

AMENDMENT 3 TO CONTRACT NO. 003192
FOR PROVISION OF RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICES FOR THE AREA OF
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (GDD)

THIS AMENDMENT 3, made and entered into this 27th day of June, 2023, by and between the COUNTY OF LOS ANGELES, political subdivision of the State of California (hereinafter referred to as COUNTY) and UNIVERSAL WASTE SYSTEMS, INC., a California corporation, located at 9016 Norwalk Blvd., Santa Fe Springs, California, 90670 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

WHEREAS, on April 2, 2013, the Board of Supervisors (Board) awarded Contract No. 003192 (CONTRACT) to CONTRACTOR, to provide refuse, green waste, and recyclables collection services to residential and commercial properties in the unincorporated area of Mesa Heights GDD for a period of seven years with three 1-year renewal options to be exercised in the sole discretion of the County, commencing on July 1, 2013, for an aggregate potential term of 10 years; and

WHEREAS, the Board delegated authority to the Director of Public Works or his designee to renew the contract for each additional renewal; to approve and execute amendments to the CONTRACT to incorporate necessary changes within the scope of work; to adjust the contract amount by up to 10 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract; and

WHEREAS, this CONTRACT is currently in the third and final year of its three 1-year renewal options; and

WHEREAS, on May 19, 2020, the Board delegated authority to the Director of Public Works or his designee to execute amendments to the CONTRACT to address various market and legislative changes affecting the solid waste collection industry, including but not limited to increasing the Monthly Rate per Customer for Task 1 Customer Services and Task 2 County Services by up to 30 percent; and

WHEREAS, on December 29, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 1 to this CONTRACT, providing a new monthly rate per refuse unit of \$19.13 for Task 1 services effective January 1, 2021, amending the Scope of Work to add Sub Item g. Flow Control that provides the Director authority to direct CONTRACTOR to take Solid Waste to a specific site or facility;

WHEREAS, on May 3, 2023, COUNTY and the CONTRACTOR executed Amendment No. 2 to this CONTRACT, to extend the contract on a month-to-month basis for up to six months, commencing on July 1, 2023, in order for the COUNTY to complete the solicitation process for a new contract for this service; and

WHEREAS, COUNTY desires to include provisions in the contract that will require CONTRACTOR to conduct events such as shredding events; and

NOW, THEREFORE, in consideration of these facts, the COUNTY and the CONTRACTOR agree that the CONTRACT shall be amended as follows:

FIRST: EXHIBIT A.1, Section 1 Scope of Work, TASK 1, item C, number 1. d. Standard of Performance, page A.2 and A.3, is deleted in its entirety and replaced with the following:

d. Grant of Exclusive Collection of Solid Waste

CONTRACTOR shall perform the Contract Services, subject to all the terms and conditions in this CONTRACT. This CONTRACT does grant the CONTRACTOR an exclusive right to provide Task 1 Customer Services within the Service Area once the COUNTY's Non-Exclusive Commercial Franchise system haulers are no longer providing service in the Service Area.

SECOND: Item f is added to EXHIBIT A1, Section 1 Scope of Work, TASK 1C, item 18, Waste Diversion Programs on page A.26 as follows:

f. Shredding Program

CONTRACTOR shall publicize and offer Occupants a document shredding service at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the Summer.

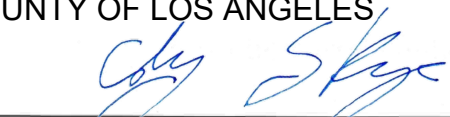
CONTRACTOR shall offer on-site shredding of unlimited quantities of paper documents from Residential Premises to be scheduled at same time as mulch/compost giveaway. CONTRACTOR is not required to accept documents from a business. CONTRACTOR shall allow Customer or Occupant to witness the shredding to provide additional assurance of preventing identity theft.

Pickup Event

CONTRACTOR shall select a location, preferably within the Service Area (typically in the parking lot of a park or school) or other feasible areas approved by Director and shall be responsible for planning and making all necessary arrangements. CONTRACTOR shall provide all the necessary staffing, Vehicles, Containers, and other equipment, and materials or supplies (such as shovels and extra bags). CONTRACTOR shall help participants who request help and shall post a Bilingual sign at the event offering assistance. Upon request of CONTRACTOR, Director may provide some assistance in securing COUNTY facilities.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
By 
for Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Talin Halabi*
Deputy

Talin Halabi

Type or Print Name

UNIVERSAL WASTE SYSTEMS, INC.

By 
Its President

mark S. Blackburn
Type or Print Name

By 
Its Secretary

Anne M. Blackburn
Type or Print Name

ACKNOWLEDGMENT

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 Orange

On June 22, 2023 before me, Annamarie Orcher, Notary Public
(insert name and title of the officer)

personally appeared Mark S. Blackburn and Annemarie Blackburn
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 _____

(Seal)

