoicing</b>	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required
<b>Service Coordinator/Task Scheduler</b>	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required
<b>Site Supervision</b>	As Needed (1,3)	As Needed (1,3)	As Needed (1,3)	Assigned Staff Required (1,3)
<b>Field Testing and Categorization of Unknown Wastes</b>	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)
<b>Waste Packaging/Segregation</b>	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)	Assigned Staff Required (2,3)
<b>Hazardous Waste Profiling/Disposal Documentation</b>	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required
<b>Traffic Control</b>	As Needed	As Needed	As Needed	As Needed
<b>Transportation</b>	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required	Assigned Staff Required

Footnotes:

- 1) The complexity of the task may warrant site supervision to expedite task or address needed additional safety considerations. A site supervisor is expected to have sufficient knowledge, documented training, and extensive documented experience which shows their ability to safely and effectively execute service under routine, complicated, and emergency conditions.
- 2) When unknown hazardous waste is included in the service request or unknown waste is generated during the clean up activities, Contractor shall be prepared to conduct field hazardous waste characterization testing. Employees assigned to field test, categorize, segregate, and package unknown wastes are expected to have sufficient knowledge, documented training, and extensive documented experience which shows the ability to accurately identify a wide variety of common and uncommon unknown substances.
- 3) The City reserves the right to review and approve the employees or any subcontractor assigned to perform the work function. If the employee or subcontractor’s qualifications are not approved by the City for the work function, the Contractor shall assign the work function to a City approved Contractor’s employee or subcontractor (as appropriate).
- 4) The City reserves the right to approve the employees performing key work functions including, but not limited to, activities such as site supervision, segregation, and testing and categorization activities.

D. INVOICING AND PRICING INSTRUCTIONS

1. Invoicing

The Contractor shall provide the following information and adhere to the additional requirements listed below when invoicing the City for any services rendered under this contract:

- a. Identify the contract number, date of service, service location.
- b. Date invoice was mailed to the City.
- c. A separate line item charge for each hazardous waste type disposed of and if applicable, any additional labor, materials, equipment, instrumentation, vehicles or other charges or cost plus items.
- d. All supporting documents to support the charges to include but not limited to the hazardous waste manifest, bill of lading, time sheets for additional labor, transportation or other hourly rate charges, receipt for any cost plus items purchased, weigh tickets for wastes disposed of in bulk, or any other expenditure receipt or documentation that supports the invoiced items.
- e. Send complete invoices with the required supporting documentation within 30 calendar days of the service date to the Contract Administrator(s) listed on page 32.
- f. Any invoice discrepancies, questions, or additional support documentation needed by the City will be communicated to the Contractor either through a telephone call, letter, or electronic mail message. The Contractor shall respond to the City's invoice inquiry within 10 working days with the outcome. If any corrections to the invoice are required to the invoice, the Contractor shall resubmit a corrected invoice with a revised invoice mailing date within 10 working days of receipt of any invoice corrections received from the City.
- g. Provide a draft invoice within 10 working days of the service date for any complicated Routine/Scheduled Hazardous Waste Services or Emergency Response Services or where a potential dispute may exist such as the Contractor requests additional travel time to and from the service location. The City and Contractor will discuss the supporting documentation and potential disputed items within 10 working days from receipt of the complete draft invoice package.
- h. The City will withhold payment on any disputed invoice or invoice missing the required support documentation until all invoice issues are resolved to the City's satisfaction. See General Provisions for additional information on resolution of disputes.

- i. For hourly rate charges for Labor, the Contractor and City shall establish one “base” location in San Diego County for mobilization of Contractor’s staff and an average expected hour(s) or portion of an hour to travel from the “base” location to any location within the City of San Diego. The Contractor shall apply this agreed upon Portal-to-Portal average time using the “base” location as the start and end point and actual time at the service location to determine the charging time on an invoice.
- j. For hourly rate charges for a vehicle, equipment or instrument, the Contractor and City shall establish the “base” location for mobilization for the specific item and an average expected hour(s) or portion of an hour to travel from the “base” location to any location within the City of San Diego. The Contractor shall apply this agreed upon Portal-to-Portal average time utilizing the “base” location as the start and end point and actual time at the service location to determine the charging time on an invoice.
- k. The Contractor can request for the City’s consideration additional Portal-to-Portal time, on a case-by-case situation, for unusual travel or traffic circumstances.

2. Pricing Instructions

- a. It is the City’s policy to promote recycling and reuse as disposal options over other disposal methods whenever more than one method is authorized by regulation for a particular type of waste. The City’s disposal method hierarchy is recycle/reuse, neutralization/treatment, fuel incineration, destructive incineration, and Class I landfill.
- b. The City must approve, in advance, the method of disposal to be used for each Hazardous Waste type. The Contractor shall comply with the approved method unless the Contractor has requested a change in writing and obtained advance written permission from the City to employ a different disposal method. The City will not be responsible for disposal costs incurred for unauthorized disposal methods. The Contractor is responsible for any and all liability associated with the use of unauthorized disposal methods. In the event the City pays disposal costs incurred for unauthorized disposal methods, the Contractor shall promptly refund such payments.
- c. The City reserves the right to divert certain Hazardous Waste categories to alternate facilities as determined and designated by the City Contract Administrator and Contract Coordinator. Hazardous Waste categories may be diverted by the City to employ a preferred disposal method, to provide greater convenience to City staff, or to explore new environmentally preferable disposal technologies. If directed by the City, the Contractor shall transport the Hazardous Waste to these alternate facilities. Responsibility for the cost of transport/disposal to these facilities will be negotiated and mutually agreed upon by all parties.

- d. The Bidder shall define all assumptions and list other miscellaneous provisions affecting the cost for each item listed in the Pricing Pages or on any Supplemental Pricing provided.
3. Instructions For Routine/Scheduled Hazardous Waste Management Services

- a. Labor Pricing Page

All Labor hourly rates shall include the minimum personal protective gear required to respond to a request for service up to and including Level C (Work uniform and/or poly coated tyvek, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots, shoe covers, safety glasses, face shield, and hard hats (if required).

- b. Hazardous Waste Disposal Pricing Page

The Bidder shall include in the fixed Routine/Scheduled Hazardous Waste Disposal Pricing Page all the necessary materials, equipment, instrumentation, and vehicles to properly and safely sort, identify, spot test, package, label, load, transport, and dispose of the specified Hazardous Waste per the specified disposal method to a disposal facility in good standing and in compliance with applicable laws and regulations.

The equipment, materials, instrumentation and vehicles include, but are not limited to, containers of all types and varying sizes, absorbents, labels, markings, shipping pallets, required shipping documents, basic tools for opening and closing containers, fire prevention equipment, safety equipment, any necessary personnel protective equipment including Level C (gloves, air purifying respirator, outerwear, face shield, head covering, foot wear/coverings), decontamination equipment, spill clean up equipment, office supplies, loading equipment such as a drum dolly or pallet jack, transportation vehicle and any fuel surcharges, and any other equipment required by law or deemed suitable for the activities described in the bid.

Define and list provisions affecting the transportation and disposal of the wastes per the price bidded. Provisions may include information such as costs on a per length basis with any container requirements, maximum weights per container size, container requirements if the pricing is listed as a cost per pound, or weight to drum size conversion factors. Such provisions may be required to explain situations such as the disposal of compressed gas cylinders, or bulk solids.

The City reserves the right to reject a bid if the submitted transporter or TSDF facility has poor compliance with the laws and regulations, as defined by the City.



c. Supplemental Pricing: Hazardous Waste Disposal

The Bidder/Contractor shall adhere to the same fixed price requirements noted above for any Supplemental Pricing provided at the time of the bid or at any time during the contract period.

Supplemental Pricing will NOT be used in the evaluation of the BID.

The City will request the Contractor to supply Supplement Pricing for the following waste types:

- (1) Universal Wastes: All types of lighting wastes, batteries, CRTs, and electronics.
- (2) Ammunition
- (3) Fireworks, marine flares, and other pyrotechnic devices
- (4) Other Hazardous Waste categories per container size and disposal method not listed on the pricing page.

The Bidder may use the following example as a format to provide Supplemental Pricing for disposal of additional hazardous wastes types.

SAMPLE SUPPLEMENTAL HW DISPOSAL TABLE

Waste Type <sup>1</sup>	Disposal Method <sup>2</sup>	Package Method	Container Size <sup>3,4</sup>				
			5 gal drum	16 gal drum	30 gal drum	55 gal drum	Cubic Yard Box / Pallet <sup>5</sup>
Flammable Liquid	FI	Lab Pack	\$	\$	\$	\$	\$
Latex Paint	RC	Lab Pack	\$	\$	\$	\$	\$
Latex Paint	RC	Bulk	\$	\$	\$	\$	\$
Aerosols - flammable	DI	Bulk	\$	\$	\$	\$	\$

Sample Table Key:

- 1) Waste Type: Each waste type is on a separate line. When the same waste type is listed more than once, a different disposal method is proposed, and different rates may apply to each disposal method.

- 2) Disposal Method: The following abbreviations were used to describe the disposal method: destructive incineration (DI), fuel incineration (FI), landfill (L), treatment (T), recycle (RC), reuse (RU), stabilization (S).
- 3) Cost: Costs include materials and equipment to spot test, package and load; shipping documents; DOT container, placards, labels and markings; shipping pallets and other packaging materials; transportation, and fuel surcharges; and disposal cost per each waste type and disposal method.
- 4) Container Size: Container size and types available are listed with the corresponding pricing.
- 5) Bidder provides any documentation any DOT packaging exemption that will be used.

d. Equipment, Materials, Vehicles, Instrumentation Pricing Page

The Bidder shall include in the fixed Routine/Scheduled Hazardous Waste Services Pricing Page for Equipment, Materials, Vehicles, and Instrumentation all personnel needed to operate the equipment, the necessary materials, flanges, hoses, fuel, filters, piping, straps, tarps, covers, secondary containment, permits, spill kits, placards, maintenance and any other object, accessory, equipment, material, service, permit, or device needed to properly and safely operate or utilize the item in carrying out the services requested in this Bid.

Drum pricing provided by the Contractor will be used by the City when the use of a drum will be for some other purpose other than storing hazardous waste. The Contractor shall include the cost of a drum used for hazardous waste storage in the cost for the disposal of the specified waste.

e. Supplemental Pricing: Equipment, Materials, Vehicles, Instrumentation

The Bidder/Contractor shall adhere to the same fixed price requirements noted above for any Supplemental Pricing provided at the time of the bid or at any time during the contract period for Equipment, Materials, Vehicles, and/or Instrumentation.

This Supplemental Pricing will NOT be used in the evaluation of the Bid.

4. Instructions for Emergency Response Services

a. Labor Pricing Page

All Labor hourly rates shall include minimum personal protective gear required to respond to a request for service up to and including Level C (Work uniform and/or poly coated tyvek, air purifying respirator (full or half face), chemical resistant steel toe shoes with metatarsal guards, chemical resistant boots, shoe covers, safety glasses, face shield, and hard hats (if required)).

b. Hazardous Waste Disposal Pricing Page

The Bidder shall include in the Emergency Response Hazardous Waste Disposal Pricing Page all the necessary materials, vehicles, instrumentation, and equipment to properly and safely sort, identify, spot test, package, label, load, transport, and dispose of the specified Hazardous Waste per the specified disposal method to a disposal facility in good standing and in compliance with applicable laws and regulations.

The equipment, materials, instrumentation and vehicles includes, but is not limited to, containers of all types and varying sizes, absorbents, labels, markings, shipping pallets, required shipping documents, basic tools for opening and closing containers, fire prevention equipment, safety equipment, any necessary personnel protective equipment, decontamination equipment, spill clean up equipment, office supplies, loading equipment such as a drum dolly or pallet jack, transportation vehicle and any fuel surcharges, and any other equipment required by law or deemed suitable for the activities described in the bid.

Define and list provisions affecting the transportation and disposal of the wastes per the price bidded. Provisions may include information such as costs on a per length basis with any container requirements, maximum weights per container size, container requirements if the pricing is listed as a cost per pound, or weight to drum size conversion factors. Such provisions may be required to explain situations such as the disposal of compressed gas cylinders, or bulk solids.

The City reserves the right to reject a bid if the submitted transporter or TSD facility has poor compliance with the laws and regulations, as defined by the City.

c. Supplemental Pricing: Hazardous Waste Disposal

The Bidder/Contractor shall adhere to the same fixed price requirements noted above for any Supplemental Pricing provided at the time of the bid or at any time during the contract period.

Supplemental Pricing will NOT be used in the evaluation of the Bid.

The City will request the Contractor to supply Supplement Pricing for the following waste types:

- (1) Ammunition
- (2) Fireworks, marine flares, and other pyrotechnic devices
- (3) Other Hazardous Waste categories per container size and disposal method not listed on the pricing page.

The Bidder may use the following example as a format to provide Supplemental Pricing for disposal of additional hazardous wastes types.

SAMPLE SUPPLEMENTAL HW DISPOSAL TABLE

Waste Type <sup>1</sup>	Disposal Method <sup>2</sup>	Package Method	Container Size <sup>3,4</sup>				
			5 gal drum	16 gal drum	30 gal drum	55 gal drum	Cubic Yard Box/Pallet <sup>5</sup>
Flammable Liquid	FI	Lab Pack	\$	\$	\$	\$	\$
Latex Paint	RC	Lab Pack	\$	\$	\$	\$	\$
Latex Paint	RC	Bulk	\$	\$	\$	\$	\$
Aerosols - flammable	DI	Bulk	\$	\$	\$	\$	\$

Sample Table Key:

- 1) Waste Type: Each waste type is on a separate line. When the same waste type is listed more than once, a different disposal method is proposed, and different rates may apply to each disposal method.
- 2) Disposal Method: The following abbreviations were used to describe the disposal method: destructive incineration (DI), fuel incineration (FI), landfill (L), treatment (T), recycle (RC), reuse (RU), stabilization (S).
- 3) Cost: Costs include materials and equipment to spot test, package and load; shipping documents; DOT container, placards, labels and markings; shipping pallets and other packaging materials; transportation, and disposal cost per each waste type and disposal method.
- 4) Container Size: Container size and types available are listed with the corresponding pricing.
- 5) Bidder provides any documentation any DOT packaging exemption that will be used.

d. Equipment, Materials, Vehicles, Instrumentation Pricing Pages

The Bidder shall include in the Emergency Response Hazardous Waste Services Pricing Page for Equipment, Materials, Vehicles, and Instrumentation all personnel needed to operate the equipment, the necessary materials, flanges, hoses, fuel, filters, piping, straps, tarps, covers, secondary containment, permits, spill kits, placards, maintenance and any other object, accessory, equipment, material, service, permit, or device needed to properly and safely operate or utilize the item in carrying out the services requested in this Bid.

Drum pricing provided by the Contractor will be used by the City when the use of a drum will be for some other purpose other than storing hazardous waste. The Contractor shall include the cost of a drum used for hazardous waste storage in the cost for the disposal of the specified waste.

e. Supplemental Pricing: Equipment, Materials, Vehicles, Instrumentation

The Bidder/Contractor shall adhere to the same fixed price requirements noted above for any Supplemental Pricing provided at the time of the bid or at any time during the contract period for Equipment, Materials, Vehicles, and/or Instrumentation.

The Bidder will define all assumptions and list other miscellaneous provisions affecting the cost for each item listed in the table.

This Supplemental Pricing will NOT be used in the evaluation of the Bid.

**V. CONTRACT RECORDS MANAGEMENT**

The Contractor shall retain and make available for the City's use, preferably in an electronic on-line format, all hazardous waste profiles, hazardous waste manifests, and bills of lading at any time during the contract. Additionally, per Federal and State Regulations, the Contractor shall retain all records concerning hazardous waste exposure of staff and the transfer/transport of hazardous waste materials for thirty (30) years, as recommended by Environmental Service and City Attorney's Office.

- 29 Code of Federal Regulations 1910.20(11)(B)
- 8 California Code of Regulations 3204(d)(1)(B)
- 40 Code of Federal Regulations 262.40 (1997)

**BIDDER'S REFERENCES**

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

**REFERENCES**

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

\_\_\_\_\_

**BIDDER'S STATEMENT OF SUBCONTRACTORS - TSDf**

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Environmental Protection Agency (EPA) I.D. Number and California Certified Unified Program Agency (CUPA) Permit (or equivalent):** \_\_\_\_\_

**Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?**     Yes         No

If yes, provide details on separate page.

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

\_\_\_\_\_  
**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #:** \_\_\_\_\_

**Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?**     Yes         No

If yes, provide details on separate page.

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

\_\_\_\_\_  
**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #:** \_\_\_\_\_

**Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?**     Yes         No

If yes, provide details on separate page.

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_



**BIDDER’S STATEMENT OF SUBCONTRACTORS – TRANSPORTER(S)**

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

	License/Registration/ Permit Numbers	Expiration Date
California Department of Motor Vehicle – Motor Carrier Permit		
California Highway Patrol – Hazardous Materials Transportation License		
California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration		
US Dept of Transportation – Research and Special Programs Administration (RSPA) – Hazardous Materials Cert No.		
California or Federal EPA ID Number		

**Has your company had any Transportation, Hazardous Material or Hazardous Waste or Hazardous Waste Regulator Agency(s) Violation over the past 3 years?**       Yes       No

**If yes, provide details on separate page.**

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

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### BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

#### Equipment

**Equipment Description:** \_\_\_\_\_

**Owned**       **Rented**       **Other**  (explain below)

**If Owned, Quantity Available:** \_\_\_\_\_

**Year, Make & Model:** \_\_\_\_\_

**Explanation:** \_\_\_\_\_

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**Equipment Description:** \_\_\_\_\_

**Owned**       **Rented**       **Other**  (explain below)

**If Owned, Quantity Available:** \_\_\_\_\_

**Year, Make & Model:** \_\_\_\_\_

**Explanation:** \_\_\_\_\_

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**Equipment Description:** \_\_\_\_\_

**Owned**       **Rented**       **Other**  (explain below)

**If Owned, Quantity Available:** \_\_\_\_\_

**Year, Make & Model:** \_\_\_\_\_

**Explanation:** \_\_\_\_\_

**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY**

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, \_\_\_\_\_, certify that my company, \_\_\_\_\_, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**CONTRACTOR INFORMATION FORM**

CONTRACTOR: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. \_\_\_\_\_

PHONE NUMBER: One (1) Hour Response or Less \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

EMERGENCY NUMBER: \_\_\_\_\_

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: \_\_\_\_\_

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: \_\_\_\_\_

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: \_\_\_\_\_

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



**The City of San Diego**  
**Purchasing and Contracting Department**  
**Vendor Registration**

Vendor ID:

**Firm Information**

Firm Name:   
Firm Address:   
City:  State:  Zip:   
Phone:  Fax:   
Taxpayer ID:  Business License:   
Website:

**Contact Information**

Name:   
Title:   
Email:   
Phone:  Cell:

**Address to Which Bids Should Be Sent (if different from above)**

Check here if same from above

Mailing Address:   
City:  State:  Zip:

**Contractor Licenses**

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

**Ownership Classification**

Classification:   
(\* select from the list of Ownership Classification Codes provided below)  
Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

**Product/Services Description:**

**Product/Services Information:**

NAICS Codes:

\*select from a list of available NAICS Codes either from the website  
<http://www.census.gov/epcd/www/naics.html>  
and select 2007 NAICS codes 6 digit only  
or from a hard copy available at Purchasing and Contracting

**Purchasing & Contracting Dept. • City of San Diego**

**CONTRACTOR STANDARDS**  
*Questionnaire*

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/bid. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/bid non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

\_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

- In the past five (5) years, has your firm changed its name?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

- In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

**Corporation** Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers:

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?  **Yes**  **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* for a Joint Venture's submission to be considered responsive



**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf for a firm where you were the principal?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for making a false claim or material misrepresentation to a private or governmental entity?
- Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any firm owner, partner, officer, executives, or management been convicted of a crime, including misdemeanors, or been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violations involving the bidding, awarding, or performance of a government contract?
- Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This questionnaire response is submitted as:

- Initial submission of *Contractor Standards Questionnaire*.
- Update of prior *Contractor Standards Questionnaire* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Questionnaire Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

- (a) To comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Questionnaire* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/bid shall make the bid/bid non-responsive.

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Print Name, Title

Signature

Date

**Purchasing & Contracting Dept. • City of San Diego**  
**CONTRACTOR STANDARDS**  
***Questionnaire Attachment "A"***

Provide additional information in space below. Use additional *Questionnaire Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

---

Print Name, Title

Signature

Date