

APPENDIX D – REFUSE AND HAZARDOUS WASTE HANDLING

I. BLOOD-BORNE PATHOGENS AND BIO HAZARDOUS MATERIAL

- a. The Contractor's staff shall be aware of the potential for exposure to blood borne pathogens through hypodermic needles, blood, and feces, and shall wear personal protective equipment. The Contractor shall treat hypodermic needles, large quantities of feces, and any rags, paper towels, or other materials containing blood as bio-hazardous material. Only individuals trained in the removal and disposal of such material shall do so. The Contractor shall immediately notify the appropriate authority upon the discovery of such occurrences. The Contractor shall secure the affected site until such time that the appropriate authority can respond.

II. HOMELESS AND POSSESSIONS OF THE HOMELESS

- a. The City has established policies and procedures for addressing issues pertaining to the homeless and their possessions. The Contractor shall not undertake any maintenance task, or other action, which may impact the homeless or their possessions without first consulting the City. The Contractor shall immediately notify the City of any such situation.

III. REFUSE DISPOSAL

- a. The City shall be responsible for, and pay the costs of, the disposal of all trash, litter, and debris collected by the Contractor in the performance of the tasks within. The Contractor shall deposit trash at specified locations and containers designated at each building.

IV. HAZARDOUS MATERIALS

- a. Use of any chemicals or hazardous materials by the Contractor in performing services shall be subject to approval of the City, and shall be used in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject.
- b. The Contractor shall not dispose of hazardous material on any City site. All hazardous materials shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at a properly licensed disposal site.
- c. The Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents for all claims, demands, damage, causes of action, loss, liability, cost or expense relating to the Contractor's failure to comply with this Section.

V. ENVIRONMENTAL REQUIREMENTS

- a. The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Contract and shall defend, indemnify and hold harmless the City, its officials, employees and agents from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.
- b. **Stormwater Management and National Pollutant Discharge Elimination Program (NPDES) Regulations:** Contractor shall conduct all aspects of the Work in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related Best Management Practices (BMPs) that the City and its contractors must adhere to. These procedures contain pollution prevention and source control techniques to minimize the impact of activities upon dry-weather urban runoff, storm water runoff, and water quality.
- c. Order No. 99-060 is available on the City's website and related BMPs are on file in the office of the City's Director of Public Works, which is located at 333 West Ocean Blvd. in the City of Long Beach. The Contractor hereby acknowledges that it has read, reviewed and understands the Order and the BMPs as they relate to the Work and hereby agrees to perform the Work in conformance therewith. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

VI. CHEMICALS

- a. The Contractor shall furnish all chemicals necessary to perform the Services in accordance with this Contract. As a minimum, the Contractor shall furnish the Chemicals defined in the "List of Chemicals" of the Contract Specifications.
- b. The Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use of any chemical on any surface or material regardless of whether the chemical is included on the List of Chemicals and regardless of whether the Contract Administrator has given permission to use said chemical.

- c. The Mark Twain Branch Library is a LEED certified Building, Silver Level. All chemicals used by the Contractor in this building must conform to the requirements of the U.S. Green Building Council. In other buildings, the Contractor will use brands and types of chemicals that are certified as meeting the GreenSeal Environmental Standard for Cleaning Service by the GreenSeal Organization whenever there are chemical brands and types that perform acceptably to the City.
- d. **Chemical Brands:** The Contractor shall use only those brands and types of chemicals specified on the "List of Chemical Manufacturers" unless it has obtained written permission to change in accordance with the following procedure:
- i. The Contract Manager shall submit a written request to the Contract Administrator defining the product use, brand name, manufacturer's complete name, address and telephone number.
 - ii. The Contract Manager shall attach to the written request a product brochure, Safety Data Sheet (SDS) as required by OSHA, and chemical specifications. The Contract Manager shall provide an original, labeled container of the chemical to the Contract Administrator.
 - iii. The Contract Administrator shall have the right to require the Contract Manager to submit the proposed chemical to an independent testing laboratory selected by the Contract Administrator for evaluation and comparison to the chemicals defined on the "List of Chemicals." The Contract Administrator shall provide the parameters and methods of such evaluation and testing.
 - iv. If the proposed chemical performs as well or better than the chemical included on the "List of Chemicals" as determined by an independent testing laboratory and on-site evaluation as determined by the Contract Administrator, and causes no interference with the operational activities of the City, or damage to the building, and is in the best interest of the City as determined by the Contract Administrator, then the Contract Administrator shall provide the Contract Manager with written permission to use the proposed chemical in the performance of the Services. Such permission does not relieve the Contractor of any liability or responsibility.
 - v. The Contractor shall pay for all costs associated with testing and evaluating the proposed chemical and with changing from the approved chemical to the proposed chemical if the chemical was proposed by the Contractor.
- e. **List of Chemical Manufacturers:** The Contractor shall select a single chemical manufacturer's brand for all chemicals from the following list of manufacturers:

Brulin
Buckeye

Huntington Laboratories
Johnson Wax Professional

EcoLab
Franklin
Hillyard, Inc

Spartan Chemical Company
The Butcher Company
3M Company

- f. **Safety Data Sheets (SDSs):** The Contract Manager shall provide the Contract Administrator with a copy of a Safety Data Sheet (SDS), formerly known as Material Safety Data Sheets or (MSDSs), as required by the Occupational Safety and Health Administration for each type and brand of chemical used in the performance of the Services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of the Services. One SDS book shall be placed in each custodial closet. These books shall be updated at least annually or when new chemicals are used. A revised book must be provided to the Contract Administrator.
- g. **Containers:** The Contractor shall purchase and issue all chemicals in their original containers.
- h. **Labeling:** All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container. The Contractor shall provide a SDS to the Contract Administrator for any and all such materials.
 - i. Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agencies, or this Contract. The marking or labeling of material containing hazardous or toxic material, substances, or wastes shall be in accordance with all federal, state and local laws, ordinances, rules and regulations.
 - ii. All chemical containers shall bear their original manufacturer's label that includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers. The Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers.
- i. **Prohibited Chemicals:** No ammonia, laundry bleach, powdered cleanser or any other type of chemical not included on the "List of Chemicals" shall be used in the performance of the Services without the written permission of the Contract Administrator.
- j. **Manufacturer's Instructions:** The Contractor shall follow the instructions of the chemical manufacturers in every instance.

- k. **Slip Resistance:** The Contractor shall verify that all floor finishes, seals, restorers, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. The Contractor shall immediately report any observed instances of slippery or slick floors to the Contract Administrator.
- l. **Germicidal Properties:** The Contractor shall use a germicidal detergent that displays an Environmental Protection Agency Registration Number.
- m. **Container Sizes and Types:** The Contractor shall provide the following chemicals in the type and size containers listed below:

Toilet Bowl and Urinal Descaler	1 qt. Squeeze bottle, with flip-cap
Carpet shampoo	6 gallon or smaller, concentrate
Carpet stain remover	1 gallon or smaller
Creame cleanser	1 qt. Squeeze bottle, with flip-cap
Concrete seal	6 gallon or smaller
Degreaser	1 gallon, concentrate
Detergent	1 gallon, concentrate or smaller
Floor finish	6 gallon or smaller
Floor finish restorer	1 gallon
Floor finish remover	6 gallon or smaller, concentrate
Floor seal	6 gallon or smaller
Germicidal detergent	1 gallon, concentrate or smaller
Glass cleaner	1 gallon or smaller
Gum remover	Aerosol
Stainless steel cleaner and polish	1 gallon container or smaller
Foaming Restroom Cleaner	1 gallon of smaller

- n. **Measurement and Dilution:** The Contractor shall provide adequate instructions, training, and measurement and dilution devices to measure and dilute chemicals in accordance with the manufacturer's directions. The Contractor shall provide chemical dispensing stations in each custodial closet or area where a water connection is

available and chemicals are stored for use. As a minimum, the dispensing stations shall dispense germicide, detergent, and glass cleaner into spray bottles and mop buckets. As a minimum, there shall be at least one dispensing station in each building for each of the work assignments in that building. The Contractor shall provide portable units for dispensing of rest room mopping chemicals for assignments with rest rooms on floors where there is no dispensing station in the custodial work station.