



CITY COUNCIL STAFF REPORT

DATE: September 2, 2015 CONSENT AGENDA

SUBJECT: APPROVE AGREEMENT FOR COLLECTION, TRANSPORTATION, AND THE DISPOSAL OF WASTE MATERIALS WITH HCI ENVIRONMENTAL AND ENGINEERING SERVICE

FROM: David H. Ready, City Manager

BY: Assistant City Manager/City Engineer

SUMMARY

The City's Facilities Maintenance Department, Fleet Operations Department, and Airport all generate waste oil, anti-freeze, coolant, oil filters, light bulbs, batteries, paint and absorbent material throughout the year from their daily operations that must be properly collected, transported, disposed of and/or destroyed. The award of this unit price agreement will provide for these services to these City departments.

RECOMMENDATION:

1. Approve a fixed unit price Agreement with HCI Environmental and Engineering for the proper collection, transportation, disposal and/or destruction of waste materials at the Airport, Fleet Operations and Facilities Maintenance divisions for an initial term of 3 (three) years with (2) two one year options that are subject to a CPI cost Increase.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In 2008, the City entered into an agreement with Asbury Environmental Services to collect, transport, and properly dispose of and/or destroy various waste materials generated at various city facilities, which has now expired. The Procurement and Contracting Department worked closely with the Facilities Maintenance, Fleet Operations, and Airport Operations staff to update the scope

of services and estimated requirements of each facility in an effort to competitively bid these services for a new 5 year contract period.

Since the actual needs of each division fluctuate from year to year, staff reviewed the volume of waste removal over the past five years to estimate future needs for the purposes of the bid. The bid utilized these volume estimates from the departments and requested fixed unit prices for the first 3 years of the contract, to get an estimate of what the total cost to the City would be per year.

Invitation for Bids (IFB) #15-10 was posted to the City's website and sent to twenty two (22) potential vendors. Two (2) bids were received in the Procurement office by the July 28, 2015 deadline. The vendors who responded are shown below:

Vendor	Bid Amount (Estimated fixed for 3 years)
HCI Environmental & Engineering Service	\$31,560.00 (\$10,520 per year)
Safety-Kleen Systems Inc.	\$37,446.00 (\$12,482.00 per year)

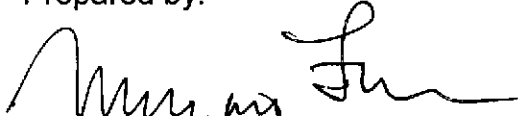
The lowest responsive, responsible bidder is HCI Environmental & Engineering Service of Corona, CA and Staff is recommending award to them for a 3 year fixed unit price agreement with 2 one year options. Years 4 and 5 will be the same fixed unit prices adjusted at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index (CPI) for all Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.

FISCAL IMPACT:

Funds for these services are budgeted each fiscal year by each using division in the following accounts: 5470-42040 (Fleet), 5641-43240 (Facillties/CoGen) and 6050-43200 (Airport).

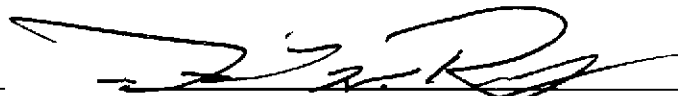
SUBMITTED

Prepared by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer

Approved by:



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. Agreement

Attachment 1

**CONTRACT SERVICES AGREEMENT
IFB 15-10
COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE
MATERIALS**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 201__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and HCI Environmental and Engineering, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City has determined that there is a need for collection, transportation disposal and /or destruction of waste materials services for IFB 15-10 Collection, Transportation Disposal and/or Destruction of Waste Materials project ("Project").

B. Contractor has submitted to City a Bid to provide Collection, Transportation Disposal and/or Destruction of Waste Materials to City for the Project under the terms of this Agreement.

C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Contractor to provide such CONTRACT services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced contractors performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Bids; and, (4) the Contractor's signed, original bid submitted to the City ("Contractor's Bid"), (collectively referred to as the "Contract Documents"). The City's Request for Bids and the Contractor's Bid, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's

Bid. All provisions of the Scope of Services, the City's Request for Bid and the Contractor's Bid shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Bid (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Bid (Exhibit "C").

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be

approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Compensation of CONTRACTOR. CONTRACTOR shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of unit costs set forth in Exhibit "D". The total amount of Compensation is estimated at \$10,520 per year and shall not exceed the amount budgeted each fiscal year for this expense as approved by City Council.

2.2 Method of Payment. In any month in which CONTRACTOR wishes to receive payment, CONTRACTOR shall submit to City an invoice for services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay CONTRACTOR for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of CONTRACTOR's invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180)

days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

3.4 Term. Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years, with two (2) one(1) year optional renewals, from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Gregory Parker, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her

designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venture or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for CONTRACT fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City

shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for CONTRACT liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Workers' Compensation Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

B. **Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

C. **Business Automobile Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

D. **Employer Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

- 5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insured, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverage may include any limiting endorsement which substantially impairs the coverage set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in

the Project will be submitted to the City for review.

- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at

any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the

Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in

equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such

notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor: Gregory Parker
HCI Environmental
114 Business Center Drive
Corona, CA 92880
Telephone: 951-280-0298
Facsimile: 951-280-0118

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which

he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**"CITY"
City of Palm Springs**

Date: _____ By: _____
David H. Ready
City Manager

APPROVED AS TO FORM: ATTEST

By: _____ By: _____
Douglas C. Holland, City Attorney James Thompson, City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR NAME:

_____ Check one Individual Partnership Corporation

Address

By _____ By _____
Signature (Notarized) Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)
On _____ before me, _____
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

Purpose: The purpose of this Invitation to Bid (IFB) is to solicit bids from qualified and properly licensed firms to perform collection, transportation, disposal and/or destruction of waste materials at various locations at the City of Palm Springs. The Contractor shall possess a valid HAZ contractor license at time of submitting bid and shall act as the General Contractor, sub-contracting with other properly licensed trade contractors as required to complete project.

Background: The following City locations require collection of waste materials as follows: Palm Springs City Yard, (Facilities Maintenance and Fleet Operations), two Cogeneration plants, and the Palm Springs International Airport.

Scope of Work: The Contractor shall provide all services, including all supervision, labor, equipment and materials and all other resources necessary for the proper collection, transportation, disposal and/or destruction from the aforementioned facilities. Services which are expected to be performed under this contract include, but are not limited to:

- A. Response to spills, accidents or discoveries involving regulated materials.
- B. Identification and characterization of materials through sampling, MSDS search and review, and/or generator knowledge. This work would include proper sampling protocol, documentation, chain-of-custody and submission to an accredited laboratory for analysis.
- C. Collection, inventory and containerization/lab packing of assorted materials.
- D. Labeling/placarding and manifesting material for shipment.
- E. Arranging proper disposal or recycling of material at an approved facility.
- F. Transporting material, or arranging transport of material via a licensed and bonded hauler. Hazardous waste haulers shall have an EPA transporter identification number.
- G. Delivery of material for disposal or recycling at a facility which has been audited by the City or otherwise approved. The Contractor may be asked to perform an environmental audit on behalf of the City, or assist the City in an audit of a proposed disposal facility.
- H. Recycling of spent or waste materials.
- I. Tracking the shipment and disposal of materials.
- J. Preparation of reports and project close-out packets, including disposal and destruction documentation.
- K. Preparation of forms and reports required to be submitted to regulatory agencies. All forms and reports shall be submitted to the City for review and approval. The City will forward these materials to the applicable regulatory agency. The Contractor shall not forward any material directly to a regulatory agency without prior City approval.
- L. Providing technical guidance to the City on waste management issues.
- M. Proposing alternate process and/or waste management methods to facilitate waste minimization where appropriate.
- N. Services shall include furnishing all labor, equipment, materials, sampling, analytical manifests, land disposal restriction forms, documentation, containerization, labeling/placarding, transportation and disposal and/or recycling of regulated materials.

Waste materials to be collected include, but are not limited to: liquids and solids contained in separators connected to the apron draining system for the airport; 55 gallon waste oil barrels; 55 gallon barrel containing waste runway crumb rubber and sand. Further materials to be collected are

liquids and solids contained in oil/water separator/clarifier located behind Fleet Operations building; waste oil contained in 250 gallon tank located at Fleet Operations building; waste antifreeze/coolant contained in 150 gallon tank at Fleet Operations building; waste oil filters media-metal contained in 55 gallon drums located at Fleet Operations building; empty 55 gallon fresh oil drums; waste lubricating synthetic oil contained in one 250 gallon tank and one 500 gallon tank located at Cogeneration plants; waste oil filters media-paper contained in 55 gallon drums located at each Cogeneration plant; and liquid acids (all types) contained in 15 gallon drums.

Each time that waste oil barrels are collected, Contractor shall service the surrounding secondary containment, including, but not limited to, collection of any materials contained therein.

On an As Needed Basis: When the City identifies a waste that warrants removal, the City's Contract Officer will contact Contractor to investigate the nature of the waste and provide to the Contract Officer a quotation for the necessary collection, transportation, disposal and/or destruction of the material. Contractor shall not engage in any work until a scope of services and related compensation is reviewed and approved in writing by the City's Contract Officer.

1. **Contract Manager(s)**: The Contract will be performed under the direction and supervision of Contract Managers for their respective City facility locations. Any reference to the Contract Manager in the contract shall mean the respective and appropriate Contract Manager or his designated representative.

SPECIAL CONDITIONS:

1. **Project Coordinator**: The Contractor will be required to assign a Project Coordinator to the Contract. This individual represents and has full authority to act for the Contractor and shall be the City's key contact throughout the duration of the Contract. A space is provided on the Information Required of Bidder page for the Project Coordinator to be named with a telephone number for contact with the respective Contract Manager(s).
2. **Bidder Qualifications**: In order to be considered for award, each Bidder must submit with their Bid the Information Required of Bidder, pages 15-16, completed in full.

This Bid is intended for "all purpose" waste handling companies. "All-purpose" means the company is capable of handling a wide variety of hazardous and non-hazardous wastes, from possible characterization through proper disposal or recycling. This Bid is not meant for companies which would serve as subcontractors to the all-purpose companies, or companies specializing in particular waste streams.

All waste management activities shall be performed in accordance with local, state and federal regulations. The Contractor shall obtain all necessary permits and licenses required by local, state and federal agencies for carrying out the work.

The Contractor shall obtain appropriate approval as necessary from a disposal facility and the applicable regulatory authority for the acceptance of a waste shipment. The Contractor shall be responsible for manifest completion, tracking and reporting.

The Contractor shall carry sufficient pollution liability insurance (\$1,000,000 minimum) to cover the work expected to be performed under the contract.

EXHIBIT "B"

**CITY'S REQUEST FOR BIDS
CITY OF PALM SPRINGS, CALIFORNIA**

INVITATION FOR BIDS NO. 15-10

SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL CONDITIONS

**FOR
COLLECTION, TRANSPORTATION, DISPOSAL
AND/OR DESTRUCTION OF WASTE MATERIALS**

2. Scope of Work:

Purpose: The purpose of this Invitation to Bid (IFB) is to solicit bids from qualified and properly licensed firms to perform collection, transportation, disposal and/or destruction of waste materials at various locations at the City of Palm Springs. The Contractor shall possess a valid HAZ contractor license at time of submitting bid and shall act as the General Contractor, sub-contracting with other properly licensed trade contractors as required to complete project.

Background: The following City locations require collection of waste materials as follows: Palm Springs City Yard, (Facilities Maintenance and Fleet Operations), two Cogeneration plants, and the Palm Springs International Airport.

Scope of Work: The Contractor shall provide all services, including all supervision, labor, equipment and materials and all other resources necessary for the proper collection, transportation, disposal and/or destruction from the aforementioned facilities. Services which are expected to be performed under this contract include, but are not limited to:

- O. Response to spills, accidents or discoveries involving regulated materials.
- P. Identification and characterization of materials through sampling, MSDS search and review, and/or generator knowledge. This work would include proper sampling protocol, documentation, chain-of-custody and submission to an accredited laboratory for analysis.
- Q. Collection, inventory and containerization/lab packing of assorted materials.
- R. Labeling/placarding and manifesting material for shipment.
- S. Arranging proper disposal or recycling of material at an approved facility.
- T. Transporting material, or arranging transport of material via a licensed and bonded hauler. Hazardous waste haulers shall have an EPA transporter identification number.
- U. Delivery of material for disposal or recycling at a facility which has been audited by the City or otherwise approved. The Contractor may be asked to perform an environmental audit on behalf of the City, or assist the City in an audit of a proposed disposal facility.
- V. Recycling of spent or waste materials.
- W. Tracking the shipment and disposal of materials.
- X. Preparation of reports and project close-out packets, including disposal and destruction documentation.
- Y. Preparation of forms and reports required to be submitted to regulatory agencies. All forms and reports shall be submitted to the City for review and approval. The City will forward these materials to the applicable regulatory agency. The Contractor shall not forward any material directly to a regulatory agency without prior City approval.
- Z. Providing technical guidance to the City on waste management issues.

- AA. Proposing alternate process and/or waste management methods to facilitate waste minimization where appropriate.
- BB. Services shall include furnishing all labor, equipment, materials, sampling, analytical manifests, land disposal restriction forms, documentation, containerization, labeling/placarding, transportation and disposal and/or recycling of regulated materials.

Waste materials to be collected include, but are not limited to: liquids and solids contained in separators connected to the apron draining system for the airport; 55 gallon waste oil barrels; 55 gallon barrel containing waste runway crumb rubber and sand. Further materials to be collected are liquids and solids contained in oil/water separator/clarifier located behind Fleet Operations building; waste oil contained in 250 gallon tank located at Fleet Operations building; waste antifreeze/coolant contained in 150 gallon tank at Fleet Operations building; waste oil filters media-metal contained in 55 gallon drums located at Fleet Operations building; empty 55 gallon fresh oil drums; waste lubricating synthetic oil contained in one 250 gallon tank and one 500 gallon tank located at Cogeneration plants; waste oil filters media-paper contained in 55 gallon drums located at each Cogeneration plant; and liquid acids (all types) contained in 15 gallon drums.

Each time that waste oil barrels are collected, Contractor shall service the surrounding secondary containment, including, but not limited to, collection of any materials contained therein.

On an As Needed Basis: When the City identifies a waste that warrants removal, the City's Contract Officer will contact Contractor to investigate the nature of the waste and provide to the Contract Officer a quotation for the necessary collection, transportation, disposal and/or destruction of the material. Contractor shall not engage in any work until a scope of services and related compensation is reviewed and approved in writing by the City's Contract Officer.

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SPECIAL CONDITIONS:

- 3. **Project Coordinator**: The Contractor will be required to assign a Project Coordinator to the Contract. This individual represents and has full authority to act for the Contractor and shall be the City's key contact throughout the duration of the Contract. A space is provided on the Information Required of Bidder page for the Project Coordinator to be named with a telephone number for contact with the respective Contract Manager(s).
- 4. **Bidder Qualifications**: In order to be considered for award, each Bidder must submit with their Bid the Information Required of Bidder, pages 15-16, completed in full.

This Bid is intended for "all purpose" waste handling companies. "All-purpose" means the company is capable of handling a wide variety of hazardous and non-hazardous wastes, from possible characterization through proper disposal or recycling. This Bid is not meant for companies which would serve as subcontractors to the all-purpose companies, or companies specializing in particular waste streams.

All waste management activities shall be performed in accordance with local, state and federal regulations. The Contractor shall obtain all necessary permits and licenses required by local, state and federal agencies for carrying out the work.

The Contractor shall obtain appropriate approval as necessary from a disposal facility and the applicable regulatory authority for the acceptance of a waste shipment. The Contractor shall be

responsible for manifest completion, tracking and reporting.

The Contractor shall carry sufficient pollution liability insurance (\$1,000,000 minimum) to cover the work expected to be performed under the contract.

5. **Bid Security:** Each bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form herein and made payable to the City of Palm Springs in the amount of ten percent of the bid amount. Such guaranty shall be forfeited should the Bidder to whom the Contract is awarded fail to furnish the required proof of insurance, bonds and to enter into a contract with the City within the period of time specified in the IFB documents. Securities may be substituted for retained funds, if applicable, per Public Contract Code Section 22300.
6. **Business License:** The successful bidder will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".
7. **Term Of Contract:** The term of this Contract will be for (3) three years from date of award, with two (2) one (1) year renewal options upon mutual consent of the Contract Administrator and the Contractor.
 - A. **Option to Renew:** At the sole discretion of the City, the Contract may be renewed for two additional years or any portion thereof. If the City exercises its option to extend, the unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.
 - B. **Contract Services Agreement:** The successful bidder will be required to sign a Contract Services Agreement in a form acceptable to the City. A sample of such an Agreement is attached as an Exhibit "A" herein.
 - C. **Schedule of Work** - The Contractor shall furnish to the City Representative a detailed work schedule showing how the Contractor will accomplish the Contract requirements. This work schedule shall indicate the number of personnel, tasks to be performed by each person and the amount of time necessary to accomplish the work. The schedule shall be kept throughout the duration of the Contract, and shall be modified and re-submitted to the City Representative as required. Any work to be performed not conforming to this schedule shall be approved by the City Representative prior to such occurrence.
 - D. **Adjustment of Services** - The City reserves the right to reduce or increase, or otherwise adjust the scope of services.
6. **Pricing:** Pricing quoted in this Bid shall be firm for the original three-year term of the resulting Contract.
7. **Payment:** For all services which the Contractor is obligated to perform under the Contract, the City shall pay to the Contractor per the quote provided by Contractor and set out in Exhibit "C" of the Contract Services Agreement.
8. **Award Of Bid:** The Bid will be awarded to the lowest responsive and responsible Bidder based on the unit prices submitted on the Bid Pricing Page of this document.

Responsibility of a bidder will be determined by the City based on each bidders experience and references. The City will be the sole judge with respect to the responsiveness and responsibility of each bidder.

9. **Performance Bond:** The successful Bidder shall furnish within 14 calendar days after Notice of Award, a Performance Bond in the sum of the amount of Agreement. The successful Bidder shall maintain the validity and enforcement of said bond for the duration of the Contract. Also, the successful Bidder shall furnish within 14 calendar days after Notice of Award certificates of Insurance as per the instructions contained herein.
10. **Time Is Of The Essence:** Time is of the essence in performance of the work.

**INVITATION FOR BID (IFB) 15-10
COLLECTION AND DESTRUCTION OF WASTE MATERIALS
BID PRICING**

Responding to Invitation for Bids No. 15-10 for Collection and Destruction of Waste Materials for City facilities, the undersigned bidder proposes and agrees to provide the services and work in accordance with the specifications. I/WE PROPOSE AND AGREE to furnish all labor, equipment, materials, supervision and service necessary to complete said Work in accordance with the Specifications of the City of Palm Springs and will accept as full payment therefore, the following unit cost amounts. **The City of Palm Springs will not accept any additional charges, fees, etc. that are not already included or incorporated in the below unit costs.**

Type

Waste Oil (including lubricating oil from Cogen)	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
Liquid		3350	
Service Fee		20	
Waste Anti-Freeze Coolant			
	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
Liquid		190	
Service Fee		4	
Used Oil Filters (including replacement drums)			
	Unit Price/55 gal drum	Annual Quantity Estimated 55 gal drums	Estimated Annual Cost
Filter		12	
Oil/Water Separator Waste			
	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
Liquids		7500	
Solids		182	
Runway Rubber Fragment Removal			
	Unit Price/55 gal drum	Annual Quantity Estimated 55 gal drums	Estimated Annual Cost
55 gallon drum		500	
Miscellaneous			
	Unit Price	Annual Quantity Estimated	Estimated Annual Cost
Batteries (mix) (55 gallon drum)		5	
U Shaped Light (55 gallon drum)		6	
4' Fluorescent Lights (boxed)		5	
8' Fluorescent Lights (boxed)		1	
HID Lights (55 gallon drum)		2	
Aerosol Paint (55 gallon drum)		1	
Latex Paint (55 gallon drum)		10	
Other Paint (55 gallon drum)		1	
Misc. Solvents (55 gallon drum)		1	

Total Estimated Annual Compensation \$ _____

Estimated Annual Rate \$ _____ x 3 years= Total Est. for 3 years \$ _____

(Basis of Award)

PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

For the initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

CHECK IF THE FOLLOWING STATEMENT APPLIES:

_____ My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is REQUIRED to be attached to this document in order to request the Local Preference.** Local Preference will **NOT** be applied or considered if you fail to comply with this requirement with the submission of your Bid.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your Bid. Failure to acknowledge the Addenda issued may result in your Bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:

Addendum(s) # _____ is/are hereby acknowledged.

IFB 15-10 COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

(Signatures):

Name of contractor submitting bid _____

Authorized signature _____

Printed name _____ Title _____

Address _____

City, State, Zip _____

Telephone No: _____ Fax No: _____

E-mail _____

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND
SUBMITTED WITH BID**

STATE OF CALIFORNIA)
) SS
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid. That the bid is not made in the interests of, or on the behalf of, any undisclosed person, partnership company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or any other member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for said
County and State

**CITY OF PALM SPRINGS
COLLECTION, TRANSPORTATION AND DESTRUCTION OF WASTE MATERIALS
IFB 15-10**

Information Required of Bidder

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT. Bidder is required to supply the following:

1. Contractor/Firm Name and Address _____

2. Name and Title of person authorized to execute a contract for the firm:

3. Telephone Number: _____ (FAX) _____
4. E-mail address: _____
5. Type of Firm: __Individual __Partnership __Corporation __Other _____
6. Corporation organized under the laws of the State of _____
7. Business License No. _____ Expiration Date: _____

8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

9. List the name, title, and telephone of the person (Project Coordinator) who will supervise full-time the work of this Contract for your firm: _____

10. Number of years in this type of business: _____

11. Response Time, if applicable: _____

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto The City of Palm Springs, hereinafter called the "City" in the sum of (state in words and figures):

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bidding schedule(s) of the City's Contract Documents entitled:

IFB 15-10 COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents and furnishes the required Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED this ____ day of _____, 20____

CONTRACTOR:

SURETY:

(Check One: __ individual, __ partnership, __ corporation)

By: _____

By: _____

Signature
(NOTARIZED)

Print Name and Title:

Title: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

By: _____

Signature
(NOTARIZED)

Print Name and Title:

(Corporations require two signatures; one from each of the following groups: A. Chairman of Board, President, or any Vice President; and B. Secretary, Asst. Secretary, Treasurer, Asst. Treasurer, or Chief Financial Officer.)

EXHIBIT "C"

CONTRACTOR'S BID

INVITATION FOR BIDS NO. 15-10

FOR

COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

THIS INVITATION FOR BIDS CONSISTS OF THE FOLLOWING:

	<u>PAGE</u>
COVER SHEET	1
NOTICE INVITING BIDS.....	2-3
BIDDER'S CHECK LIST	4
TERMS & CONDITIONS	5-8
SCOPE OF SERVICES, REQUIREMENTS, COMPENSATION, PERFORMANCE	9-12
BID PRICING PAGES (MUST BE MANUALLY SIGNED)	13-14
NON-COLUSSION AFFIDAVIT	15
BIDDER'S GENERAL INFORMATION AND REFERENCE LIST	16-17
BID BOND FORM	18
SAMPLE CONTRACT AGREEMENT	19-39

NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF OR THE FAILURE TO OPEN A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

STREET ADDRESS:

City of Palm Springs
Procurement & Contracting
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

DATE DUE: WEDNESDAY, JULY 8, 2015

TIME DUE: 3:00 P.M., Local Time

Addendum #3- Date Due: Tuesday, July 28, 2015

Time Due: 3:00 P.M., Local Time

PLEASE NOTE THAT PALM SPRINGS CITY HALL IS CLOSED EVERY FRIDAY AND THEREFORE IS NOT ABLE TO ACCEPT, TIME OR DATE STAMP ANY SUBMITTALS/BIDS ON FRIDAYS (OR WEEKENDS). PLEASE TAKE THIS INTO CONSIDERATION WHEN DELIVERING A SUBMITTAL/BID BY THE DUE DATE AND TIME AS DEFINED IN THIS DOCUMENT.

[Handwritten signature]
7/20/15



*****REVISED AS PER ADDENDUM #4*****
INVITATION FOR BID (IFB) 15-10
COLLECTION AND DESTRUCTION OF WASTE MATERIALS
BID PRICING

Responding to Invitation for Bids No. 15-10 for Collection and Destruction of Waste Materials for City facilities, the undersigned bidder proposes and agrees to provide the services and work in accordance with the specifications. I/WE PROPOSE AND AGREE to furnish all labor, equipment, materials, supervision and service necessary to complete said Work in accordance with the Specifications of the City of Palm Springs and will accept as full payment therefore, the following unit cost amounts. The City of Palm Springs will not accept any additional charges, fees, etc. that are not already included or incorporated in the below unit costs.

Type	Waste Oil	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
	Motor oil waste and lubricating oil from Cogen	\$0.10	3350	\$335.00
	Waste Anti-Freeze Coolant	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
	Liquid	\$0.01	1200	\$12.00
	Oil Waste/Filters	Unit Price/55 gal drum	Annual Quantity Estimated 55 gal drums	Estimated Annual Cost
	Filter	\$25.00	18	\$450.00
	Absorbent Material/Oily Rags	\$155.00	12	\$1,860.00
	Miscellaneous	Unit Price	Annual Quantity Estimated	Estimated Annual Cost
	Batteries (mix) (55 gallon drum)	\$495.00	5	\$2,475.00
	U Shaped Light (55 gallon drum)	\$145.00	6	\$870.00
	4' Fluorescent Lights (boxed)	\$24.00	5	\$120.00
	8' Fluorescent Lights (boxed)	\$48.00	1	\$48.00
	HID Lights (55 gallon drum)	\$175.00	2	\$350.00
	Aerosol Paint (55 gallon drum)	\$275.00	1	\$275.00
	Latex Paint (55 gallon drum)	\$175.00	10	\$1,750.00
	Water Based (55 gallon drum)	\$175.00	10	\$1,750.00
	Misc. Solvents (55 gallon drum)	\$225.00	1	\$225.00

Total Estimated Annual Compensation \$ 10,520.00

Estimated Annual Rate \$ 10,520.00 x 3 years= Total Est. for 3 years \$ 31,560.00
 (Basis of Award)

[Handwritten Signature]
 7/20/15



PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

For the initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

CHECK IF THE FOLLOWING STATEMENT APPLIES:

_____ My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is REQUIRED to be attached to this document in order to request the Local Preference.** Local Preference will **NOT** be applied or considered if you fail to comply with this requirement with the submission of your Bid.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your Bid. Failure to acknowledge the Addenda issued may result in your Bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:

Addendum(s) # 1, 2, 3, 4 is/are hereby acknowledged.

IFB 15-10 COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

(Signatures):

Name of contractor submitting bid HCI Environmental & Engineering Service

Authorized signature 

Printed name Gregory J. Parker Title President

Address 114 Business Center Drive

City, State, Zip Corona, CA 92880

Telephone No: (951) 280-0298 Fax No: (951) 280-0118

E-mail greg@hcienv.com



INVITATION FOR BID (15-10)

FOR

COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE IFB DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: *Will the City of Palm Springs waive the payment and performance bond for this contract?*

A 1: **Yes, the requirement for a Payment and Performance Bond is hereby waived for this Contract.**

Q 2: *Is this project Prevailing Wage and require Certified Payroll?*

A 2: **No, Prevailing Wage Rates and Certified Payroll are not applicable.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Marina A. Williams
Procurement Specialist I

DATE: June 25, 2015

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: HCI Environmental & Engineering Svc

Authorized Signature: Gregory J. Parker  Date: 6/21/15

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Page 14 of the Invitation to Bid. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



INVITATION FOR BID (15-10)

FOR

COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

ADDENDUM NO. 2

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE IFB DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City of Palm Springs is extending the deadline for this Invitation to Bid from Wednesday, July 8, 2015 at 3pm to Tuesday, July 21, 2015 at 3pm.

The City has received the following questions and is hereby providing answers thereto:

Q1: *What type of batteries?*

A1: *Batteries include lead acid, alkaline, and NiCad*

Q2: *I noticed on the bid that the 55gal drum replacements (Empty drums) is not on the list, do you provide your own drums or do you also need pricing on replacement drums?*

A2: *No we do not provide our own drums, vendor is to provide pricing to include replacement new drums.*

Q3: *May I have a copy of the current contract/pricing?*

A2: *Please find previous contract pricing attached.*

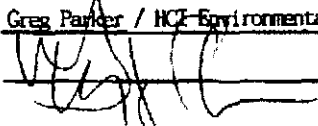
The City has received other questions that we are still working on and answers will be provided in future addenda.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Marina A. Williams
Procurement Specialist I
DATE: July 2, 2015

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Greg Parker / HCI Environmental & Engineering Service

Authorized Signature:  Date: 7/2/15

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Page 14 of the Invitation to Bid. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



INVITATION FOR BID (15-10)

FOR

COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS

ADDENDUM NO. 3

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE IFB DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City of Palm Springs is extending the deadline for this Invitation to Bid from Tuesday, July 21, 2015 at 3pm to Tuesday, July 28, 2015 at 3pm.

Addendum No. 3 deletes the requirements for a State Contractor License "HAZ" identified on the Notice Inviting Bids Page 2 and replaces the requirement with the below:

CLARIFICATION/REVISIONS OF IFB DOCUMENT:

Strike:

~~CONTRACTORS LICENSES: Contractor must possess the following current and valid licenses and registrations: HAZ contractor license. Licenses must be maintained during the entire term of the agreement.~~

Replace with:

Contractor must possess ALL of the following current and valid licenses, registrations and permits in the State of CA:

- CHP – Hazardous Materials Transportation License ✓
- DTSC – Hazardous Waste Transporter Registration with Consolidated Transporter Notification ✓
- DOT PHMSA – Hazardous Materials Certificate of Registration ✓
- EPA ID Number ✓
- DMV – Non-Expiring Motor Carrier Permit ✓

Current and valid copies of ALL of the above are required of all bidders with submission of bids, and shall be maintained by the awarded contractor during the entire term of the agreement. Failure to submit the above required copies with a bid will deem the bid as non-responsive.

The Bid Pricing page has been updated.

Discard:

Page 13 of the original Invitation to Bid (Bid Pricing). Failure to use the revised bid pricing page will deem a bid as non-responsive.

Replace with:

Page 13 attached hereto and made part of the original Invitation to Bid.

The City has received the following questions and is hereby providing answers thereto:

Q 1: Does the Oil & water ship as Non-HAZ or Non-RCRA?

A 1: They are Non-HAZ.

Q 2: What type of misc. solvents? Do you have MSDS's for these solvents?

A 2: Solvents are degreasers and graffiti removers. Yes, we have MSDS for these solvents.

Q3: What types of paints?

A3: Latex water based, water based traffic paints for striping and curb painting and aerosol spray paint.

Q4: May I have a copy of the MSDS for the runway rubber fragment removal?

A4: There is no MSDS. We use high pressure steam water for removal and the residual is hauled away.

Q5: Where is the used oil coming from?

A5: The waste oil is drained out of City vehicles while performing routine services and is lubricating oil from the Cogen plant.

Q6: How many u-shaped lights are in a 55gal drum?

A6: We do not know how many lights fit in a 55gal drum.

Q7: How many HID lights are in the 55gal drum?

A7: We do not know how many lights fit in a 55gal drum.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Marina A. Williams
Procurement Specialist I
DATE: July 14, 2015

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Greg Parker / HCI Environmental & Engineering Service

Authorized Signature: [Signature] Date: 7/14/15

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Page 14 of the Invitation to Bid. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



**INVITATION FOR BID (15-10)
FOR
COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF WASTE MATERIALS
ADDENDUM NO. 4**

This Addendum is being issued for the following changes and Informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE IFB DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

As noted in Addendum #3, please remember the deadline for this invitation to Bid was extended from Tuesday, July 21, 2015 at 3pm to TUESDAY, JULY 28, 2015 at 3pm.

Also note that the deadline for submission of questions has passed.

CLARIFICATION/REVISIONS OF IFB DOCUMENT:

Strike from the Bid Pricing page "Runway Rubber Fragment Removal". The removal of this material is NOT part of this bid process or the resulting contract.

As such, The "Revised" Bid Pricing page as provided in Addendum #3 has been updated.

Discard:

Page 13 of the original Invitation to Bid (Bid Pricing) and from Addendum #3. Failure to use the revised bid pricing page per this Addendum #4 will deem a bid as non-responsive.

Replace with:

Revised Bid Pricing Page from Addendum #4, Page 13, attached hereto and made part of the original Invitation to Bid.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders on behalf of Marina A. Williams
Procurement & Contracting Manager

DATE: July 20, 2015

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Greg Parker / HCI Environmental & Engineering Service

Authorized Signature: [Signature] Date: 7/20/15

Acknowledgment of Receipt of Addendum 4 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Page 14 of the Invitation to Bid. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND
SUBMITTED WITH BID**

STATE OF CALIFORNIA)
) SS
COUNTY OF RIVERSIDE)

Please see correct notary page
attached.

The undersigned, being first duly sworn, deposes and says that he or she is _____
of _____, the party making the foregoing bid. That
the bid is not made in the interests of, or on the behalf of, any undisclosed person, partnership
company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;
that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder,
or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true; and, further, that the bidder
has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any
fee to any corporation, partnership, company, association, organization, bid depository, or any
other member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 20__.

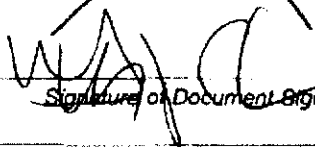
Notary Public in and for said
County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

See Attached Document (Notary to cross out lines 1-6 below)
See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

~~_____

_____~~


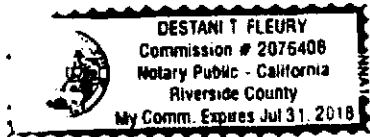
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me
on this 16th day of July, 2015,
by Date Month Year
(1) Gregory J. Parker
(and (2) _____).
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid #15-10 Document Date: 7/8/15
Number of Pages: 1 Signer(s) Other Than Named Above: None

**CITY OF PALM SPRINGS
COLLECTION, TRANSPORTATION AND DESTRUCTION OF WASTE MATERIALS
IFB 15-10**

Information Required of Bidder

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT. Bidder is required to supply the following:

1. Contractor/Firm Name and Address HCI Environmental & Engineering Svc
114 Business Center, Drive, Corona, CA 92880
2. Name and Title of person authorized to execute a contract for the firm:
Gregory J. Parker, President
3. Telephone Number: (951) 280-0298 (FAX) (951) 280-0118
4. E-mail address: greg@hcienv.com
5. Type of Firm: Individual Partnership Corporation Other
6. Corporation organized under the laws of the State of NV, CA
7. Business License No. 788216 Expiration Date: 12/31/16
8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. <u>\$350,000.00</u>		<u>Nano H2O-See attached pages</u>	<u>Erin Chiang</u> <u>(310)321-4118</u>
b. <u>\$100,000.00</u>		<u>Moulton Niguel-See attached pages</u>	<u>Larry Ballew</u> <u>(949)425-3535</u>
c. <u>\$54,000.00</u>		<u>L.A. Police-See attached pages</u>	<u>Mark Kapoh</u> <u>(424)646-5670</u>
d. <u>\$275,000.00</u>		<u>Sorenson Eng-See attached pages</u>	<u>Joe Watanabe</u> <u>(909)795-2434</u>
e. <u>\$80,000.00</u>		<u>City of Hemet-See attached pages</u>	<u>Charles Russell</u> <u>(951)765-3807</u>



HAZMAT TEAM

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS
CA 788216 · NV 0075367
One Solution for All Your Environmental Needs
GSA Advantage Contract Number GS-10F-0334Y
Visit us on the web at www.HCIENV.com
800.988.4424



References

Company: Nano H2O
Name: Erin Chiang
E-Mail: echiang@nanoh20.com
Phone: (310)321-4118
Address: 750 Lairport Street, El Segundo, CA
Description: Clarifier pump-out / Clean-up, hazardous waste removal, and supply part washers including disposal of parts washer fluid
Dates: 12/2009-Current

Company: Sorenson Engineering
Name: Joe Watanabe
E-Mail: jwatanabe@sorensoneng.com
Phone: (909) 795-2434
Address: 32032 Dunlap Blvd, Yucaipa, CA 92399
Description: Hazardous waste transportation and disposal services
Dates: 7/2010-Current

Company: Total Chaos Fab
Name: Matt Vaughan
E-Mail: chaosfab@sbcglobal.net
Phone: (951) 737-9682
Address: 159 N Maple Street #J, Corona, CA 92880
Description: Hazardous waste transportation and supply part washers including disposal of parts washer fluid
Dates: 8/2013-Current

Company: Decra Roofing Systems, Inc.
Name: Sherry Kinzel
E-Mail: skinzel@decra.com
Phone: 951-272-8180
Address: 1230 Railroad Street, Corona, CA 92882
Description: Hazardous waste transportation and disposal services and supply part washers including disposal of parts washer fluid
Dates: 7/2012-9/2014

Company: Moulton Niguel Water District
Name: Larry Ballew
E-Mail: tmidgley@mnwd.com
Phone: (949) 425-3535
Address: 32332 Crown Valley Parkway, Laguna Hills, CA 92692
Description: Hazardous waste transportation and disposal services
Dates: 4/2012-Current

Pg. 1 of 2

CALIFORNIA NEVADA ARIZONA
Corporate Office: 114 Business Center Drive, Corona, CA 92880
800.988.4424



HAZMAT TEAM

HCI Environmental & Engineering Service
A-GENERAL ENGINEERING STATE CONTRACTORS
CA 788216 · NV 0075367
One Solution for All Your Environmental Needs
GSA Advantage Contract Number GS-10F-0334Y
Visit us on the web at www.HCIENV.com
800.988.4424



References

Company: Los Angeles World Airport Police
Name: Mark Kapoh
E-Mail: mkapoh@lawa.org
Phone: (424)646-5670
Address: 7171 W. Imperial Highway, Los Angeles, CA 90045
Description: Weekly clean-up of firing range / annual cleaning and replace rubber backstop
Dates: 1/2012-Current

Company: Riverside Co. Economic Development Agency
Name: Grace Escobar
E-Mail: gescobar@rivcoeda.org
Phone: (760)218-8567
Address: 3403 10th Street, Suite 500, Riverside, CA 92501
Description: Demolition and disposal
Dates: 6/2012-Current

Company: City of Hemet
Name: Charles Russell
E-Mail: crussell@cityofhemet.org
Phone: (951)765-3807
Address: 3777 Industrial Avenue, Hemet, CA 92545
Description: Hazardous waste transportation and disposal services
Dates: 9/2001-Current

Company: City of San Jose Police Department
Name: Priscilla Louangrath
E-Mail: Priscilla.louangrath@sanjoseca.gov
Phone: (708) 535-7058
Address: 201 W. Mission Street, San Jose, CA 95110
Description: Firing Range Clean-up/ Maintenance
Dates: 12/2013-Current

9. List the name, title, and telephone of the person (Project Coordinator) who will supervise full-time the work of this Contract for your firm: (951) 280-0298

DC Olsen-Project Manager / Tressa Stivers- Compliance
dc@cienv.com tressa@cienv.com

10. Number of years in this type of business: 15

11. Response Time, if applicable: 2 hours

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)



HAZMAT TEAM

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Subcontractor

Company: **Asbury Environmental Services**

Name: Scott Ennis

Phone: (310) 886-3400

Address: 1300 S. Santa Fe Avenue, Compton, CA 90221

Job Description or Goods Provided: Waste oil pump out

EPA #: CAD028277036

DOT #: 061214553033W

Cal. State License #: 731738 (A & HAZ)

Motor Carrier Permit: CA# 0000068

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No bid bond, please see addendum
Number 1.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as
Principal, _____
and _____ as
Surety, are held and firmly bound unto The City of Palm Springs, hereinafter called the "City" in
the sum of (state in words and figures):

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under
the bidding schedule(s) of the City's Contract Documents entitled:

**IFB 15-10 COLLECTION, TRANSPORTATION DISPOSAL AND/OR DESTRUCTION OF
WASTE MATERIALS**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into
a written Agreement on the form of agreement bound with said Contract Documents and
furnishes the required Certificates of Insurance, then this obligation shall be null and void,
otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by
said City and City prevails, said Surety shall pay all costs incurred by said City in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED this ____ day of _____, 20____

CONTRACTOR: _____ **SURETY:** _____

(Check One: individual, partnership, corporation)

By: _____ By: _____
Signature (NOTARIZED) Title: _____
Print Name and Title: _____

(SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY)

By: _____
Signature (NOTARIZED)
Print Name and Title: _____

(Corporations require two signatures; one from each of the following
groups: A. Chairman of Board, President, or any Vice President;
and B. Secretary, Asst. Secretary, Treasurer, Asst. Treasurer, or
Chief Financial Officer.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On July 16, 2015 before me, Destani T. Fleury
Date Here Insert Name and Title of the Officer
personally appeared Gregory J. Parker
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:
Title or Type of Document: R.d # 15-10 Document Date: 7/16/15
Number of Pages: Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

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Statement of Qualification Corporate Background

HCI Environmental & Engineering Service (HCI) was established in April 2000. Its Founders, Gregory J. Parker and C. Robert Guy have 35 Years Combined experience in the environmental management industry. Their experience includes hazardous waste transportation, disposal, 24/7 emergency chemical spill response, environmental construction, lab packing, environmental consulting and project management. Due to their training and vast experience HCI was created as a turn-key field services company utilized to assist government, institutions and private industry with their waste management needs.

In regards to the management and response to the City of Palm Springs needs, the following steps will be taken with respect to the Scope of Work Identified in the RFP.

Non Emergency Situation:

- HCI receives fax, email or phone order;
- HCI contacts appropriate person at the City of Palm Springs to confirm types and quantities of waste;
- If necessary HCI will schedule an Environmental Technician to view and inventory the waste within one to two days;
- Once waste streams are evaluated, HCI will complete a profile to the designated waste disposal facility;
- HCI will receive an approval number from the designated disposal facility;
- HCI will schedule the waste for transportation;
- HCI will prepare all necessary documentation to include shipping documents and labeling requirements;
- If necessary, HCI will obtain an EPA ID number for the City of Palm Springs;
- HCI will pick the waste stream(s) up within one to two days from the time the waste order has been called in unless the waste needs to be inventoried or a haz-cat and or sampling and or sampling and analysis needs to be performed prior to the job;
- At the time of pick-up, HCI will have all the appropriate containers, safety equipment, appropriate paperwork and Environmental Technicians to perform the job;
- Waste will be packaged, loaded on to truck, labels will be fixed to container and paperwork will be signed and copies will be left with the client for their files;
- HCI will then transport the waste to the designated facility and drop off for disposal;
- All paperwork will be signed by facility and proper documentation will be mailed back to the City of Palm Springs;

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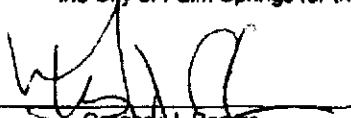


Emergency Situation:

When a hazardous material incident occurs, attention must be paid to the prevention of the hazardous material spreading and unnecessary contamination of the spill location, environment and property. Containment is the prevention or reduction of the continuing spread of hazardous materials by various means. However, the first priority is to protect personnel. Containment methods include berming, use of absorbents, covering, damming and using jelling agents. Berming, curbing or diking with available materials prevents further spread of the materials or directs the flow of the materials in a more desired direction. Control is the act of preventing more discharge of hazardous material, usually from the source.

Control methods include repairing leaks, closing valves, capping discharge materials, solidifying, plugging, patching or any other effective control method applicable during the response to the incident which may reduce or stop the flow. Control activities may require the personnel to enter the high risk area called the "exclusionary zone" to conduct control activities. This requires wearing chemically protective clothing and equipment which can make the task of control more difficult to achieve. Only trained workers can conduct "safe" control techniques.

- HCI receives phone calls 24 hours a day 7 days a week from the City of Palm Springs. HCI requests type and quantity of material spilled, address of spill location;
- HCI dispatches a Project Manager and appropriate personnel to spill location with equipment truck and necessary spill containment supplies to be on-site with-in one to three hours;
- HCI dispatches the appropriate equipment necessary for the spill clean-up operations to be on-site within one to three hours;
- When HCI arrives onsite, the spill situation will be assessed, account for and ensure the safety of all people, isolate the area and, if possible, stop the flow of product. HCI will then take steps to control the incident;
- Once the spill is under control, HCI will begin spill clean-up procedures;
- HCI will profile the waste stream to the designated facility;
- HCI will receive an approval number from the designated disposal facility;
- HCI will schedule the waste for transportation;
- HCI will prepare all necessary documentation to include shipping documents and labeling requirements;
- If necessary, HCI will obtain an EPA ID number for the City of Palm Springs;
- Waste will be packaged, loaded on to truck, labels will be fixed to container, paperwork signed and copies left with the client for files;
- HCI will then transport the waste to the designated facility and drop off for disposal;
- All paperwork will be signed by facility and proper documentation will be mailed back to the City of Palm Springs for their files.

X 
Gregory J. Parker
President

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TRANSPORTATION EMERGENCY SPILL RESPONSE PLAN

<p>FACILITY INFORMATION HCI Environmental & Engineering Service 114 Business Center Dr., Corona, CA 92880 951-280-0298 Office · 951-280-0118 Fax 24/7 Spill Response 800-988-4424</p>
--

EMERGENCY PLAN COORDINATOR	
Name: D.C. Olsen	
Title: Emergency Response and Chief Field Supervisor	
Department: Environmental Construction and Emergency Response Division	
Telephone No.: 800-988-4424 · 951-280-0298/office · 909-645-7101/mobile	
ADDITIONAL CONTACTS	
Name: C. Robert Guy	Name: Donald C. Olson
Title: Chief Operating Officer	Title: Operations Manager
Telephone No.: 951-532-9979/mobile	Telephone No.: 909-645-7101/mobile
Name: Tressa Stivers	Name: Tressa Stivers
Title: Regulatory Compliance Manager	Title: Customer Service
Telephone No.: 951-323-7339/mobile	Telephone No.: 951-323-7339/mobile
Name Melissa Ibison	
Title: Regulatory/ Health & Safety Compliance Consultant	
Telephone No.: 951-532-5014/mobile	

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COMPANY REFERENCE

Company: Hunter Consulting, Inc. dba
HCI Environmental & Engineering Service

Address: 114 Business Center Drive
Corona, CA 92880

Phone: 800.988.4424
951.280.0298 Office 951.280.0118 Fax

Contact: Gregory J. Parker – gparker@hcienv.com
C. Robert Guy – rguy@hcienv.com

Website: www.HCIENV.com

Entity Status: Corporation

State of Incorporation: Nevada **Date of Incorporation:** 04/00

Federal Tax I.D. #: 88-0463772 **Dunn & Bradstreet #:** 79-944-9827

A – General Engineering Contractors State License #: 788216
-C-21 Demolition
-Hazardous Substances Removal and Remedial Actions Certification
-Asbestos Certification
-Home Improvement Certification

NAICS Identification (ID) #: 562910

EPA Identification (ID) #: CAR000176826

Hazardous Materials Transportation License #: 137055

Insurance/Bonding: Willis Insurance
Contact: Andrew Shutak
4250 Executive Square, Suite 250
La Jolla, CA 92037
858.678.2104 Office
858.678.2100 Fax

Small Business Certification #: 0022207
Department of General Services
Office of Small Business Certification and Resources
707 Third Street, 1st Floor, Room 400
P.O. Box 989052
West Sacramento, CA. 95798-9052
Contact: Bobby
916.378.5330 Office

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HCI Environmental & Engineering Service is a full service environmental management company. HCI utilizes its vast experience in the environmental industry to assist its clients in maintaining their environmental management programs and projects with an emphasis on *Hazardous Waste Transportation/Disposal and Environmental Construction*.

HCI Environmental & Engineering Service is a "hands-on field services" company. HCI acts as both a General Contractor (#788216) and a sub-contractor enabling us to service our Consulting, Contracting, Government, Public Works, and Industrial Clients.

The following are examples of services HCI provides but are not limited to:

- Hazardous/Non Hazardous Waste Disposal/Recycling
 - Paint
 - Solvents
 - Petroleum Products
 - Soil
 - Acid
 - Caustic
 - Waste Water
 - Solid Waste
 - Liquid Waste
- Hazardous/Non Hazardous Waste Transportation
 - Box Van
 - Roll-off
 - Vacuum Tanker
 - Bulk Tanker
- Environmental Construction
 - Demolition
 - AST/UST Removal & Installation
 - Clarifier Removal & Installation
 - Soil Excavation/Remediation
 - Asbestos Abatement
 - Confined Space Entry
 - Phase I, II & III
- Environmental Compliance
 - Permitting
 - Work Plans
 - Health & Safety Plans
 - Sampling & Analysis
 - Waste Classification
- 24 hr/7 day a week Emergency Spill Response

HCI Environmental & Engineering Service Builds Relationships

Along with HCI's longevity in the environmental industry come long-lasting relationships with its clients. HCI prides itself in becoming an integral part of our client's team, utilizing its ability to assist in completing both basic and complex segments of a defined project within budget and on time.

Please feel free to contact HCI Environmental & Engineering Service for any future environmental projects.

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BANK/CREDIT REFERENCE

Bank Information: Pacific Western Bank
Corona Branch
1050 W. Sixth Street
Corona, CA 92882
(951) 735-7426 Office (951) 735-0657 Fax
Contact: Joyce Cox – Branch Operations Manager

**Trade/Credit
References:**

Alliance Environmental
P.O. Box 1028
Murrieta, CA 92564
(951) 965-7000 Office
Contact: Dave Milligan
Credit Limit: \$10K
Terms: 30 days

National Construction & Supply, Inc.
160 W. Foothill Pkwy., Ste. 105 #140
Corona, CA 92882
(800) 454-4627 Office
Credit Limit: \$100K
Terms: 30 days

Evoqua Water Technologies, LLC
5375 S. Boyle Ave
Los Angeles, CA 90058
(323) 277-1500 Office
Contact: Lisa Alvarez
Credit Limit: \$50K
Terms: 30 days

Downs Energy
1296 Magnolia Ave
Corona, CA 92879-2098
(888) 810-3835 Office
Credit Limit: Open
Terms: 10 days

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ENGINEERING/CONSTRUCTION EQUIPMENT LIST

- Track Excavator
- 2 ½ Yard Rubber Tire Loader
- 3 Yard Rubber Tire Loader
- 4 ½ Yard Rubber Tire Loader
- 6 Yard Rubber Tire Loader
- 4 Yard Track Loader
- 450 Crawler to Include Slope Board
- D6 Crawler to Include Slope Board
- Single Drum Sheepsfoot Compactor
- Backhoe
- 7 Yard Dump Truck
- 2000 Gallon Water Truck
- 2000 Gallon Water Truck 4x4
- 824 Rubber Tire Dozer
- 25 Ton End-Dump Truck
- 19 Yard Elevating Scraper
- 11 Yard Elevating Scraper
- 49,000 # Excavator
- Skid Steer to Include Breaker
- Motor Grader
- Skip Loader

HAZARDOUS WASTE/EMERGENCY RESPONSE EQUIPMENT LIST

- (1) 5,500 Gallon Stainless Vacuum Tanker(s)
- (8) 8,500 Gallon Bulk Tanker(s)
- (3) Fuel Filtration Units to Include Truck and Trailer
- (1) Ford F550 Fully Equipped Emergency Spill Response Vehicle
- (1) Polaris 500 Quad-Runner to Include Trailer
- (1) 28' Truck and Trailer
- (1) 53' Truck and Trailer
- (3) Transportable High-Pressure/Steam Units
- (3) Ford F150
- (3) Dodge 1500
- (1) Ford F350
- (1) 24' Freightliner Stakebed
- (1) 6,500 Gallon Waste Oil Route Collection Truck

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PROJECT REFERENCE TABLE

PROJECT	LOCATION	DESCRIPTION OF SERVICE
SOCO Petroleum	El Centro, CA	Emergency Response: Responded to a diesel spill via a tanker truck and trailer; Cleaned up > 40,000 gallons of contaminated water and >10,000 tons of diesel impacted soil to the satisfaction of all regulatory agencies involved.
Precision Pipeline	Fontana, CA	Emergency Response: Bio-hazard spill (raw sewage and petroleum hydrocarbon); The City of Fontana main sewer line was damaged by a sewer repair company during excavation. Raw sewage was exposed to soil, storm drains and canals. Removal of all soil, debris and rinseate.
Bank of America, Coast Federal Bank and other financial institutions	Various locations throughout CA	Site Assessments: Prepared and reviewed Phase I, II & III ESA's to allow property title transfers.
Chemical Distribution Facility	Los Angeles, CA	Site Characterization and Remediation: Performed subsurface and water monitoring investigations to determine extent of soil contamination and plume extent.
Lockheed/Martin Skunkworks Facility	Ontario, CA	Site Characterization and Remediation: Remedial investigation and excavation of solvent contaminated soil, UST removal, and structural decontamination to include various airplane hangers and trenching.
San Pedro Fish Market	San Pedro, CA	Site Characterization and Remediation: Preparation of work plan, HASP for excavation and removal of approximately 500 linear feet of underground product (diesel) piping and contaminated soil. Installation of a petroleum impacted soil remediation system.
Modine Corporation	Whittier, CA	Site Characterization and Remediation: Site assessment of former radiator manufacturing facility including the excavation of heavy metal contaminated soil.

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PROJECT	LOCATION	DESCRIPTION OF SERVICE
Disneyland Hotel	Anaheim, CA	Site Characterization and Remediation: Diesel contaminated soil excavation and disposal, including extensive excavation sidewall shoring installation due to poor soil stability.
Claremont Colleges	Claremont, CA	Site Characterization and Remediation: Site assessment, excavation, transportation and recycling of >10,000 tons of petroleum impacted soil.
Advanced Fuel Filtration Systems, Inc.	Corona, CA	Asbestos Abatement: Removal and replacement of >15,000 square feet of floor and ceiling asbestos related material.
Fleming Metal Fabricators	Los Angeles, CA	Site Characterization and Remediation: Deep drilling excavation of heavy metal contaminated soil and slurry backfill.
BFM Energy	Santa Ana, CA	Site Characterization and Remediation: RCRA abatement, decontamination, de-commission, excavation and backfill/engineered bio-treatment.
Container Corp. of America	Los Angeles, CA	Site Characterization and Remediation: Preparation of Work Plan and HASP prior to performing deep drilling excavation of > 10,000 tons of petroleum impacted soil to include slurry backfill.
PAMCO Manufacturing	Rancho Dominguez, CA	Site Characterization, UST and Clarifier Removal: Removal of 500 gallon UST and underground clarifier. Excavation of > 2,500 tons of petroleum impacted soil.
U.S. Postal Service	Various locations, Southern CA	UST Removal and Installation: Removal of 12 UST's and installation of 8 UST's
Edwards Air Force Base	Edwards AFB, CA	UST Removal and UST/AST Installations: Removal of >200 UST's including the subsequent site investigations to determine the level of contamination. Installation of various USTs and ASTs.
Whitney Machinery	Grand Terrace, CA	UST Removal and AST Installation: Removal of two UST's and installation of one UST
KENKO, Inc.	Chandler, CA	Confined Space Oversight: Provided oversight of confined space procedures for pipeline contractor through a municipal landfill company. Approximately 1/2 mile of pipeline installed.

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PROJECT	LOCATION	DESCRIPTION OF SERVICE
Kiewit Washington	Pasadena, CA	UST Removal: Removal and closure of (2) 550 gallon UST's to include soil sampling and closure report.
PCA Aerospace, Inc.	El Segundo, CA	Site Characterization and Remediation: Site Assessment, excavation, transportation, and recycling of 98 tons of petroleum impacted soil.
City of Visalia	Visalia, CA	Lead Abatement: Preparation of work plan, HASP for lead abatement of >12,000 linear feet of large diameter sewer lines.
Advanced Fuel Filtration Systems, Inc.	Bridgeport, CA	Emergency Response: Responded to a > 2000 gallon crude oil spill into a waterway via a tanker truck and trailer; Due to freezing weather conditions, material developed into a semi-solid state; Material was cleaned from the surface and water column; Initial clean-up consisted of 60 people and various pieces of equipment and supplies; HCI was lead project manager while acting as Responsible Party for Client
M Stephens Manufacturing	Cudahy, CA	Asbestos Abatement: Removal and replacement of >12,000 square feet of asbestos related floor tiles.
CIM Group, Inc.	San Diego, CA	UST Removal: Removal of (1) 1500 gallon steel UST containing fuel oil and excavation, transportation, and recycling of 105 tons of petroleum impacted soil.
Farmers Insurance Group	Locations throughout Southern California	Asbestos Abatement: Testing and subsequent remediation of asbestos contaminated flooring, tile mastic, and miscellaneous materials.
URS Corporation of America	Goleta, CA	Vapor Extraction System Installation: Install and test a ground water and vapor extraction system for a former dry cleaner. Work performed in multi-phases to include soil sampling, excavation and disposal.
Griffith Company	Los Angeles, Ca	Lead Abatement: Removal, encapsulation, and disposal of lead based paint contaminated steel doors.

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PROJECT	LOCATION	DESCRIPTION OF SERVICE
County of San Diego	San Diego, Ca	Lead Abatement: Removal and disposal of lead based paint on a historically significant residence. Restored residence to original condition. Repair and replace rotting wood facia.
Pacific Coast Transport Refrigeration	Fontana, Ca	Emergency Response: Respond to a 1,000 gallon diesel spill. Contain, test, remediate contaminated soil, backfill cavity, and replace asphalt and concrete from property. Work in conjunction with county and local authorities.
Bear Valley Unified School District	Big Bear, CA	Hazardous Waste Removal: Classify, Package, Transport, and Dispose of large quantities of unused and expired chemicals to prepare USD for inspection by local authorities.
Hood Communications, Inc.	Norco, Ca	Reporting: Prepare and Submit Spill Prevention, Control, and Countermeasure plan in compliance with EPA regulations.

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 800.988.4424



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



788216

CORP

HUNTER CONSULTING INC DBA
HCI ENVIRONMENTAL &
ENGINEERING SERVICE

C21 A HAZ ASB

12/31/2016

www.cslb.ca.gov



STATE OF CALIFORNIA
Contractors State License Board

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


**HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE**

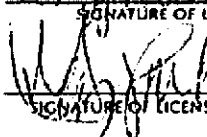
to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
ASB - ASBESTOS
HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,
December 6, 2002

Issued December 4, 2000



SIGNATURE OF LICENSEE


SIGNATURE OF LICENSE QUALIFIER



Stephen P. Sands
Registrar of Contractors

788216

License Number

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA
Contractors State License Board

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

**HUNTER CONSULTING INC dba HCI
ENVIRONMENTAL & ENGINEERING SERVICE**


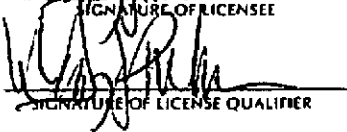
to engage in the business or act in the capacity of a contractor
in the following classification(s):

C21 - BUILDING MOVING; DEMOLITION

Witness my hand and seal this day,

December 6, 2002

Issued December 4, 2000


SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER


Stephen P. Sands
Registrar of Contractors

788216

License Number

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier: GREGORY JON PARKER

License No: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS my hand and official seal this
4 day of DECEMBER 2000

[Signature]
Registrar of Contractors

13L-38 (12/97)

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

A-8157



Building Quality



ASBESTOS CERTIFICATION

Pursuant to the provisions of Section 7058.5 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the asbestos certification examination:



Qualifier: GREGORY JON PARKER

License No: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

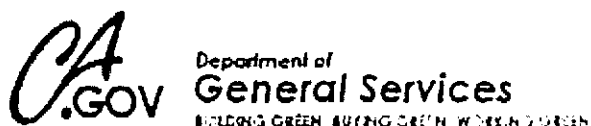
WITNESS my hand and official seal this
4 day of DECEMBER 2000

[Signature]
Registrar of Contractors

13L-35 (12/97)

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

A-09166



Welcome | [Logout](#)
 Need assistance?
Contact us
 or call 800-990-9339

HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE - #22207

Supplier Profile

Legal Business Name	HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE		
Doing Business As	HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE		
Address	114 BUSINESS CENTER DR CORONA, CA 92880	Phone	(951) 280-0298
		FAX	(951) 280-0118
Email	cshoup@hcienv.com		
Web Page	http://www.hcienv.com		
Business Types	Construction Service		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	telephone communications except radiotelephone refuse systems computer integrated design engineering services general engineering asbestos removal certification hazardous substance removal certification home improvement certification waste transportation		
Construction License Types	A - General Engineering ASB - Asbestos Removal Certification C-21 - Building moving, wrecking HAZ - Hazardous Substance Removal Certification HIC - Home Improvement Certification		
Classifications	721415 - Land preparation services 761016 - Hazardous material decontamination 761215 - Refuse collection and disposal 761223 - Recycling services 811617 - Telecommunication Services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Feb 26, 2014	Feb 28, 2016

Certification History

TYPE	STATUS	FROM	TO
------	--------	------	----


SB	Expired	Feb 27, 2013	Feb 28, 2014
SB (Micro)	Expired	Feb 25, 2011	Feb 28, 2013
SB	Expired	Nov 19, 2009	Feb 28, 2011
SB (Micro)	Expired	Oct 16, 2008	Nov 30, 2009
SB	Expired	Oct 20, 2005	Sep 30, 2008
SB	Expired	Mar 11, 2002	Oct 31, 2005
SB	Expired	Jan 30, 2001	Dec 31, 2001

DEPARTMENT OF MOTOR VEHICLES
 Registration Operations Divis.on MS G875
 P O BOX 932370 Sacramento, CA 94232-3700
 (916) 657-8153



08/16/2012

HUNTER CONSULTING INC
 114 BUSINESS CENTER DR
 CORONA, CA 92880

 A Public Service Agency		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier	
		Valid From: 09/01/2012	Valid Through: Non-Expiring
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700 HUNTER CONSULTING INC 114 BUSINESS CENTER DR CORONA, CA 92880		CA#: 0333071	
		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <p style="text-align: center;">For Hire Corporation</p>	
Pmt Date: N/A	Office #: 154	Not Valid for Intrastate Only Operations	
Account #: 462771	Tech ID: 89		
Sequence #: #NNN	AmI Paid: No Fee		

!!!IMPORTANT REMINDERS!!!

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

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



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

CONTROL NUMBER 211489	LICENSE NUMBER 137055	ISSUE DATE 7/2/2014	EFFECTIVE DATE	EXPIRATION DATE 8/31/2015
CHP CARRIER NUMBER CA 333071	LOCATION	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 841-3400.

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

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE

LICENSEE NAME AND MAILING ADDRESS

HUNTER CONSULTING, INC.
HCI ENVIRONMENTAL & ENGINEERING SERVICE
114 BUSINESS CENTER DRIVE
CORONA CA 92890

ATTENTION:

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

- (HMXX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (NMPH) Poison Inhalation Hazard materials in bulk packaging subject to Division 14.3, CVC.
- (HRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$ 2,000.00. (CVC Section 23112.3)

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



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2014-2016**

Registrant: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL &
ENGINEERING SERVICE
Attn: TRESSA STIVERS
114 BUSINESS CENTER DRIVE
CORONA, CA 92880

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

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

Reg. No: 061714 600 012WX **Issued:** 06/17/2014 **Expires:** 06/30/2016

HM Company ID: 091005

Record Keeping Requirements for the Registration Program

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

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

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

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

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



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control



Edmund G. Brown Jr.
Governor

Miriam Barcelona Ingento
Acting Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

*****HAZARDOUS WASTE TRANSPORTER REGISTRATION**
WITH CONSOLIDATED TRANSPORTER NOTIFICATION**

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

HCI ENVIRONMENTAL & ENGINEERING SERVICE
114 BUSINESS CENTER DR
CORONA CA 92880

TRANSPORTER REGISTRATION NO: 5484

EXPIRATION DATE: OCTOBER 31, 2015

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

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

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



(AUTHORIZED SIGNATURE)

OCTOBER 28, 2014
(DATE)

United States Environmental Protection Agency
Region 9
75 Hawthorne Street, (WST-6)
San Francisco, CA 94105

May 20, 2008

GREGORY PARKER
HUNTER CONSULTING INC DBA HCI ENV AND EN
114 BUSINESS CENTER DR
CORONA, CA 92880

The US Environmental Protection Agency (EPA) has updated the information for your RCRA Subtitle C Site under the EPA Identification (ID) Number already assigned to your location (see below). EPA has updated this ID number in response to the RCRA Subtitle C Site Identification Form (8700-12) received from your RCRA Subtitle C Site on May 12, 2008.

By submitting the Form 8700-12, your RCRA Subtitle C Site has notified the EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

RCRA ID number: CAR000176826
is assigned to: HUNTER CONSULTING INC DBA HCI ENV AND EN
114 BUSINESS CENTER DR
CORONA, CA 92880

EPA has listed your status as:

Not a Generator
Transporter
Used Oil Transporter

For assistance regarding RCRA regulations, access the following websites:
<http://www.epa.gov/osw/> or <http://epa.gov/rcraonline/>
or if you need a current version of the Subtitle C Identification Form (8700-12), access
<http://www.epa.gov/epaoswer/hazwaste/data/form8700/forms.htm>

For assistance with any other RCRA Notification questions please call the Notification Information Line listed below.

U.S. EPA Region 9
RCRA Notifications
75 Hawthorne Street
(WST-6/Tetra Tech)
San Francisco, CA 94105

Notification Line (415) 495-8895


This Certifies That
HCI Environmental & Engineering Service
Has Developed and Maintains, With The Assistance Of Green in 7, Inc.,
A Green Business Program.



The Green Business Program Has Been Developed In An Effort to Reduce The Company's Environmental Impact. Every Effort Has Been Made To Address All Categories Within The Greenin7.com Standards. At a Minimum, An Annual Review Will Be Performed To Act As Confirmation That The Green Business Plan Is Being Adhered To, Proper Records Are Being Recorded and Those Records Are Analyzed Regularly In Order To Meet The Company's Green Initiative's.

Valid until Wednesday, August 12, 2015

By Signing Below,
I Certify That The Above Mentioned Is True and Correct


Signature _____ Title _____
HCI Environmental & Engineering Service 08/12/15
Company Name Date

Certification #606

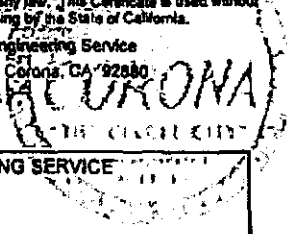


Gregory J. Parker, President, Green In 7, Inc.,
www.greenin7.com

BUSINESS LICENSE TAX CERTIFICATE

The Business License Tax Certificate does not permit business otherwise prohibited. The issuance of a Business License Tax Certificate, required by the provisions of Chapter 5 of the Corona Municipal Code, shall not entitle the holder thereof to carry on any business in any building or on any premises designated on this Business License Tax Certificate, in the event such building or premises is located in a zone in which the conduct of such business is in violation of any law. This Certificate is used without verification that the licensee is subject to or exempt from licensing by the State of California.

BUSINESS NAME: H C I Environmental & Engineering Service
BUSINESS LOCATION: 114 Business Center Dr Corona, CA 92880
BUSINESS OWNER: 1. Hunter Consulting Inc.
2. Gregory J Parker



H C I ENVIRONMENTAL & ENGINEERING SERVICE
114 BUSINESS CENTER DR
CORONA, CA 92880

MUST BE POSTED FOR PUBLIC VIEWING

CITY OF CORONA

400 South Vicentia Avenue
Corona, CA 92882-2187
(951) 736-2275

BUSINESS TYPE DESCRIPTION:
Environmental Management

License Number: 615471
Expiration Date: August 31, 2015
Start Date: September 1, 2001

NOT TRANSFERABLE

Southern Nevada Office
2310 Corporate Circle Suite 200
Henderson, Nevada 89074
(702) 488-1100

Northern Nevada Office
5670 Gateway Drive Suite 100
Reno, Nevada 89521
(775) 688 1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

HCI ENVIRONMENTAL & ENGINEERING SERVICE

Licensed since October 18, 2010

License No. **0075367**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

GREGORY JON PARKER, President/Qualif

CHARLES ROBERT GUY, Secretary/Treas

A-GENERAL ENGINEERING

LIMIT: \$800,000

EXPIRES: 10/31/2016


Chairman, Nevada State Contractors Board



State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

HUNTER CONSULTING, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS
HCI ENVIRONMENTAL & ENGINEERING SERVICE

FILE NUMBER: C2201286
REGISTRATION DATE: 10/31/2000
TYPE: FOREIGN CORPORATION
JURISDICTION: NEVADA
STATUS: ACTIVE (GOOD STANDING)

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

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

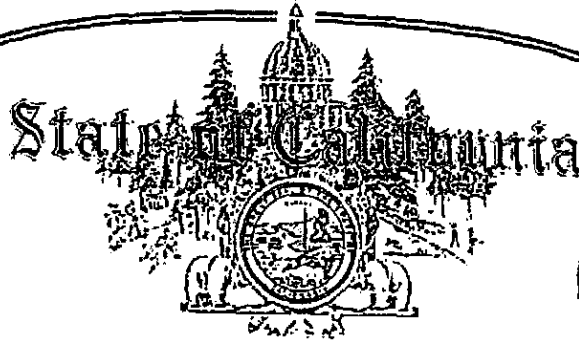
No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of April 16, 2015.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

Bill Jones
Secretary of State

State of California



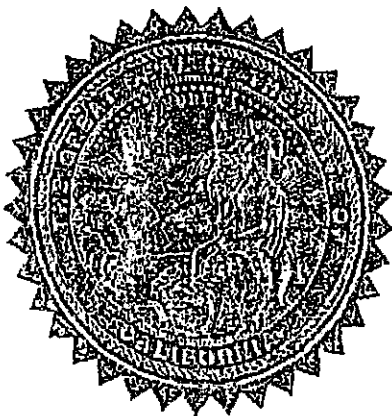
SECRETARY OF STATE CERTIFICATE OF QUALIFICATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 31ST day of **OCTOBER**, 2000, **HUNTER CONSULTING, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS HCI ENVIRONMENTAL & ENGINEERING SERVICE**, a corporation organized and existing under the laws of **NEVADA**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is fully qualified and authorized to transact intrastate business in the State of California, subject however, to:

- (a) any licensing requirements otherwise imposed by the laws of this State, and
- (b) that subject corporation shall transact all intrastate business within this State under the above fictitious name elected by it.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 1, 2000.



Bill Jones
BILL JONES
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME:	
	PHONE (A/C No. Ext.): 677-245-7378	FAX (A/C No.): 688-167-2178
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Hunter Consulting, Inc., DBA: HCT Environmental Services, Inc. 114 Business Center Drive Corona, CA 92880	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Company	37485
	INSURER C: Indian Harbor Insurance Company	31940
	INSURER D: One Beacon America Insurance Company	20621
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 4739393 REVISION NUMBER:

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

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. RECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		0EC003621503	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> INC-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ARC003621803	11/30/2014	11/30/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		0EC003622103	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N Y N/A	WX003622303	11/30/2014	11/30/2015	<input checked="" type="checkbox"/> PER STATUTE <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
D	Licensed/Rented Equipment		710-03-05-21-0004	01/01/2015	01/01/2016	Per Item / \$100,000 Occurrence \$100,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Terrorism included on all lines of coverage.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD
SA 1018208971

BATCH: Batch #: 105777

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Hunter Consulting, Inc., DBA: BCI Environmental Services, Inc 114 Business Center Drive Corona, CA 92880	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company
POLICY NUMBER: PEC603522203 EFF DATE: 11/30/2014 EXP DATE: 11/30/2015 MAIC#: 35940

TYPE OF INSURANCE: Pollution Liab LIMITS: Per Occ/Agg \$5,000,000



Certificate of Completion

This certificate confirms that

Donald Olsen

has completed the
NUCA Excavation Safety &
Competent Person Training Program
and received 0.8 CEU's (8 Credit Hours)

on **November 14, 2013**

Instructor 

Issued by

The National Utility Contractors Association

This is to certify that

D. C. Olsen

NAME

has successfully completed

**Hazard Communication
General Awareness Training**



AUTHORIZED BY _____ DATE November 26th 2013

© Copyright J. J. KELLER & ASSOCIATES, INC.

Certificate of Completion

This certifies that

D.C. Olsen

Has Successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance W/Federal OSHA Regulation 29 CFR 1910.120(e), (p) & (q)

And all State OSHA and EPA Regulations As Well

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs

Julius P. Griggs
Instructor #892

13102853348

Certificate Number

10/28/2013

Issue Date



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 309-SAFE (7233) or 805 306-8027 866-869-7097 (fax)
www.safetyunlimited.com

Proof of initial certification and subsequent refresher training is NOT required to take refresher training
Want to be sure this certificate is valid? Visit safetyunlimited.com/verification



Certificate of Completion



Annual HAZMAT-DOT Waste Manifest Training

This certifies that

DC Olsen

HAS PARTICIPATED IN AND PASSED AN EXAMINATION WHICH QUALIFIES HIM/HER FOR COMPLETION IN ANNUAL HAZMAT-DOT WASTE MANIFEST TRAINING PER HM-181, 126F AND SEGMENTS HM-215A, 215B

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above has been completed.

November 8th, 2013

Completion Date

November 8th, 2013

Date

HCI Environmental & Engineering Service

www.HCIENV.com

This is to certify that

Gabriel Carrera

NAME

has successfully completed

**Hazard Communication
General Awareness Training**

AUTHORIZED BY



DATE

November 26th 2013

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Certificate of Completion



Annual HAZMAT-DOT Waste Manifest Training

This certifies that

Gabriel Carrera Flores

HAS PARTICIPATED IN AND PASSED AN EXAMINATION WHICH QUALIFIES HIM/HER FOR COMPLETION IN ANNUAL HAZMAT-DOT WASTE MANIFEST TRAINING PER HM-181, 126F AND SEGMENTS HM-215A, 215B

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above has been completed.

November 8th, 2013

Completion Date

November 8th, 2013

Date

HCI Environmental & Engineering Service

www.HCIENV.com

Certificate of Completion

This certifies that

Gabriel Carrera Flores

Has Successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance W/Federal OSHA Regulation 29 CFR 1910.120(e), (p) & (q)

And all State OSHA and EPA Regulations As Well

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs

Julius P. Griggs
Instructor #892

131028511610

Certificate Number

10/28/2013

Issue Date



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 309-SAFE (7233) or 805 306-8027 866-869-7097 (fax)
www.safetynlimited.com

Proof of initial certification and subsequent refresher training is NOT required to take refresher training
Want to be sure this certificate is valid? Visit safetynlimited.com/verification

This is to certify that

Geovanny Ornelas

NAME

has successfully completed

**Hazard Communication
General Awareness Training**

AUTHORIZED BY



DATE

November 26th 2013

© Copyright J. J. KELLER & ASSOCIATES, INC.



Certificate of Completion



Annual HAZMAT-DOT Waste Manifest Training

This certifies that

Geovanny Ornelas

HAS PARTICIPATED IN AND PASSED AN EXAMINATION WHICH QUALIFIES HIM/HER FOR COMPLETION IN ANNUAL HAZMAT-DOT WASTE MANIFEST TRAINING PER HM-181, 126F AND SEGMENTS HM-215A, 215B

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above has been completed.

November 8th, 2013

Completion Date

November 8th, 2013

Date

HCI Environmental & Engineering Service

www.HCIENV.com

Certificate of Completion

This certifies that

Geovanny Ornelas

Has Successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance W/Federal OSHA Regulation 29 CFR 1910.120(e), (p) & (q)

And all State OSHA and EPA Regulations As Well

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs

Julius P. Griggs
Instructor #892

131027560316

Certificate Number

10/27/2013

Issue Date



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 309-SAFE (7233) or 805 306-8027 866-869-7087 (fax)
www.safetyunlimited.com

Proof of initial certification and subsequent refresher training is NOT required to take refresher training
Want to be sure this certificate is valid? Visit safetyunlimited.com/verification



Certificate of Completion



This certifies that
Geovanny Ornelas

Has Completed The Annual Heat Stress Prevention Training
In Accordance With CAL/OSHA CCR, Title 8, Section 3395

Online Web Seminar

Instructor: William E. Blake, EHS
International, Inc.

June 18th, 2013

Completion Date

Employer
Employer confirms that the required training as indicated above
has been completed.

June 18th, 2013

Date

HCI Environmental & Engineering Service
www.HCIENV.com

This is to certify that

Jeff Jones

NAME

has successfully completed

**Hazard Communication
General Awareness Training**

AUTHORIZED BY



DATE

November 26th 2013

© Copyright J. J. KELLER & ASSOCIATES, INC.



Certificate of Completion



Annual HAZMAT-DOT Waste Manifest Training

This certifies that

Jeff Jones

HAS PARTICIPATED IN AND PASSED AN EXAMINATION WHICH QUALIFIES HIM/HER FOR COMPLETION IN
ANNUAL HAZMAT-DOT WASTE MANIFEST TRAINING
PER HM-181, 126F AND SEGMENTS HM-215A, 215B

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above
has been completed.

November 8th, 2013

Completion Date

November 8th, 2013

Date

HCI Environmental & Engineering Service
www.HCIENV.com

Certificate of Completion

This certifies that

Jeff Jones

Has Successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance W/Federal OSHA Regulation 29 CFR 1910.120(e), (p) & (q)

And all State OSHA and EPA Regulations As Well

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs

Julius P. Griggs
Instructor #892

140227555631

Certificate Number

2/27/2014

Issue Date



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 309-SAFE (7233) or 805 308-8027 866-869-7097 (fax)
www.safetyunlimited.com

Proof of initial certification and subsequent refresher training is NOT required to take refresher training
Want to be sure this certificate is valid? Visit safetyunlimited.com/verification

Certificate of Completion

This certifies that

Jeff Jones

Has Successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

Julius P. Griggs

Julius P. Griggs
Instructor #892

120215155631

Certificate Number

2/15/2012

Issue Date



UNLIMITED, Inc.

OSHA Compliant Safety Training Since 1993

690A East Los Angeles Ave Suite 180 Simi Valley, CA 93065
888-309-7233 • 805-306-6027 • 866-889-7097 (F)
www.safetyunlimited.com

Want to be sure this certificate is valid? Visit safetyunlimited.com/verification



Certificate of Completion



HEAVY EQUIPMENT SAFETY / HOISTING / RIGGING

This Certifies That

Jeff Jones

HAS COMPLETED THE REQUIRED COURSE WORK FOR
HEAVY EQUIPMENT SAFETY / HOISTING / RIGGING
IN ACCORDANCE WITH OSHA REQUIREMENTS

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above
has been completed.

January 30th, 2013

Completion Date

January 30th, 2013

Date

HCI Environmental & Engineering Service
www.HCIENV.com



Certificate of Completion



RESPIRATOR FIT TESTING

This Certifies That

JEFFREY JONES

TO CERTIFY THAT HE/SHE HAS COMPLETED TO SATISFACTION
RESPIRATOR FIT TESTING
IN ACCORDANCE WITH OSHA REQUIREMENTS

Instructor: Mando Diaz

Employer
Employer confirms that the required training as indicated above
has been completed.

MAY 3, 2013

Completion Date

MAY 3, 2013

Date

HCI Environmental & Engineering Service
www.HCIENV.com



Certificate of Completion



This certifies that
Jeff Jones

Has Completed The Annual Heat Stress Prevention Training
In Accordance With CAL/OSHA CCR, Title 8, Section 3395

Online Web Seminar

Instructor: William E. Blake, EHS
International, Inc.

June 18th, 2013

Completion Date

Employer
Employer confirms that the required training as indicated above
has been completed.

June 18th, 2013

Date

HCI Environmental & Engineering Service
www.HCIENV.com

Certificate of Completion

This certifies that

Dylan Hall

Has Successfully completed

OSHA 40 Hour HAZWOPER Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs

Julius P. Griggs
Instructor #892

1403021101146

Certificate Number

3/2/2014

Issue Date



UNLIMITED, Inc.

OSHA Compliant Safety Training Since 1983

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 308-SAFE (7233) or 805 308-8027 866-869-7097 (fax)
www.safetyunlimited.com

Annual Refresher Training Required

Want to be sure this certificate is valid? Visit safetyunlimited.com/verification



certifies that

JOEY BROWN

has successfully completed ClickSafety's web-based training course:

G2 Cal/OSHA Heat Illness Prevention

This course was developed and presented by ClickSafety.com, Inc.



I confirm that I personally took the course listed above.

11742773
SERIAL NUMBER

7/25/2014
COMPLETION DATE

30 MINUTES
COURSE DURATION


STUDENT SIGNATURE

EXHIBIT "D"

SCHEDULE OF COMPENSATION

Type

<u>Waste Oil</u>	Unit Price/ per Gal	Annual Quantity Estimated Gallons	Estimated Annual Cost
Motor oil waste and lubricating oil from Cogen	\$0.10	3350	\$335.00
Waste Anti-Freeze Coolant			
Liquid	\$0.01	1200	\$12.00
Oil Waste/Filters			
Filter	\$25.00	18	\$450.00
Absorbent Material/Oily Rags	\$155.00	12	\$1,860.00
Miscellaneous			
Batteries (mix) (55 gallon drum)	\$495.00	5	\$2,475.00
U Shaped Light (55 gallon drum)	\$145.00	6	\$870.00
4' Fluorescent Lights (boxed)	\$24.00	5	\$120.00
8' Fluorescent Lights (boxed)	\$48.00	1	\$48.00
HID Lights (55 gallon drum)	\$175.00	2	\$350.00
Aerosol Paint (55 gallon drum)	\$275.00	1	\$275.00
Latex Paint (55 gallon drum)	\$175.00	10	\$1,750.00
Water Based (55 gallon drum)	\$175.00	10	\$1,750.00
Misc. Solvents (55 gallon drum)	\$225.00	1	\$225.00

Total Estimated Annual Compensation \$ 10,520.00

Estimated Annual Rate \$10,520.00 x 3 years= Total Est. for 3 years \$ 31,560.00
(Basis of Award)

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

Term Of Contract: The term of this Contract will be for (3) three years from date of award, with two (2) one (1) year renewal options upon mutual consent of the Contract Administrator and the Contractor.

- A. Option to Renew: At the sole discretion of the City, the Contract may be renewed for two additional years or any portion thereof. If the City exercises its option to extend, the unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.
- B. Contract Services Agreement: The successful bidder will be required to sign a Contract Services Agreement in a form acceptable to the City. A sample of such an Agreement is attached as an Exhibit "A" herein.
- C. Schedule of Work - The Contractor shall furnish to the City Representative a detailed work schedule showing how the Contractor will accomplish the Contract requirements. This work schedule shall indicate the number of personnel, tasks to be performed by each person and the amount of time necessary to accomplish the work. The schedule shall be kept throughout the duration of the Contract, and shall be modified and re-submitted to the City Representative as required. Any work to be performed not conforming to this schedule shall be approved by the City Representative prior to such occurrence.
- E. Adjustment of Services - The City reserves the right to reduce or increase, or otherwise adjust the scope of services.