



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

October 16, 2018

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

32 October 16, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD AN EXCLUSIVE FRANCHISE CONTRACT FOR RESIDENTIAL PROPERITES AND  
CERTAIN MULTIFAMILY AND COMMERCIAL PROPERTIES FOR THE UNINCORPORATED  
AREA OF SANTA CLARITA VALLEY  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to make environmental findings under the California Environmental Quality Act, award an exclusive franchise contract for residential properties and certain multifamily and commercial properties in the unincorporated area of Santa Clarita Valley to provide the collection of refuse, green waste, recyclables, and manure from carts; and the collection of solid waste discarded in public rights of way within this unincorporated area of Santa Clarita Valley, and emergency services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the award of the exclusive franchise contract for the unincorporated area of Santa Clarita Valley is within the scope of the previously adopted Negative Declaration as amended by the adopted Addendum for the Franchise Agreements for Residential Solid Waste Collection Services in unincorporated communities in the County of Los Angeles.
2. Find that the health, safety, and welfare of the public require that the County award an exclusive franchise contract for the collection of solid waste from carts for the unincorporated area of Santa Clarita Valley.

3. Award an exclusive franchise contract for the unincorporated area of Santa Clarita Valley to Burrtec Waste Industries, Inc., consisting of two separate tasks: Task 1 Customer Service, to provide refuse, recyclables, green waste, and manure collection from carts; and Task 2 County Service, consisting of collection of solid waste discarded in public rights of way and emergency services to remove uncollected solid waste anywhere in Los Angeles County or adjacent counties, which contract shall be effective upon execution by both parties. The solid waste collection services will start on or after November 1, 2018, for a term of 7 years, with two 2-year renewal options and month-to-month extensions up to 6 months, for a potential total contract period of 11 years and 6 months. The initial monthly rate per customer for Task 1 Customer Service will be \$22.72, which includes a 10 percent franchise fee. Task 2 County Service will be for an initial annual contract sum not to exceed \$124,493 based on Public Works' annual utilization of the County services (at an initial rate of \$32.40 per incident of abandoned waste collected) with a potential maximum contract sum of the initial term of \$871,451, and \$124,493 annually for the option years plus rate adjustments for cost-of-living adjustment, fuel costs, diversion/disposal fees, and changes in law, as authorized by the contract.
4. Authorize the Director of Public Works or his designee to allow the contractor to increase the customer's monthly rate for each area for Task 1 Customer Service and Task 2 County Service, subject to the terms of the contract for increased contractor expenses related to cost-of-living adjustment, fuel costs, diversion/disposal fees up to 55 percent over the 11-year contract, and for increases by up to 10 percent annually for applicable changes in law.
5. Authorize the Director of Public Works or his designee to increase the maximum contract amount for Task 2 County Service by up to 10 percent of the annual contract sum for Task 2 County Service for unforeseen, additional work within the scope of the contract, if required.
6. Authorize the Director of Public Works or his designee to increase the maximum contract amount for Task 2 County Service by up to 50 percent of the total contract sum for Task 2 County Service for emergency services within the scope of the contract, if required.
7. Authorize the Director of Public Works or his designee to execute one franchise contract with Burrtec Waste Industries, Inc., for the area of Santa Clarita Valley; to take all the necessary and appropriate steps to carry out these contracts; to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works or his designee, the contractor has successfully performed during the previous contract period; to approve and execute amendments to incorporate necessary changes within the Task 1 Customer Services and Task 2 County Services specifications; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions are to find that the award of the exclusive franchise contract for the unincorporated area of Santa Clarita Valley is within the scope of the previously adopted Negative Declaration and Addendum prepared under the California Environmental Quality Act and are necessary to protect the health, safety, and welfare of the public; to award the franchise contract that provides Task 1 Customer Service, consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, commingled recyclable materials, green waste, and manure generated by single family residences, duplexes, and multifamily and commercial properties upon request; and Task 2 County Service consisting of cleanup, collection, transportation,

disposal, and management of abandoned waste or discards from all alleys, specified public curbside receptacles and in public rights of way and provide emergency services to remove uncollected solid waste anywhere in Los Angeles County or adjacent counties; and various actions related to the award, execution, implementation, and extensions of the franchise contract.

The existing franchise contract for Santa Clarita is with Burrtec Waste Industries, Inc., and is set to expire on October 31, 2018, which was a 7-year contract with three 1-year extensions, for a total of 10 years. The proposed new franchise contract will be effective upon execution, with solid waste services set to begin on November 1, 2018.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality, and Strategy III.2. Embrace Digital Government for the Benefit of our Internal Customers and Communities. The recommended actions will address global climate change and encourage a reduction in waste generation while promoting recycling and waste reduction practices and the actions will also use technology to share solid waste-related data.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed monthly rate per customer for Task 1 Customer Service, which includes a 10 percent franchise fee, and the annual contract amount for Task 2 County Service are as follows:

- Task 1 Customer Service Monthly Rate = \$22.72
- Task 2 County Service Annual Amount Sum = \$124,493

Upon approval by the Board, the franchise fee resulting from Task 1 Customer Service will generate an estimated \$246,230 revenue from the contract for Fiscal Year 2018-19 based on the commencement of service on November 1, 2018. The franchise fee will provide the necessary funds to administer the franchise and provide enhanced services for the unincorporated area of Santa Clarita Valley. Administration includes the release and award of the contract, complaint resolution, outreach material creation and review, and contractor compliance monitoring. Enhanced services include abandoned waste collection, expanded educational outreach, site visits to increase diversion, and increased enforcement of illegal dumping violations. This revenue is included in the Solid Waste Management Fund Fiscal Year 2018-19 Budget and will be included through the annual budget process for the remaining contract years.

The maximum contract amount for Task 2 County Service may be adjusted by up to 10 percent of the annual contract sum for any unforeseen, additional work within the scope of work of the contract, if required. It may also be adjusted by up to 50 percent of the total contract sum for Task 2 County Service to be used for emergency services within the scope of work of the contract, if required. The rates may be adjusted up to a total maximum amount of 35 percent of the rates over the initial 7-year period or 45 percent and 55 percent at the first and second optional renewal years, respectively, if applicable. The adjustments are to allow for cost-of-living adjustments, fuel cost adjustments, and solid waste facility fee adjustments.

Task 2 County Services will be paid from the Road Fund, or by supplemental sources of funding including, but not limited to, bond funding and/or other State or Federal assistance as appropriate to offset costs to the County for services provided. The County will deposit funds into the Road Fund to

pay for those activities related to the cleanup, collection, transportation, disposal, and management of discards from the public road rights of way from all alleys and specified public curbside receptacles within the service area. Task 1 Customer Service and Task 2 County Service rate adjustments authorized by the contract are as follows: First, a rate adjustment increase on July 1, 2018, and annually thereafter is allowed based on annual changes in the Consumer Price Index, fuel adjustments, and/or solid waste facility fees. The rate adjustment increase is allowed up to 55 percent over the 11-year contract. Second, an increase of the maximum contract amount is allowed due to unforeseen, additional work within the scope of the contract, up to 10 percent per year and an increase for emergency services within the scope of the contract, up to 50 percent of the total contract amount for Task 2 County Service. Third, a rate adjustment increase of the maximum contract amount is allowed due to applicable changes in law, up to 10 percent per year.

Funding for Task 2 County Service is included in the Road Fund Fiscal Year 2018-19 Budget. The Road Fund will be reimbursed by the Solid Waste Management Fund. Funds from the Solid Waste Management Fund to pay for Task 2 County Service shall not exceed 30 percent of franchise fee payments received during the fiscal year. Funds for the contracts' future years; 10 percent additional funding for unforeseen, additional work; and 50 percent additional funding for emergency services within the scope of the contract, if required, will be requested through the annual budget process.

In the event of an emergency and the County directs the contractor to provide solid waste collection assistance to other areas within Los Angeles County including cities, or adjacent counties and their cities, other funds, including those from other jurisdictions, may be used in order to extend services into those areas. Streets and Highways Code, Section 953, requires that the costs for cleanup, collection, transportation, disposal, and management of discards from alleys and public curbside receptacles be paid from the Road Fund Budget. Although the Road Fund must pay for these services, other funds available to pay for such services may be placed in the Road Fund.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Title 20 – Utilities, of the Los Angeles Code, Section 20.70.020, authorizes the Board to award a nonexclusive, partially exclusive, or wholly exclusive franchise for certain solid waste handling services for any given geographic area of the unincorporated territory of the County. As consideration for the grant of a franchise awarded as provided in Section 20.70.020, the contractor shall pay a franchise fee to the County in such amount as may be determined by the Board, expressed as a percentage of the monthly gross receipts of the contractor arising from the use, operation, or possession of the franchise.

The recommended contractor is Burrtec Waste Industries, Inc., located in Fontana, California. This franchise contract is effective upon execution by the respective party. The solid waste collection services are anticipated to start on or after November 1, 2018, and will terminate 7 years from the commencement of collection services, with two 2-year renewal options and month-to-month extensions up to 6 months, for a potential total contract period of 11 years and 6 months.

The franchise contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works executing the franchise contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Burrtec Waste Industries, Inc., was solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

The franchise contract contains terms and conditions in compliance with the Board's ordinances,



policies, and programs. The standard Board directed clauses that provide for contract termination or renegotiation apply only to Task 2 County Service. Enclosure B reflects the contractor's minority participation. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Request for Proposal (RFP) for this contracted service was not submitted to any union for review since no Public Works classifications were impacted. Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts. Task 1 Customer Service is not subject to Proposition A, as authority to award the franchise contracts for solid waste handling services is expressly provided by statute. Task 2 County Service is required on an as-needed and intermittent basis; hence, these contracts are not subject to Proposition A contracts (Los Angeles County Code, Chapter 2.121).

In addition, the City of Santa Clarita has started the process to annex portions of the service area known as Plum Canyon, Skyline Ranch, and North Sand Canyon, as shown in Enclosure C. The franchise contract provides that if the City of Santa Clarita annexes a portion of the service, said annexed portions will be eliminated from the service area, on the date that the annexation becomes effective. Burrtec Waste Industries, Inc., and the City of Santa Clarita have agreed to provide the collection of refuse, green waste, recyclables, and manure from carts to the newly incorporated area effective the date of the annexation. If the City of Santa Clarita annexes an additional portion of the service area after 2018, the same methodology will be followed by replacing the service area map with new map that reflects deletion of the annexed area.

## **ENVIRONMENTAL DOCUMENTATION**

In 2008, an Initial Study was prepared for the award of the exclusive franchise contracts to provide residential solid waste collection services in specific unincorporated areas, which were prepared in compliance with California Environmental Quality Act (CEQA). The Initial Study showed there is no substantial evidence that the project may have a significant effect on the environment. Based on the Initial Study, a Negative Declaration (ND) was prepared and adopted by the Board on November 20, 2007. In accordance with Sections 15162 and 15164(b) of the State CEQA Guidelines, an Addendum to the previously adopted ND was prepared for solid waste collection activities, since there are only minor changes to the previously approved franchise contract that do not result in any significant effect on the environment, and there have been no substantial changes or new information regarding the previously approved project due to new or substantially more severely significant effects or to the circumstances under which the activities will be undertaken. The Addendum was adopted by the Board on January 30, 2018. The recommended action is within the scope of the project in the previously adopted ND and Addendum, and there have been no changes to the project or the circumstances under which it is proposed that necessitate preparation of further documentation under CEQA.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

## **CONTRACTING PROCESS**

On February 1, 2018, a notice of the Request for Proposals (RFP) was placed on the County's

"Doing Business With Us" website (Enclosure D), Public Works' "Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinion Advertisement. Also, Public Works informed 1,531 Local Small Business Enterprises, 125 Disabled Veteran Business Enterprises, 55 Social Enterprises, and 158 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 4, 2018, three proposals were received for the Santa Clarita Valley area. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included proposed net rate for Task 1 Customer Service; proposed annual price for Task 2 County Service; experience, work plan, references, disputes, actions, contests, debarments, and environmental history; and utilizing the Informed Averaging methodology for applicable criteria. Based on these evaluations, it is recommended that this franchise contract be awarded to the highest-rated, apparent responsive, and responsible proposer Burrtec Waste Industries, Inc., located in Fontana, California, for the unincorporated area of Santa Clarita Valley.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This franchise contract will provide improved waste collection services for this community.

**CONCLUSION**

Please return one adopted copy of this Board letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



MARK PESTRELLA  
Director

MP:CS:td

Enclosures

- c: Chief Executive Office (Chia-Ann Yen)
- County Counsel (Talin Halabi)
- Executive Office

CONTRACT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

**BURRTEC WASTE INDUSTRIES, INC.**

FOR PROVISION OF

REFUSE, RECYCLABLES, AND GREEN WASTE CART SERVICES  
TO OCCUPANTS AT RESIDENTIAL PREMISES AND  
CERTAIN MULTIFAMILY AND COMMERCIAL PREMISES  
(TASK 1)

AND

ABANDONED WASTE COLLECTION SERVICES  
AND MAINTENANCE OF PUBLIC RECEPTACLES  
(TASK 2)

FOR THE SERVICE AREA OF

**Santa Clarita Valley**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS  
**November 1, 2018**

**TABLE OF CONTENTS**

**FOR THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF  
SANTA CLARITA VALLEY  
(2018-FA015)**

SECTION 0 - RECITALS:..... 0-1

SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES TO PROVIDE TASK 1 SERVICES... 1-4

A. Grant of Rights..... 1-4

B. Exclusions from Service..... 1-5

C. Exclusions from Exclusivity..... 1-7

D. Definition of Rights..... 1-7

E. Fees to COUNTY..... 1-8

F. Privacy (Contract Services) ..... 1-8

G. Ownership of Solid Waste..... 1-9

SECTION 2 - TERM OF CONTRACT.....2-10

A. Term of Contract Services .....2-10

B. Obligations Upon Expiration or Termination of CONTRACT..... 2-11

C. Undepreciated Assets.....2-13

SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services).....3-14

A. Prescribed Scope..... 3-14

B. Change in Scope of Services..... 3-14

C. CONTRACTOR Documentation (Contract Services) .....3-15

SECTION 4 - SERVICE STANDARDS.....4-17

A. Public Health and Safety; Nuisances (Contract Services) ..... 4-17

B. Private Property (Task 1 Services) ..... 4-18

C. Non-Collection (Contract Services)..... 4-19

D. Nondiscrimination ..... 4-21

E. CONTRACTOR Waste Reduction Practices (Contract Services) ..... 4-21

F. Customer Correspondence and Other Materials (Task 1 Service) ..... 4-21

G. Publicity and News Media Relations..... 4-21

H. Responsiveness to County (Contract Services)..... 4-22

I. No Commingling of Solid Waste ..... 4-23

J. Key Personnel (Contract Services) ..... 4-23

K. Uniforms (Contracts)..... 4-24

L. Confidentiality (Contracts)..... 4-24

M. Single-Pass Collection (Task 1)..... 4-24

SECTION 5 - ADDITIONAL PERFORMANCE OBLIGATIONS.....5-26

SECTION 6 - CUSTOMER SERVICE (Task 1 Services) .....6-27

A.	Facilities.....	6-27
B.	Telephone Service.....	6-27
C.	Paperless/Electronic Information and Services.....	6-28
D.	Responses to Customer Complaints and Other Correspondence.....	6-30
E.	Service Interruption.....	6-31
F.	Responsiveness to Customer.....	6-32
G.	Setting Up or Terminating Service.....	6-32
SECTION 7 -	SERVICE FEES AND BILLING.....	7-33
A.	Customer Service Fees.....	7-33
B.	Customer Invoice and Payment.....	7-35
C.	County Service Fees.....	7-37
SECTION 8 -	WASTE CHARACTERIZATION STUDY.....	8-44
A.	Participate with County Study.....	8-44
B.	Perform Study.....	8-44
SECTION 9 -	RECORDS.....	9-45
A.	Record Maintenance and Retention.....	9-45
B.	County Custody.....	9-45
C.	Inspection and Review of Records.....	9-46
D.	Copies of Audits.....	9-46
E.	Submission of Records.....	9-47
F.	Public Record Request.....	9-47
SECTION 10 -	REPORTS.....	10-48
A.	Types and Content.....	10-48
B.	Submission of Reports.....	10-50
C.	Reporting Adverse Information.....	10-50
D.	County's Right to Request Information.....	10-51
SECTION 11 -	SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE.....	11-52
A.	Director's Right to Provide Contract Services.....	11-52
B.	Emergency Assistance (Contract Services).....	11-54
C.	Backup Service Plan.....	11-54
D.	Use of Goods, Services and Property.....	11-55
SECTION 12 -	ENFORCEMENT OF CONTRACT.....	12-57
A.	As Provided by Law.....	12-57
B.	COUNTY's Additional Remedies.....	12-57
C.	Injunctive Relief.....	12-57
D.	Recovery of Damages.....	12-58
E.	County's Reimbursement Costs.....	12-60
F.	Waiver.....	12-60
SECTION 13 -	UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services).....	13-61
A.	Protocol.....	13-61
B.	Prohibition on Collection.....	13-61

C.	Notice to Director .....	13-61
D.	Labels .....	13-61
SECTION 14 -	EXECUTION OF CONTRACT .....	14-62
A.	Execution in Counterparts.....	14-62
B.	Authority to Execute.....	14-62
SECTION 15 -	PERFORMANCE ASSURANCE .....	15-63
A.	Performance Bonds, Other Securities.....	15-63
B.	Further Assurances.....	15-64
SECTION 16 -	CONTRACT SERVICE AREA INFORMATION.....	16-66
A.	Maps .....	16-66
B.	Sample Graphics .....	16-66
C.	Data .....	16-66
D.	Outreach .....	16-66
E.	SWIMS.....	16-67

THIS CONTRACT is made and entered into on \_\_\_\_\_, 2018, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and Burrtec Waste Industries, Inc., a Corporation registered in the State of California (CONTRACTOR).

### RECITALS:

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bill (AB) 939, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions; and

**Mandatory Solid Waste Diversion.** The State of California has found and declared that the amount of solid waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all solid waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a time line to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR'S AB 939 waste Diversion programs, record keeping, and reporting; and

**County Waste Management Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2015. It is a comprehensive plan for a waste free future, and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

**Task 1: Waste Discarded in Containers.** COUNTY'S Director has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of COUNTY under the terms of this CONTRACT for reasons including the following:

- To assist residents and certain businesses located in the Service Area that discard solid waste in carts to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939 and other laws.

COUNTY issued a 5-year notice under California Public Resources Code (PRC) Section 49520 of COUNTY'S intent to authorize, among other options, the exclusive franchising of MSW Management Services in portions of COUNTY; and

**Task 2: Abandoned Waste Collection.** COUNTY'S Director has also determined to contract for collection of Abandoned Waste in this CONTRACT to efficiently remove it and prevent the illegal dumping from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects and other vermin, and in general, lowering the quality of life for residents.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe collection, transport, recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 939 and AB 1826, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**CONTRACTOR / "Arranger".** Under this Contract, COUNTY may exercise control over the disposal or other disposition of the Solid Waste handled by the CONTRACTOR. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) or Invitation For Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, including their proposed schedule of rates and charges. For franchised services, COUNTY selected a CONTRACTOR based, among other things, on CONTRACTOR'S price proposal and work plan for Contract Services.

**Compensation.** The following describes the compensation allowed under this CONTRACT:

- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.

**Franchise Authorization.** California PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of solid waste management services, including:

- The nature, location, and level/extent of services;
- The frequency of collection;



- The means of collection and transportation;
- The Service Fees and fees; and
- Whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise.

County Code Chapter 20.70 authorizes Director to require franchises in any part of the unincorporated territory of COUNTY that is not served by a Garbage Disposal District.

**Franchise Development.** COUNTY consulted with representatives of waste haulers in developing the original agreement. COUNTY and representatives of the private hauling industry met many times to discuss the scope of franchise services, service specifications, service standards, and other performance obligations and to address the industry's questions, comments, and concerns.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to both Contract Services (Task 1 Services and Task 2 Services), unless specifically indicated otherwise. However, Exhibits 3A1 and 3A3 applies only to Task 1 Services, and Exhibit 3A2 applies only to Task 2 Services.

## SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES TO PROVIDE TASK 1 SERVICES

See Attachment 5-10A for a more complete list of definitions.

“**Performance Obligations**” means all CONTRACTOR'S obligations and liabilities under this CONTRACT.

“**Contract Services**” means both Task 1 Services and Task 2 Services.

“**Task 1 Services**” means all Performance Obligations prescribed in Exhibits 3A1 and 3A3 for Refuse, Recyclables, and Green Waste Container Services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises.

“**Task 2 Services**” means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection Services and Public Receptacle Collection Services.

### A. Grant of Rights

#### 1. Grant of Rights and Privileges

COUNTY grants CONTRACTOR the right and privilege, together with the Performance Obligations, to provide Contract Services.

##### a. *Conditions*

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations, no CONTRACTOR Default has occurred; and
- CONTRACTOR fully and timely pays applicable Franchise Fees.

##### b. *CONTRACTOR Acceptance*

CONTRACTOR accepts these rights and privileges, together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

#### 2. Grant of Exclusive Franchise for Collection in Carts

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege together with the obligation to provide franchise services, by making independent arrangements with customer, with respect to solid waste discarded in Carts and within the Service Area, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

## B. Exclusions from Service

### 1. Solid Waste to be Self-Hauled

This CONTRACT excludes the right and privilege to Collect, transport, and Divert/Dispose Solid Waste that Persons self-haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises

### 2. COUNTY and Third-Party Agencies

This CONTRACT excludes the right and privilege to arrange to provide Task 1 Services to Premises owned or controlled by any of the following entities:

- County or any other entity governed by the Board of Supervisors;
- State of California;
- Federal government;
- Any city;
- Any public-school district; or
- Any entity that is excluded by Applicable Law from the obligation to subscribe to Task 1 Services under this CONTRACT.

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

### 3. Rights Under California Public Resources Code Section 49520

#### a. *Exclusion*

This CONTRACT excludes the right and privilege to arrange for providing Contract Services with any Person who is receiving solid waste handling services from a solid waste enterprise that has the statutory right to continue to provide solid waste handling services to that Person under PRC Section 49520 *et seq.*

#### b. *Acknowledgement*

CONTRACTOR acknowledges:

##### (1) *No Statutory Rights*

This CONTRACT does not grant CONTRACTOR any rights under PRC Section 49250 *et seq.*

(2) *Expired Term*

This CONTRACT is an exclusive franchise. Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49250 *et seq.*

(3) *Terminated CONTRACT*

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will not be in compliance with the terms and conditions of this CONTRACT. In that event, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

(4) *Contract Claims*

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

**c. *Stop Contract Services / Procure New Services***

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may reprocurer one or more agreements for MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

**4. Donation or Selling of Recyclables**

This CONTRACT excludes the right and privilege to Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

**5. Collection of Food Waste or Recyclables from Commercial Franchise Carts**

This CONTRACT excludes the right and privilege to Collect Food Waste that is separated from other Solid Waste subject to COUNTY's Non-Exclusive Commercial Franchise Agreements. For example, CONTRACTOR cannot Collect Food Waste or Recyclables from Carts provided under the Commercial Franchise agreement with COUNTY.

## C. Exclusions from Exclusivity

### 1. Task 2 Services – Abandoned Waste and Litter Collection Services

This CONTRACT excludes the exclusive right and privilege to Collect Abandoned Waste. COUNTY reserves the right to use its own forces or to contract with any company to Collect Abandoned Waste or empty public receptacles.

### 2. Emergency Services

This CONTRACT excludes the exclusive right and privilege to perform Solid Waste services during emergencies described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to perform Solid Waste services within this Service Area.

### 3. Food Waste

This CONTRACT excludes the right and privilege to provide Collection, transportation and Diversion of Food Waste. This exclusion also applies to Food Waste discarded in Carts by Commercial Franchise customers. Commencing upon the Commencement Date, CONTRACTOR shall Collect Food Waste discarded with Refuse.

At any time after the Commencement Date, in its sole discretion, COUNTY may do either of the following with respect to Collection, transportation, and Diversion of Food Waste that is discarded separately from Refuse:

- Renegotiate a change to this CONTRACT or enter a separate contract with the CONTRACTOR; or
- Enter a contract with another Person.

### 4. Collection of Solid Waste in Dumpsters

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste in Dumpsters, including Manure-only Dumpsters. Persons may arrange with any COUNTY Authorized Commercial Waste Hauler to provide MSW Management Services in Dumpsters. Persons may have Carts with exclusive Collection services from CONTRACTOR and have a Dumpster with service from another waste hauler.

## D. Definition of Rights

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Task 1 Services set forth in this CONTRACT and receipt of compensation

therefore, that CONTRACTOR shall cease providing Contract Services on the Expiration Date even if that Expiration Date should occur before the expiration of the period described in PRC Section 49520. This CONTRACT and acknowledgments in this CONTRACT do not foreclose COUNTY from re-procuring contracts for MSW Management Services, including from CONTRACTOR, after termination of this CONTRACT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

## **E. Fees to COUNTY**

In consideration for this exclusive franchise, rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR shall not separately identify the Franchise Fee in correspondence with Customers, including in Terms and Conditions, bills, or invoices.

CONTRACTOR acknowledges the following:

- The elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to CONTRACTOR, and the franchise fee is consideration for that exclusivity.
- The franchise fee is a cost of doing business, like capital, fuel and labor costs.
- Paying COUNTY the franchise fee is an obligation of CONTRACTOR and not an obligation of Customers.

## **F. Privacy (Contract Services)**

### **1. General**

CONTRACTOR shall strictly observe and protect rights and privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the preparation of Solid Waste characterization studies or waste stream analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

### **2. Mailing Lists**

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

**3. Privacy Rights Cumulative**

CONTRACTOR'S obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

**G. Ownership of Solid Waste**

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, including Green Waste, Recyclables, and Abandoned Waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.

## SECTION 2 - TERM OF CONTRACT

### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this Contract under subsection B below.

“**Commencement Date**” may be as early as November 1, 2018, for Santa Clarita Valley.

“**Term**” is the period beginning on the Execution Date and ending on the Expiration Date.

“**Execution Date**” is the date both COUNTY and CONTRACTOR sign this CONTRACT.

“**Expiration Date**” is any of the following days, as may be extended described in the following subsection A1 of this Section:

- October 31, 2025; or
- As earlier as date that the Contract terminates in accordance with Part 6D of Exhibit 5.

#### 1. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A2, A3, and A4.

#### 2. Two 2-Year Extensions

Director may extend the Term of this CONTRACT for up to two additional two-year periods.

#### 3. Six 1-Month Extensions

Director may extend the Term of this CONTRACT up to six times, each time in an increment of one to six months for a total of no more than six months. For example, the Director may first extend the Term for three months, subsequently extend it for two more months, and lastly extend it for one more month.

#### 4. Contract Extension Cumulative

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue two 2-year extensions, one 3-month extension, followed by one 1-month extension.



**5. Transition to Next Waste Hauler**

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

**6. Notification to CONTRACTOR**

Director will Notify CONTRACTOR of the intent to extend or not extend this CONTRACT no later than the following:

- 90 calendar days before a 2-year extension begins
- 10 calendar days before a 30-day extension begins

**B. Obligations Upon Expiration or Termination of CONTRACT**

The following provisions will survive the expiration or termination of this CONTRACT:

**1. Acknowledgements**

All acknowledgments, including those in the following Sections:

- Item D of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Task 1 Services)
- Item A of Section 9 (Record maintenance)
- Part 10 of Exhibit 5 (interpretation of this CONTRACT)

**2. Representations and Warranties**

All representations and warranties, including those made in accordance with the following Sections:

- Part 10 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-9H, CONTRACTOR'S Representations and Warranties

**3. Indemnities**

All Indemnities.

**4. Payments**

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs
- Damages under item D of Section 12
- Payment of County Service Fees under Exhibit 3A2
- Refund due to Customers that pay Customer Service Fees in advance of Customer Service
- Any Franchise Fees

## **5. Records and Reports**

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Records of Abandoned Waste Collection including supporting documentation

## **6. Provisions Surviving Expiration Date**

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Carts), and
- Subsection C (no recovery of undepreciated asset value).

### ***a. Cooperation During Transition***

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition.

### ***b. Removal of Carts***

With respect to Task 1 Services, CONTRACTOR shall not remove a Container from any Premises until the earlier of:

- The date any replacement Containers are provided to the Customer by succeeding contractor, or
- 2 weeks after the Expiration Date.

**7. Container Purchase Option**

COUNTY may purchase Containers as specified in item D11 of Exhibit 3A1.

**C. Undepreciated Assets**

If any of CONTRACTOR'S Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR'S sole discretion.

## SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services)

### A. Prescribed Scope

#### 1. Task 1 Services

With respect to Task 1 Services, CONTRACTOR shall arrange to provide services to Premises in the Service Area in accordance with Exhibit 3A1 to both the following:

- Any Person who was receiving service immediately prior to the Commencement Date from COUNTY's contractor under a previous contract with COUNTY, and
- Any Person who request Task 1 Services.

#### 2. Task 2 Services

With respect to Task 2 Services, CONTRACTOR shall provide services in the Service Area to Director in accordance with Exhibit 3A2.

#### 3. Additional Contract Services Requirements

With respect to additional Contract Services, CONTRACTOR shall provide services in the Service Area to Director in accordance with Exhibit 3A3.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the freedom and discretion to determine the means, manner, or method of providing Contract Services. CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services. CONTRACTOR is responsible for choosing the Solid Waste Facilities, unless otherwise directed by COUNTY. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

### B. Change in Scope of Services

#### 1. Task 1

Director may change the scope of Task 1 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in the Customer Service Fees in accordance with item A of Section 7.

2. **Task 2**

Director may change the scope of Task 2 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in COUNTY Service Fees in accordance with Attachment 7-3 Task 2 Service Fees.

C. **CONTRACTOR Documentation (Contract Services)**

1. **CONTRACTOR'S Compliance with CONTRACTOR Documentation**

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 3D.

2. **Changes in CONTRACTOR Documentation**

a. ***Notice to Director***

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 3D CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended substantially this form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Notice

**Acknowledgment:** CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

b. ***Director Consent.***

CONTRACTOR shall submit to Director for review and consent any changes occurring in CONTRACTOR Documentation listed in item B of Exhibit 3D CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended substantially the following form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Consent

**Acknowledgment:** I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

## SECTION 4 - SERVICE STANDARDS

### A. Public Health and Safety; Nuisances (Contract Services)

#### 1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Item or Abandoned Waste, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item or Abandoned Waste. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

#### 4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

## B. Private Property (Task 1 Services)

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

### 1. Private Property

#### a. *Acknowledgements*

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### b. *Damage to Pavement: Waiver*

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR'S entry and waive liability for CONTRACTOR'S damage to driveways or other pavement. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### c. *Personal Injury: Indemnity*

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### d. *CONTRACTOR Indemnifies COUNTY*

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

### 2. Single-Pass Collection

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Green Waste) on private alleys, streets, and parking lots, CONTRACTOR shall submit a request to Director; in accordance with item M of Section 4, Single-Pass Collection.



## C. **Non-Collection (Contract Services)**

CONTRACTOR is not obligated to Collect in any of the following events:

### 1. **Unpermitted Waste**

CONTRACTOR observes the presence of Unpermitted Waste at the Set-Out Site other than any Unpermitted Waste that CONTRACTOR Collects as Bulky Items.

### 2. **Unsafe Condition**

CONTRACTOR observes an unsafe condition at the Set-Out Site.

### 3. **Not Bagged or Bundled**

Solid Waste not placed in a Container, bags or bundles. Bulky Items do not need to be placed in a Container, bag, or bundled.

### 4. **Not At Set-Out Site**

A Container or a Bulky Item that is not placed at the Set-Out Site, except if a Customer has Roll-Out Service.

### 5. **Exceed Weight Limitations**

A Container exceeds any weight limitations described in Terms and Conditions.

### 6. **Delinquent Payment**

The Customer has not timely paid CONTRACTOR'S invoice for Task 1 Services in accordance with item B7 of Section 7. One week prior to removing a Container for nonpayment of Customer Service Fees, CONTRACTOR shall also leave a notice for Occupants on Container and e-mail or text Customer stating the deadline for payment.

### 7. **Inaccessible Premises**

The Premises are not accessible to Vehicles.

### 8. **Contamination**

#### ***a. Recyclables Containers***

Refuse, Green Waste, or Manure in a Recyclables Container.

**b. *Green Waste Containers***

Refuse, Recyclables, or Manure in a Green Waste Container unless Manure is specifically allowed.

**c. *Refuse Containers***

Manure in a Refuse Container.

**d. *Manure Containers***

Refuse, Recyclables, or Green Waste in a Manure Container unless Green Waste is specifically allowed.

**9. Unscheduled**

Unscheduled excess Refuse, Green Waste, Bulky Items, and E-waste in areas requiring advanced scheduling for collection under Exhibit 3A1. CONTRACTOR shall call, e-mail, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain why waste was not Collected, and
- Schedule the Collection.

If CONTRACTOR does not Collect Occupant's discarded Solid Waste, it shall complete a non-Collection notice and leave it securely attached to Occupant's Container or Bulky Items unless it is unsafe to do so. CONTRACTOR will use the form of non-Collection notice approved by Director in CONTRACTOR Documentation. The form must describe all the following:

- The reason CONTRACTOR did not Collect Occupant's Solid Waste,
- How the Customer can correct the problem, and
- How the Customer can contact CONTRACTOR.

Additionally, if the Occupant of the serviced Premises has signed up for electronic messages, such as the Smart-eClub, CONTRACTOR shall send a text or e-mail to the Occupant.

CONTRACTOR shall Collect the Customer's Solid Waste without additional cost to the Customer at the following times:

- **Same day:** no later than 6 p.m. on the day CONTRACTOR left the Non-Collection notice, if the Customer notifies CONTRACTOR before 12 p.m. that same day or
- **Next day:** on the next day, if the Customer notifies CONTRACTOR after 12 p.m. that same day.

## **D. Nondiscrimination**

CONTRACTOR shall comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e-2000e(17). CONTRACTOR shall not exclude any Customer from receiving Contract Services on the grounds of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation. It shall not exclude them from participating in, deny them the benefits of, or otherwise subject them to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

## **E. CONTRACTOR Waste Reduction Practices (Contract Services)**

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste that is Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by joining the Smart-eClub in item C2 of Section 6.

## **F. Customer Correspondence and Other Materials (Task 1 Service)**

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

## **G. Publicity and News Media Relations**

### **1. Publicity**

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director consent, publicize its Contract Services or indicate in its proposals and sales materials that it has been awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using

the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

**2. News Media Relations; Trade Journal Articles**

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR'S proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR'S draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

**H. Responsiveness to County (Contract Services)**

CONTRACTOR shall meet the following standards:

**1. Normal**

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

**2. Special Events**

Respond to telephone message within one hour during special events, such as Mulch and Compost Giveaway Events and Annual Cleanup Events.

**3. Emergency Telephone Messages**

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

**4. Written Correspondence**

Respond to written correspondence from Director within one week of receipt.

## **5. Meetings**

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

### **I. No Commingling of Solid Waste**

#### **1. No Commingling Between Areas (Contract Services)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with the Service Area with any other Solid Waste that it Collects outside the Service Area in cities or other unincorporated areas, without prior written consent of Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste Collected in the Service Area separately from records with respect to Solid Waste Collected outside the Service Area, including its weight.

#### **2. No Commingling of Different Materials (Task 1 Service)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other Solid Waste that it Collects, without prior written consent of Director, as detailed in item M of this Section. Additional requirements are in item G2 of Exhibit 3A1.

### **J. Key Personnel (Contract Services)**

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 3D.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

**1. Emergency Telephone Number**

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

**2. Lead Person**

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

**K. Uniforms (Contracts)**

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR'S logo.

**L. Confidentiality (Contracts)**

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation. CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

**M. Single-Pass Collection (Task 1)**

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Customers may commingle and discard Refuse, Recyclables, and Green Waste, and CONTRACTOR may Collect them in the same Container.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a materials recovery facility, and Divert them. Director may approve alternative MSW Management based upon documentation such as Customer records, and Container capacities in the Service Area. CONTRACTOR shall

maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on extremely narrow or steep roads and other places where it is difficult to Collect with Collection Vehicles used elsewhere in the Service Area. Requests must include the following:

- Proposed addresses.
- Written consent from most Customers affected by the single-pass.
- Notification to Customers residing on the Premises being serviced.
- Single-type (Refuse) Containers without Recycling and Green Waste Containers.

## **SECTION 5 - ADDITIONAL PERFORMANCE OBLIGATIONS**

Exhibit 5 contains additional Performance Obligations of a general nature, not necessarily directly related to providing daily Collection. Exhibit 5 includes the following parts:

Part 3 General CONTRACT Requirements

Part 4 Indemnifications and Insurance

Part 6 Debarment Breaches and Defaults; Suspensions; Termination

Part 8 Transfer of CONTRACT

Part 9 General Provisions

Part 10 Definitions and Interpretations of CONTRACT

Part 11 Compliance with Laws and Regulations

Part 12 Labor-Related Provisions Required in County Contracts



## SECTION 6 - CUSTOMER SERVICE (Task 1 Services)

### A. Facilities

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in CONTRACTOR Documentation.

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 3D.

### B. Telephone Service

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

#### 1. Office Hours

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### 2. After Hours

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### 3. On Hold Messaging

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### 4. Telephone Tree

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

#### 5. Answer Speed

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

**6. Bilingual**

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant.

**7. Knowledgeable Staff**

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

**C. Paperless/Electronic Information and Services**

**1. Website**

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:

**a. *Service Information***

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, holiday tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

**b. *Bill Payment***

The ability for Customers to review and pay their bills under item B3 of Section 7, if they subscribe to Smart-eClub.

**c. *Service Requests***

Requests for service collection that is not regularly scheduled, including on-call bulky waste collection, requests for extra pickups, and service cancellations.

**d. *Contact Us***

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

**e. *Link***

Link to Director's website, CleanLA.com.

**2. Smart-eClub**

To reduce paper waste and reach more readers, CONTRACTOR shall offer both the owners and occupants of serviced Premises the option to join the Smart-eClub. CONTRACTOR shall offer Customers the following Smart-eClub options:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

**3. E-mail Address**

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants.

## D. Responses to Customer Complaints and Other Correspondence

### 1. Resolution of Complaints

#### a. *Call/E-mail for Service*

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

#### b. *First Complaint*

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged container was not repaired or replaced as committed.

#### c. *Second and Subsequent Complaints*

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR such as a damaged container was not repaired or replaced and the Customer or Occupant previously called or e-mailed to complain.

### 2. Communications Log

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

### 3. Missed Collections

If Director, a Customer, or an Occupant notifies CONTRACTOR that CONTRACTOR has not Collected an Occupant's Solid Waste and not met

its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next day, if the complaint is received after 12 p.m. on the day of service.

#### **4. County's Reimbursement Costs**

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY the its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

#### **E. Service Interruption**

CONTRACTOR shall monitor the Department of Public Works Road Closure website (<http://dpw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

## **F. Responsiveness to Customer**

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

## **G. Setting Up or Terminating Service**

### **1. New Customers**

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer Bulky Item Collection

### **2. Terminating Service**

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

## SECTION 7 - SERVICE FEES AND BILLING

**Basic Service Fee** means the monthly charges for that CONTRACTOR bills a Customer for providing Collection with respect to Task 1 Services, without additional optional services.

**County Service Fee** means the amount that CONTRACTOR bills COUNTY for providing Collection with respect to Task 2 Services.

**Customer Service Fee** means the amount that CONTRACTOR bills Customers for providing Task 1 Services.

**Customer Surcharges** means the amounts listed as “Surcharges” on the Service Fee Schedule.

### A. Customer Service Fees

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

#### 1. Uniform Fees

CONTRACTOR shall charge the same, uniform Customer Service Fees for the same Task 1 Services listed in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

#### 2. Surcharges

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

##### a. *Billing Fees*

- 10 percent late fee
- \$25.00 for interruption of service
- \$25.00 fee on returned checks

##### b. *Extra Containers*

##### c. *Difficult to Service*

(1) *Non-Elderly or Non-Disabled*

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or

Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

- d. Roll out Service*
- e. Additional Bulky Item Collection*
- f. Excessive Container Exchanges*
- g. Manure Service*
- h. Bear Resistant Carts*
- i. Recyclables Cart with Gravity Lock*

### **3. Basic Service Fee Discounts**

CONTRACTOR shall subtract any discounts to the Basic Service Fee. CONTRACTOR shall add together all discounts. Multiple discounts will be an aggregate total prior to applying to Basic Service Fee. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

#### ***a. Senior Discount (25 percent)***

CONTRACTOR shall discount the Basic Service Fee by 25 percent for Elderly Customers at Residential Premises meeting all the following requirements:

##### **(1) 62 or Older**

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

##### **(2) Head of Household**

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

##### **(3) Life-Line or Low Refuse Generator**

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "life-line" rates) as evidenced by water, power, or telephone bill for the involved premises, or (b) generates small amounts of waste and for Refuse, uses only one 32-gallon Cart.



**b. No Service**

CONTRACTOR shall not discount the total for Basic Service Fees for Customers that do not use any or Task 1 Services, such as not separating Recyclables and Green Waste from Refuse and do not use Containers for Recycling or Green Waste discard.

**B. Customer Invoice and Payment**

**1. Invoice Content**

CONTRACTOR shall include in its Customer invoice the following information:

**a. Contact Information**

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

**b. Itemized Costs**

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee.

**c. Paperless Option**

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

**2. Frequency**

CONTRACTOR shall invoice Cart Customers quarterly following the Calendar Year quarter and Dumpster Customers (if applicable) monthly, or an alternate frequency as approved by Director.

Task 1 Services including any surcharges are to be billed to Cart Customers quarterly, three months in advance. Bills shall be sent on or after the first day of the billing period. Payment in full is due no later than the last day of the first month. For example, bills are sent on April 1 for the billing period of April, May, and June and due on April 30.

If Customer fails to pay bill in full, see item B7 of this Section for actions to be taken.

**3. Electronic Invoicing**

To reduce paper waste, CONTRACTOR shall make available to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR'S website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR'S website.

**4. Inserts**

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

**5. Electronic Payment**

CONTRACTOR shall make available to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR'S website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

**6. Refunds**

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Task 1 Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at 10 percent per annum from the date originally overcharged until the date refunded.

**7. Late Payment**

Customer payment of bills are due to CONTRACTOR no later than the last day of the first month of the calendar quarter. The following are the required warning notices and maximum allowable penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If

payment is not received after 3 months, Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, Task 1 Collection Service may be interrupted by removing the Containers from the premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

If Customer fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**Plain Language Table**

Elapsed Time	Action
1st day of quarter	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, ten percent late fee added
2.5 months	Reminder sent with warning of stop service, container removal, and interruption fee
3 months	Service stopped
3.5 months	Containers removed, \$25 interruption fee

**a. Partial Payment**

If Customers fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

**b. Returned Check Fee**

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**C. County Service Fees**

**1. County Service Fees and Maximum Contract Sum**

COUNTY agrees, in consideration of satisfactory performance of Task 2 Services in Sections A and B of this exhibit, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in

Attachment 7-3, Task 2 Service Fees of Exhibit 7 for Disposal that CONTRACTOR Collects, **not to exceed \$124,492.94** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services.

**a. *Abandoned Waste Not Commingled***

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/Appendix1.htm>, or other method satisfactory to Director.

**b. *Abandoned Waste Commingled***

If CONTRACTOR *does* commingle Abandoned Waste in the same Vehicle as other Refuse, CONTRACTOR shall allocate the proportion of Abandoned Waste to other Refuse in a formula approved by Director, and weigh or calculate the weight of the Abandoned Waste as set forth in the preceding paragraph.

**2. Special Fund Obligation**

COUNTY will pay County Service Fees from COUNTY'S Road Fund or other sources. CONTRACTOR acknowledges that it will not be compensated for providing County Service under Task 2 Services from Customer Service Fees under Task 1 Services. Customers or Occupants do not pay County Service Fees.

**3. Billing**

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will pay County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

County of Los Angeles Department of Public Works  
Attention: Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

For weekly or daily Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on per incident, foot, day, or receptacle collection, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

**a. *Weekly Collection***

**(1) *Expected Number of Incidents, Volume Up to Four Cubic Yards***

CONTRACTOR shall request a fee equal to the expected number of incidents rate for four cubic yards of volume.

CONTRACTOR is required to record the location of each incident and submit with the monthly invoice. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless Director requests.

**(2) *More Than Expected Number of Incidents***

CONTRACTOR may request a fee equal to the more than expected number of incidents rate.

CONTRACTOR is required to record the location of each incident and submit with the monthly invoice. CONTRACTOR shall take and submit photos of the waste to request a higher fee for that location. These special circumstances must be itemized separately on the invoice.

**(3) *More Than Four Cubic Yards***

CONTRACTOR may request a fee equal to the more than four- cubic-yards rate for a volume greater than four cubic yards.

CONTRACTOR is required to record the location of each incident and submit with the monthly invoice. CONTRACTOR shall take and submit photos of the waste to request a higher fee for that location. These special circumstances must be itemized separately on the invoice.

**b. Hot Zone Daily Monitoring and Collection**

**(1) Monitoring Original Locations**

CONTRACTOR shall request a fee equal to the Monitoring Original Locations for every linear foot within the zone, each day.

For example, for a \$2.00 rate for 500 feet, CONTRACTOR may request  $\$2.0 \times 500 \times 22 \text{ days} = \$22,000$  per month. CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**(2) Monitoring Additional Hot Zones**

If Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Monitoring Additional Hot Zones for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**(3) Waste Collection from Original Locations**

CONTRACTOR may request a fee equal to the Waste Collection with four cubic yards or less from Original Locations rate.

The-four-cubic-yards volume refers to the total amount of waste at a single incident, not the total collected in all Hot Zones. Waste separated by more than ten feet shall be considered a separate incident. CONTRACTOR is not required to provide evidence of Collection unless Director requests. CONTRACTOR is required to record the location of each incident and submit with the monthly invoice.

**(4) Waste Collection from Additional Hot Zones Waste**

If Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to the Waste Collection with four cubic yards or less from Additional Locations rate for the additional distance only.

The four-cubic-yards volume refers to the total amount of waste at a single incident, not the total collected in all Hot Zones. Waste separated by more than ten feet may be considered a separate incident. CONTRACTOR is not

required to provide evidence of Collection unless Director requests. CONTRACTOR is required to record the location of each incident and submit with the monthly invoice.

**(5) Waste Collection with More Than Four Cubic Yards**

For any incident larger than four cubic yards, CONTRACTOR may request an extra fee equal to the Waste Collection with more than four-cubic-yards rate. Waste separated by more than ten feet shall be considered a separate incident. CONTRACTOR shall take and submit photos of the waste to request a higher fee for that location. These special circumstances must be itemized separately on the invoice.

**c. Public Receptacles**

CONTRACTOR shall request a fee equal to the number of Collections made from Public Receptacles during the month, regardless if it is from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

**4. Payment Exceeding Maximum Contract Sum**

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed Maximum Contract Sum.

**5. Request Work**

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

**6. Performing Work to Exceed Maximum Contract Sum**

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.



**7. Budget Reduction**

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

**8. Deductions**

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

**9. No Payment Following Expiration/Suspension/Termination of CONTRACT**

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

**10. Most Favored Public Entity**

If the CONTRACTOR's prices decline, or if CONTRACTOR, at any time during the term of this CONTRACT, provides services substantially the same as County Services to anyone else, including the State of California or any County, municipality, or district of the State at prices below those set forth in this CONTRACT, then CONTRACTOR shall immediately reduce the County Service Fees to match those lower prices.



**11. Change in Service Area**

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also included a change in the number of public receptacles and a change in the number or length of Hot Zones.

**12. Dissolution of Service Area**

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements.

**13. Adjustment to Service Fee**

Throughout the Term of the CONTRACT, COUNTY may adjust the Service Fee in Attachment 7-3, Task 2 Service Fees of Exhibit 7, per the conditions set forth in Exhibit 7.

## **SECTION 8 - WASTE CHARACTERIZATION STUDY**

### **A. Participate with County Study**

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

### **B. Perform Study**

CONTRACTOR shall perform Solid Waste generation and Disposal characterization studies to assist County in compliance with State laws and goals. CONTRACTOR's study shall also include collecting data and preparing reports, as needed and as directed by Director, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, Diverted, or otherwise processed, by Customer type (such as Single-Family, Multi-Family, Commercial). CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study. CONTRACTOR shall perform the required studies during the first Contract Year and every other year thereafter.

## SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

### A. Record Maintenance and Retention

#### 1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

#### 2. Disposal Records

CONTRACTOR acknowledges:

##### a. *Claims*

That COUNTY may need to respond to claims under CERCLA or similar applicable laws with respect to Disposal of Solid Waste.

##### b. *Quantity*

COUNTY'S need to determine the quantity, location, and date of CONTRACTOR'S Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

#### 3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

### B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

### **C. Inspection and Review of Records**

Upon five Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Cost of the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

### **D. Copies of Audits**

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

## E. Submission of Records

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or as requested by Director.

## F. Public Record Request

### 1. Exclusive Property

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

### 2. Defend, Indemnify and Hold COUNTY Harmless

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

## SECTION 10 - REPORTS

### A. Types and Content

#### 1. Monthly Data

Within 30 days after the end of each calendar quarter, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon Director request, monthly data shall be submitted as soon as possible. CONTRACTOR shall complete and submit SWIMS Forms C, L, T, and V accessible through SWIMS and e-mail Collection route maps and schedule if any map or schedule has changed during the prior month. See sample in item E of Exhibit 16.

#### 2. Quarterly Reports

Within 30 days after the end of each calendar quarter, CONTRACTOR shall submit the Quarterly Report for the preceding three calendar months ending with that month to Director using the form provided by Director, which includes the following information:

##### *a. Rejected Recyclables and Green Waste*

Number of loads and tons of materials in Recycling or Green Waste loads rejected for Processing together with the reason for rejection and facility at which the rejected materials were Disposed.

##### *b. Educational Materials*

A report of educational materials distributed, events held, and any events attended by CONTRACTOR to its Customers.

##### *c. Non-Collection Notices*

The number of Non-Collection notices issued and the reasons for issuance.

##### *d. Customer List*

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, services provided that are not Contract Services, billing and payment dates, payment received from each Customer, and any other information associated with Task 1 Services as requested by Director.

**e. Contamination Audit**

Contamination audit results, if applicable.

**3. Annual Report**

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

**a. Waste Diversion Program Implementation**

A report of CONTRACTOR'S compliance with its Performance Obligations with respect to Waste Diversion Program implementation during the preceding Calendar Year.

**b. Subcontractors**

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests) in accordance with item 9M of Exhibit 5.

**c. South Coast Air Quality Management District Rule 1193**

Each Vehicle's compliance with South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

**d. Task 2 Services Information**

Information relating to Task 2 Services requested by Director.

**e. Scavenging**

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

**f. Vehicles**

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

#### **4. Reports of Violators**

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

#### **B. Submission of Reports**

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

##### **1. Monthly Reports**

Submitted electronically by using forms available through SWIMS, in accordance with this Section.

##### **2. Quarterly Reports and Annual Report**

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section.

#### **C. Reporting Adverse Information**

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.



CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

**D. County's Right to Request Information**

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

## SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

### A. Director's Right to Provide Contract Services

#### 1. Events

With or without making use of CONTRACTOR's vehicles or personnel, COUNTY may provide or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

##### *a. Unable for a Period of 48 Hours to Collect*

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

##### *b. COUNTY Suspends or Terminates CONTRACT*

County suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

#### 2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Task 1 and Task 2 Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

#### 3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY

must compensate CONTRACTOR, shall not create any liability on the part of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

#### **4. Rental and Other Compensation**

##### ***a. Uncontrollable Circumstances***

If an event described in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the following Direct Costs. However, CONTRACTOR shall not double bill COUNTY for services already compensated through charging and collecting either Customer Service Fees or County Service Fees. For example, CONTRACTOR shall not be paid for the use of automated Collection Vehicles for scheduled weekly Collection from Containers since CONTRACTOR is already receiving Customer's payment for that service which includes use of these Vehicles.

##### ***(1) Rental Fees***

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

##### ***(2) Vehicles***

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

##### ***(3) Personnel***

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described

in item (i) of this subsection 8a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser. CONTRACTOR shall provide equipment, Vehicles, and/or personnel upon request and not wait for the determination of the appraiser.

***b. Other Than Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. Moved to Item F of Exhibit 3A2**

**C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. An example is if CONTRACTOR'S drivers strike or it is not possible to provide Contract Services in difficult to service areas due to severe weather conditions, especially on hillsides. CONTRACTOR shall include the provisions:

**1. Dumpsters or roll-off containers**

Provide conveniently located Dumpsters or roll-off containers where Customers may discard Solid Waste.

**2. Self-hauling Solid Waste**

Offer Customers the option of self-hauling Solid Waste to a transfer station or disposal facility.

**3. Inform Customers**

Inform Customers of procedures for handling Solid Waste, preventing litter and discouraging vectors (such as keeping Carts in their storage place and not at Set-Out Sites, discarding excess Solid Waste in closed plastic bags and not loose in Carts).

**4. Customer Service Fee Refund Policy**

Describe any Customer Service Fee refund policy for missed Task 1 Services.

**5. Replacement Drivers**

Provide replacements for drivers and other employees who are not providing Collection or other Contract Services (such as supervisory personnel or management, or employees of Affiliates or other solid waste management companies), in cases of strikes of CONTRACTOR drivers, and security for those drivers and other employees.

**6. Priority Service Customers**

Identify customers that require priority service.

**D. Use of Goods, Services and Property**

**1. Cart Acquisition Contracts**

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute franchise service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

**“Cart Acquisition Contract”** means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

## **2. Inventory**

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

## **3. Insurance**

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

## **4. Vehicle Certification for FEMA**

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.

## **SECTION 12 - ENFORCEMENT OF CONTRACT**

### **A. As Provided by Law**

Either Party may avail itself of any remedy available under law.

### **B. COUNTY'S Additional Remedies**

Without limiting COUNTY'S remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

### **C. Injunctive Relief**

CONTRACTOR acknowledges that COUNTY'S remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Task 1 and Task 2 Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY'S Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR'S), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services comparable to Task 1 and Task 2 Services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and
- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

## D. Recovery of Damages

### 1. Compensatory

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2 of Exhibit 5, costs incurred by COUNTY to provide or reprocure MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2 of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

### 2. Liquidated Damages

COUNTY may seek liquidated damages listed in Exhibit 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a. COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore,



consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.

- b.** COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c.** Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d.** The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e.** In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.
- f.** The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.

- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- the accuracy of the statements made above, and
- the fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

#### **E. County's Reimbursement Costs**

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

#### **F. Waiver**

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

## **SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)**

### **A. Protocol**

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

### **B. Prohibition on Collection**

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Green Waste unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

### **C. Notice to Director**

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

### **D. Labels**

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item D9 of Exhibit 3A1 contains additional Container requirements.

## **SECTION 14 - EXECUTION OF CONTRACT**

### **A. Execution in Counterparts**

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed in any number of original counterparts. All counterparts constitute the same CONTRACT.

### **B. Authority to Execute**

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.

**SECTION 15 - PERFORMANCE ASSURANCE**

**A. Performance Bonds, Other Securities**

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for both Task 1 and Task 2 services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Santa Clarita Valley	\$672,876.96

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

- 15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services minus any Franchise Fees for the prior Contract Year;
- + 15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
- + 110 percent of any Franchise Fees paid by CONTRACTOR during the first six months of the prior Contract Year;
- + 110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
- + Up to \$50,000, at the discretion of Director;
- = SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to; (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including

payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

## **B. Further Assurances**

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

### **1. Labor**

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### **2. Tipping Fees**

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

### **3. Employee Wages**

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment-related taxes or fees.

### **4. County**

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

### **5. Meet Obligation**

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

**“Assurance of Performance”** means any or all of the following actions, as COUNTY requests:

- reduction or elimination of insurance deductibles or self-insured retention,
- providing or increasing the size of a letter of credit, or
- providing an additional performance bond, certificate of deposit or other instrument.

## SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 3D will have a sample listed below.

### A. Maps

1. Service Area and Collection Schedule
2. Hot Zones
3. Difficult to Service
4. Bear Zone
5. Alleys
6. Public Receptacles
7. Roll-Out Minimum Service

### B. Sample Graphics

1. Cart Lid Labels
2. Dumpster Labels
3. Vehicle Billboards

### C. Data

1. Street and Alley Miles
2. Difficult to Service Addresses
3. Public Receptacles Locations
4. Roll-Out Minimum Service Locations
5. Customer Information
  - Number of Customers
  - Number of Containers of each Size
  - Number of Senior Discounts
  - Number of Extra Services (Manure, Bear Cart, Roll-Out, etc.)
  - Number of Extra Containers
6. Tonnages
7. Item Typical Weights
  - CalRecycle Conversion Factor
  - FRN

### D. Outreach

1. COUNTY and CONTRACTOR Letters
2. Non-Collection Notice
3. Customer Terms and Conditions
4. Service Brochure





IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

County Counsel

By \_\_\_\_\_  
Deputy

BURRTEC WASTE INDUSTRIES, INC.

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type or Print Name

EXHIBITS AND ATTACHMENTS  
TABLE OF CONTENTS

EXHIBIT 3A1 - Task 1 Services ..... 1

    A. General ..... 1

    B. Solid Waste Collection Requirements ..... 1

    C. Diversion ..... 3

    D. Containers ..... 5

    E. Vehicles ..... 10

    F. Solid Waste Transportation, Processing, Diversion, and Disposal ..... 13

    G. Recyclables ..... 14

    H. Special Services ..... 16

    I. Roll-Out Services for Containers ..... 20

    J. Method of Payment for Task 1 Services ..... 21

    K. Transition Roll-Out Plan ..... 21

    L. Public Education and Outreach ..... 22

    M. CONTRACTOR Commitments Made in Proposal ..... 28

    N. Additional Performance Obligations Specific to this Service Area ..... 28

    O. Difficult to Service ..... 28

    P. Organics ..... 28

EXHIBIT 3A2 -Task 2 Services ..... 30

    A. Abandoned Waste Collection, Transportation, and Diversion/Disposal ..... 30

    B. Public Curbside Receptacles Collection Service ..... 33

    C. Abandoned Cart, Dumpster, or Roll-Off Removal ..... 36

    D. Vehicles ..... 36

    E. Homeless Encampments ..... 38

    F. Emergency Assistance (Contract Services) ..... 40

EXHIBIT 3A3.2 – Additional Services ..... 44

    A. Mulch and Compost Giveaway Program (Item H7 of Exhibit 3A1) ..... 44

    B. Bulky Item and Excess Solid Waste Collection (Item H3 of Exhibit 3A1) ..... 44

    C. Annual Cleanup Events Services (Item H2 of Exhibit 3A1) ..... 45

EXHIBIT 3D – Contractor Documentation ..... 46

    A. Notice to Director Required ..... 46

    B. Director Consent Required ..... 46

Exhibit 5-Additional Contract Language ..... 157

PART 3 - GENERAL CONTRACT REQUIREMENTS ..... 157

    A. Employment Eligibility Verification ..... 157

    B. Security and Background Investigations ..... 157

C.	Consideration of Hiring COUNTY Employees .....	157
D.	Conflict of Interest .....	158
E.	Fair Labor Standards Act .....	158
F.	Consideration of GAIN/GROW Participants for Employment.....	158
G.	Record Retention and Inspection/Audit Settlement.....	158
H.	Compliance with COUNTY's Jury Service Program .....	160
I.	CONTRACTOR's Charitable Activities Compliance.....	161
J.	Social Enterprise Preference Program.....	161
K.	Local Small Business Enterprise Preference Program .....	162
L.	Disabled Veteran Enterprise Preference Program .....	163
M.	CONTRACTOR Responsibility and Debarment.....	164
N.	Reporting Requirements for Improper Solicitations.....	166
O.	COUNTY's Quality Assurance Plan .....	166
P.	Local Small Business Enterprise Utilization.....	166
Q.	Compliance with COUNTY's Zero Tolerance Human Trafficking .....	167
PART 4 - INDEMNIFICATION AND INSURANCE .....		168
A.	Indemnification and Release of COUNTY .....	168
B.	Insurance.....	170
C.	Compensation for COUNTY Costs.....	175
D.	Alternative Risk Financing Programs .....	176
PART 6 - DEBARMENT BREACHES AND DEFAULTS; SUSPENSION; TERMINATION		177
A.	Notice of Breach; CONTRACTOR Cure .....	177
B.	CONTRACTOR Default. The following constitute CONTRACTOR Defaults.....	177
C.	Notice of CONTRACTOR Default .....	180
D.	Suspension or Termination of CONTRACT .....	180
E.	CONTRACTOR Responsibility and Debarment.....	183
F.	Termination For Breach Of Warranty To Maintain Compliance With County Defaulted Property Tax Reduction Program.....	184
PART 8 - TRANSFER OF CONTRACT .....		185
A.	COUNTY Consent .....	185
B.	CONTRACTOR Demonstration.....	186
C.	Payment of COUNTY's Transfer Costs.....	186
D.	COUNTY's Reimbursement Costs of Enforcement .....	187
PART 9 - GENERAL PROVISIONS .....		188
A.	Exercise of Options.....	188
B.	Independent Status.....	188
C.	Damage to Property and Personal Injury .....	188
D.	Venue .....	189
E.	Changes and Amendments .....	189
F.	Notices.....	189
G.	Authorized Representative of Director.....	190

H. Authority and Representations; COUNTY Disclaimer..... 190

I. Limitation on Terms and Conditions ..... 191

J. 21-Day Notice by Customer ..... 191

K. Criminal Activity..... 191

L. Delay of Performance Obligations..... 192

M. Subcontractors ..... 193

PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT ..... 194

A. Definitions ..... 194

B. Interpretation and Construction..... 194

C. Integration..... 195

D. Governing Law ..... 195

E. Severability ..... 195

F. Interpretation ..... 196

PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS ..... 197

A. Applicable Law ..... 197

B. COUNTY Child Support Compliance Program ..... 199

C. COUNTY Defaulted Property Tax Reduction Program ..... 199

PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS 200

A. Labor Code..... 200

B. Notices to Employees..... 200

C. Prohibition Against Use of Child Labor..... 201

D. Nondiscrimination ..... 202

E. Safety..... 203

F. COUNTY Lobbyists ..... 204

ATTACHMENT 5-9G – Authorized Representative of COUNTY’s Director..... 205

ATTACHMENT 5-9H – CONTRACTOR’s Representations and Warranties ..... 206

A. Status..... 206

B. Statements and Information ..... 206

C. No Conflicts ..... 206

D. No Approvals Required ..... 206

E. No Litigation..... 206

F. Due Diligence ..... 207

G. Compliance with Applicable Law ..... 207

H. Ability to Perform ..... 207

I. Contingent Fees..... 207

J. Opportunity to Comment ..... 207

K. Solid Waste Facilities..... 208

L. CONTRACTOR Documentation..... 208

M. Personnel ..... 208

ATTACHMENT 5-10A - Definitions ..... 209

EXHIBIT 7 – Contract Services (Adjustment of Service Fees) ..... 227

- A. Service Fee Schedule .....227
- B. This item is no longer used .....232
- C. Service Fee Adjustment for Annual Increase or Decrease in CPI .....232
- D. Service Fee Adjustment for Annual Increase or Decrease in Fuel .....232
- E. Service Fee Adjustment for Changes in Refuse Disposal and Green Waste  
Diversion Facility Fees ..... 233
- F. Future Service Fee Adjustment Components.....235
- G. Service Fee Adjustment Definitions.....235
- H. Temporarily Discontinued Indices.....236

ATTACHMENT 7-1 – Service Fee Adjustment Example..... 237

- A. Annual increase or decrease in CPI Example (C of Exhibit 7) .....237
- B. Annual increase or decrease in Fuel Example (D of Exhibit 7) .....237
- C. Changes in Disposal/Diversion Tipping Fees Example (E of Exhibit 7).....237
- D. Weighted Service Fee Adjustment Percentage Example (C, D, and E of Exhibit 7) ..238

ATTACHMENT 7-2 – Task 1 Service Fees ..... 24239

ATTACHMENT 7-4 – Task 2 Homeless and Emergency Service Fees ..... 242

EXHIBIT 12-D2 – Liquidated Damages..... 243

## EXHIBIT 3A1 - Task 1 Services

### Refuse, Recyclables, and Green Waste Container Services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises

#### A. General

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including records of Customer subscription and complaints, billing, and routing
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts,
- Equipment, including Vehicles, Carts or other Containers (such as for special events);
- Supplies;
- Insurance, bonds or other performance security if the insurer, surety or other provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

#### B. Solid Waste Collection Requirements

CONTRACTOR shall Collect Refuse, Recyclables, and Green Waste in the Service Area from Containers, Bulky Items, and Excess Solid Waste, as provided in this Exhibit.

**Collect, Collection, or Collecting** means Solid Waste pickup(s) made by CONTRACTOR required by and in accordance with this CONTRACT, including Abandoned Waste.

##### 1. Days Authorized to Collect

Residential Collection is only permitted Monday through Friday, except following a Holiday. Commercial Collection is permitted Monday through Saturday, except following a Holiday.

For each Occupant CONTRACTOR shall Collect Recyclables and Green Waste on the same day that CONTRACTOR Collects the Refuse.

##### 2. Collection Hours

CONTRACTOR shall Collect only between the hours of 6 a.m. and 6 p.m., except for Collection from Commercial Customers and Occupants in

accordance with COUNTY Code, including Section 12.08.520 Refuse Collection Vehicles.

If it becomes evident that CONTRACTOR may not be able to complete its scheduled work within the required hours, CONTRACTOR shall immediately notify Director and receive consent to Collect outside of regular hours. Director may request a proposal for measures to be taken to maintain the scheduled service without delay or interruption.

CONTRACTOR shall not Collect in School Zones 30 minutes prior to the school's starting time and 30 minutes after ending time, or at any time that children are present.

CONTRACTOR shall use Reasonable Business Efforts to adjust the early morning start point of Collection routes to address and minimize Occupant complaints.

**3. Collection Frequency**

CONTRACTOR shall Collect Solid Waste on the scheduled Collection Day, at least once per week from Occupants. The frequency of Collection may be reduced at the discretion of Director. For example, the Collection frequency of Refuse may be reduced if Food Waste is not allowed in the Refuse Container or Recyclables Containers Collection frequency may be reduced to every other week.

Customers may increase the frequency of their collection for an additional charge for the Customer Service Fees provided on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**4. Collection Schedule**

CONTRACTOR shall schedule Collection in the Service Area on the Service Days as indicated on the schedule in item A1 of Exhibit 16 (Collection Schedule), or other schedule approved by Director if it significantly improves efficiencies.

Any proposed changes in the Collection schedule shall have the Service Day be one to two Service Days before streets are swept as provided in Director's schedule for street sweeping in the Service Area. Director may amend this schedule at any time, and CONTRACTOR shall use Reasonable Business Efforts to implement this amendment. CONTRACTOR shall prepare a notice notifying the affected Customers and Occupants of the change and send such notice to these Customers and Occupants upon receiving approval from Director.



## 5. Holidays

CONTRACTOR shall observe the following Holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Collection shall be delayed one day for the Holiday and the remainder of the Holiday week. CONTRACTOR may Collect on Saturday of the same week for Residential Customers and Occupants and on Sunday for Commercial Customers and Occupants.

## C. Diversion

### 1. Divert Materials

#### *a. Refuse Transport and Disposal.*

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility that it designates in CONTRACTOR Documentation in Exhibit 3D.

#### *b. Recyclables Transport and Processing.*

CONTRACTOR shall transport all Recyclables that it Collects from Recyclables Containers to the Processing facility that it designates in CONTRACTOR Documentation in Exhibit 3D, such as a materials recovery facility.

CONTRACTOR shall recycle and dismantle all E-waste that it collects into materials that meet commercial standards for marketable commodities such as metals, plastic, and glass in a facility that operates within the United States. CONTRACTOR shall not ship any other E-waste or E-waste components outside the United States. CONTRACTOR shall demonstrate compliance with this subsection in the form of an affidavit from the proposed E-waste recycler.

#### *c. Green Waste Transport and Processing.*

CONTRACTOR shall transport all Green Waste that it Collects from Green Waste Containers to the Processing Facility that it designates in CONTRACTOR Documentation in Exhibit 3D.

**d. *Manure Transport and Processing.***

If a Service Area has Manure, CONTRACTOR must Collect and transport it to the Processing Facility that it designates in CONTRACTOR Documentation in Exhibit 3D.

**2. Reasonable Business Efforts to Divert**

CONTRACTOR shall use Reasonable Business Efforts to Divert the following materials that it Collects:

**a. *Bulky Items***

Bulky Items including large appliances/white goods in accordance with item H3 of this Exhibit

**b. *Abandoned Waste***

Abandoned Waste Collected in accordance with Exhibit 3A2

**c. *Excess Solid Refuse***

Excess Solid Refuse Collected in accordance with item H3 of this Exhibit

**d. *Manure***

Manure observed in Refuse Containers by offering Manure-only Containers

CONTRACTOR shall Dispose the items, listed in this subsection, collected from Customers and Occupants pursuant to this CONTRACT in accordance with the following hierarchy:

**a. *Reuse, as-is***

**b. *Disassemble, for reuse or recycling***

**c. *Recycle***

**d. *Disposal***

CONTRACTOR shall not Dispose of the items, listed in this subsection, in a landfill unless the items cannot reasonably be reused or recycled.

## D. Containers

### 1. Standard Containers

CONTRACTOR shall provide to each Occupant the following:

- a. *One 96-gallon Refuse Cart;*
- b. *One 96-gallon Recyclables Cart;*
- c. *One 96-gallon Green Waste Cart;*
- d. *A second 96-gallon Recyclables Cart, upon Customer or Occupant request; and*
- e. *A second 96-gallon Green Waste Cart, upon Customer or Occupant request.*

### 2. Extra or Larger Capacity Containers

If Customer requests an extra Container or larger capacity Container for Refuse, and/or request extra container for Recyclables or Green Waste beyond the carts as described above, the Customer shall pay CONTRACTOR the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

### 3. Delivery, Removal, and Exchanges

Within seven calendar days after receiving a Customers or Occupant's request for commencement or changes in Collection of Solid Waste, CONTRACTOR shall deliver Container of the Customer or Occupant's requested capacity or replace existing Container with substitute Containers of the Customer or Occupant's requested capacity. CONTRACTOR shall charge a fee according to the following:

#### a. *Starting or Stopping Service*

CONTRACTOR shall not charge for delivery or removal of Containers upon starting or terminating service.

#### b. *One Annual Exchange of Container Sizes*

CONTRACTOR shall exchange one or more Containers for one or more Containers of a different size if requested by Customer or Occupant once each Calendar Year at no extra charge.

For example, a Customer or Occupant may ask CONTRACTOR to exchange its 96-gallon Refuse and Recyclable Containers for 64-gallon Containers at no charge.

**c. *Multiple Exchanges of Container(s)***

If a Customer asks CONTRACTOR to exchange Container(s) more than once each Calendar Year as described in item b above, CONTRACTOR may charge the Customer the amount provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

CONTRACTOR shall inform the Customer of the fee prior to the exchange and give the Customer the option of waiting for the exchange until the next calendar year to avoid the charge.

**4. Repair and Replacement**

**a. *Identification/Reporting***

CONTRACTOR shall repair or replace damaged Carts that it observes damage when providing service and upon request from Director, Customer, or Occupant.

**b. *Fee***

CONTRACTOR will repair or replace Containers without cost except in the circumstances below. CONTRACTOR may charge the Containers' actual cost of repair or replacement:

- Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as damage when picked up for emptying because of excess weight or melted due to hot ashes inside. Director's determination of Occupant negligence is final.

**c. *Repair or Replacement***

CONTRACTOR shall repair or replace damaged Containers within two Service Days after CONTRACTOR observes the damaged Container or as requested by Director, Customer or Occupant. "Damage" includes missing or inoperable lids.

**5. Placement (Set-Out Site)**

CONTRACTOR shall arrange for the location of a Set-Out Site directly with Customer or Occupant. If no arrangement is made, then the default location is the curb of the street for the address of the Customer or Occupant or in the alley behind the Customer or Occupant's property. If CONTRACTOR Collects from any other location CONTRACTOR may be required to provide roll-out service under item I of this Exhibit.

CONTRACTOR shall return empty Containers upright and to their Set-Out Sites. CONTRACTOR shall not impede pedestrian or vehicular traffic. The Set-Out Site should be located at the curb or as otherwise provided in COUNTY Code Section 20.72.100, except during heavy rains when CONTRACTOR shall return Containers approximately two feet from the curb to keep the gutter unobstructed and prevent the Containers from being washed away.

**6. Inventory**

CONTRACTOR shall maintain an adequate inventory of Containers and lids of each type and capacity to provide to Customers and Occupants within two Service Days of request. When determining adequacy, CONTRACTOR shall consider the nature of Set-Out Sites. For example, Containers placed on unlevel Set-Out Sites, such as in mountainous areas without curb and gutter, may be damaged more frequently than those placed in level Set-Out Sites. Therefore, CONTRACTOR must maintain a larger inventory of Carts for those areas.

CONTRACTOR shall notify Director if inventory is inadequate, including an explanation of why inventory dropped below the two-Service Day standard. For example, CONTRACTOR might submit its timely order for Containers but receive them later than manufacturer originally represented due to manufacturer's backlog or other delay.

**7. Graffiti**

CONTRACTOR shall remove any graffiti and other markings that deface or detract from the aesthetic quality of the Containers within seven calendar days of its Vehicle drivers' or route supervisors' observation and report, or upon request of Director or any other person. If the graffiti is comprised of obscenities, removal shall be within two Service Days. Instead of removing graffiti or markings, CONTRACTOR may replace defaced Containers with clean Containers.

**8. Alternative Container Sizes**

If a Customer or Occupant requests alternate Container sizes, CONTRACTOR shall provide the type of Containers described in CONTRACTOR Documentation in Exhibit 3D. For the purposes of this CONTRACT, Carts with a capacity between 95 and 100 gallons are equivalent to 0.5 cubic yards. CONTRACTOR shall provide the number of alternative Containers having the same aggregate capacity as CONTRACTOR would have provided to that Occupant. For example:

- Three 32-gallon Carts instead of one 96-gallon Cart.
- One 64-gallon Cart and one 32-gallon Cart instead of one 96-gallon Cart.

**9. Additional Specifications**

CONTRACTOR shall provide to Occupant wheeled Containers compatible with automated collection vehicles having the specifications described in CONTRACTOR Documentation in Exhibit 3D.

**a. *Carts***

**(1) Color**

Cart bodies must be one color, approved by Director, with color coded lids. Lid colors shall distinguish the type of materials that go in each Cart such as black or brown for the Refuse Cart, blue for the Recyclables Cart, and green for the Green Waste Cart. If a Food Waste Cart is to be used, Director shall approve the proposed color.

As an alternative with approval from Director, the Refuse Cart body may be black, the Recyclables Cart body may be blue, and the Green Waste Cart body may be green, or other Director approved color.

**(2) Capacity**

CONTRACTOR shall provide Carts of an approximate capacity of 96, 64, and 32 gallons. If a Food Waste Cart is to be used, Director shall approve the proposed size.

**(3) Labeling of Body**

Containers shall clearly display CONTRACTOR's name in a reflective, contrasting color or other name, as approved by Director.

**(4) Labeling of Lids**

Cart lids shall be labeled similar to the template in item B1 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents.

**(5) Recycled Content**

Each plastic Cart shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials.

**b. Dumpsters**

The following conditions apply when Manure Dumpster service is provided.

**(1) Lids**

A lid shall prevent intrusion of rainwater, rodents, birds, and flies; shall prevent the contents from being carried or deposited by the elements onto the ground; and shall reduce the emission of odors.

**(2) Labeling of Body**

Dumpster bodies shall be labeled similar to template in item B2 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents. Examples of recyclables is an important part of educating Customers and Occupants.

**10. Customer or Occupant Declines a Portion of Collection Service**

A Customer or Occupant may decline Refuse, Recycling, or Green Waste Collection Services and therefore they may not need all three types of Containers, or may not need all the alternative Containers as provided for in Section D(1) of this Exhibit. Fees shall not be reduced for Customers declining a portion of the basic Collection services.

**11. Container and/or Cart Lids Purchase Option**

In the event of Breach or termination, COUNTY may purchase some or all Containers and/or Cart lids on the effective date of the contract termination Notice at a price equal to the then book value of Containers and/or Cart lids amortized straight-line over the initial seven-year Term of the CONTRACT. This includes Containers and/or Cart lids stored in CONTRACTOR's inventory for future use under the requirements of subsection 6 of this Section. CONTRACTOR shall transfer or assign to COUNTY all rights necessary to give COUNTY ownership, possession and use of Containers and/or Cart lids, including under any Containers and lid acquisition agreement.

**12. Bear-Resistant Carts**

If required under Exhibit 3A3, CONTRACTOR shall offer bear-resistant 96-gallon Carts.

**13. Manure Service**

If required under Exhibit 3A3, CONTRACTOR shall offer Manure Collection service from Manure-only Containers for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**14. Recyclables Cart with Gravity Lock**

Upon Customer request, CONTRACTOR shall sell Customer, with no financial gain to CONTRACTOR, Recyclables Carts with gravity locks to prevent scavenging, to Customer at the price listed on Attachment 7-2, Task 1 Service Fees of Exhibit 7. After selling Carts and transferring ownership to Customer, CONTRACTOR is no longer responsible for repair or replacement of the Carts. CONTRACTOR shall disclose to Customer and receive written acknowledgement from Customer, CONTRACTOR is no longer responsible for the sold Carts. If CONTRACTOR cannot give Director evidence of Customer's acknowledgment, CONTRACTOR shall continue to be responsible for repair or replacement of the Carts.

If CONTRACTOR is unable to Collect from Cart due to failure of the lock, CONTRACTOR shall require Customer to repair it, offer to repair it for a reasonable charge, or replace Cart with standard non-locking Cart at no charge.

CONTRACTOR is not obligated to deliver Recyclables Carts with gravity locks within seven days of request under subsection 3, but CONTRACTOR must deliver those Carts within 21 days of request.

**E. Vehicles**

**1. General**

CONTRACTOR shall provide Vehicles of appropriate number, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recycling, Green Waste, Bulky Items, and Abandoned Waste. CONTRACTOR shall also provide non-compacting Vehicles for the collection of E-waste, white goods, and any other materials that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents. CONTRACTOR shall comply with any additional requirements with respect to the Vehicles as set forth in Exhibit 3A3.



**2. Automation**

CONTRACTOR shall Collect Refuse, Recycling, and Green Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles for:

- a. Bulky Items including E-waste*
- b. Holiday trees*
- c. Solid Waste discarded at Set-Out Sites that are Difficult to Service*

**3. Fuel/Power**

Within the first six months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless CONTRACTOR Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

**4. Extra Vehicles**

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, complaints, and emergencies. Director may specify a minimum number of backup Vehicles.

**5. Maintenance**

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making noise or exhibiting other significant issues identified by Director.

**6. Vehicle List**

CONTRACTOR shall use only those Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up vehicles, using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change.

**7. Vehicle Billboards**

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or other dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Director-approved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising. Item B3 of Exhibit 16 includes examples of sign designs.

**8. Company Name**

CONTRACTOR'S name or other name, as approved by Director, and logo shall appear on all Vehicles.

**9. Vehicle Monitoring**

In all Vehicles used for Task 1 Services CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a camera on the Vehicle's dashboard, unless Director consents otherwise.

CONTRACTOR'S failure to provide reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

**a. Video Equipment**

CONTRACTOR'S automated Collection Vehicles shall be equipped with functioning, forward facing, or angled slightly to the right, video recording equipment to validate service complaints such as missed collections and other items that may be of interest to Director.

Video equipment must be recording once a Vehicle leaves the yard during days of operation. Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical. CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director. CONTRACTOR shall provide copies of videos and/or screen captures of a specific day, time, or for a specific location, within 48 hours of receiving Director request.

**b. *Global Positioning System (GPS)***

GPS data will be maintained by CONTRACTOR either directly or through a third-party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 14 calendar days or other duration approved by Director. CONTRACTOR shall provide copies of reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.).

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

**10. Special Vehicles**

See Exhibit 3A3 for possible special Vehicle requirements in this Service Area. This is likely only for areas with significant mountainous terrain.

**F. Solid Waste Transportation, Processing, Diversion, and Disposal**

**CONTRACTOR-Designated Solid Waste Facility.** CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in CONTRACTOR Documentation in Exhibit 3D for Processing, Diversion, or Disposal. CONTRACTOR may designate a Solid Waste Facility or Facilities that utilizes Conversion Technology or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Director will review information such as fees, distance, recycling rates, ability to Recycle Recyclables. Director may conditionally approve taking Solid

Waste to a facility that charges more by not allowing the increased cost to be passed down to the Customer.

Director reserves the right to direct Solid Waste to a specific site or facility upon CONTRACT with CONTRACTOR. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs following delivery of materials to a COUNTY-designated Solid Waste Facility instead of to a CONTRACTOR-selected Solid Waste Facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

## G. **Recyclables**

**Recyclables** means Solid Waste that may potentially be Diverted from disposal (excluding Green Waste and Manure).

### 1. **Scavenging - Discouragement**

CONTRACTOR shall use Reasonable Business Efforts to enforce the "Collection by Unauthorized Persons" law, pursuant to Public Resources Code Section 41950, et seq., and COUNTY Code Chapter 20.72.196 ("anti-scavenging laws"), including the following:

Marking recycle Containers with language that the materials are to only be picked up by CONTRACTOR as the "authorized agent" and that CONTRACTOR is picking up the material for recycling purposes.

Orally advising any person, other than CONTRACTOR, observed removing recyclable materials which have been segregated from Solid Waste materials and placed at a designated collection location for the purposes of collection and recycling that such conduct is a misdemeanor, per COUNTY Ordinance, and carries civil penalties.

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than \$2,000 whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(a);

Instituting civil actions against a Person alleged to have violated California Public Resources Code Section 41950 for a second, or subsequent time in a 12-month period, for treble damages, as measured by the value of the material removed, or a civil penalty of not more than \$5,000, whichever is greater, for each unauthorized removal, in accordance with California Public Resources Code Section 41953(b); and

Taking actions under COUNTY Code Section 20.72.196 to discourage Scavenging.

**2. Prohibition on Mixing Recyclables, Green Waste, and Refuse**

Unless CONTRACTOR is obligated under this CONTRACT or approved by Director to conduct a single-pass for certain Occupants per Section 4B (such as on a private road) to process Refuse for recovery of Recyclables, or unless as otherwise approved by Director, CONTRACTOR shall not:

*a. Mix the contents Collected from Recyclables, Green Waste, and Refuse Containers; or*

*b. Dispose of Recyclables or Green Waste Collected, except for:*

- (1) Incidental amounts of Recyclables or Green Waste that an Occupant commingles with discarded Refuse;
- (2) Green Waste used as alternate daily cover that is considered Diversion; or
- (3) Contaminated Recyclables or Green Waste that cannot be Diverted using Reasonable Business Efforts if CONTRACTOR has previously exercised Reasonable Business Efforts to provide Occupant education with respect to reducing that contamination.

**3. Residuals**

*a. Minimize Quantity of Residuals*

CONTRACTOR shall not produce a significant quantity of Solid Waste residuals remaining after processing Recyclables as determined by Director, including considering operating and recovery efficiencies and maximum levels of residuals that CalRecycle may establish to qualify the processing as Diversion.

*b. Maximize Diversion of Residuals*

CONTRACTOR shall use Reasonable Business Efforts to Divert residual Solid Waste remaining after processing Recyclables.

**4. Diversion of Recyclables**

CONTRACTOR shall Divert all Recyclables whether Diversion is a net cost or profit.

**5. Recyclable Materials**

- Aluminum and metal cans;
- Newspaper;

- Glass jars and bottles;
- Tin cans;
- Plastic soda bottles;
- Plastic milk and water jugs;
- Plastic bags (e.g., bread, frozen food, grocery bags);
- Type No. 1 plastic containers (PET-polyethylene terephthalate);
- Type No. 2 plastic containers (HDPE-high density polyethylene);
- Type No. 3 plastic (PVC-Vinyl or Polyvinyl Chloride);
- Type No. 4 plastic (LDPE-Low Density Polyethylene);
- Type No. 5 plastic (PP-Polypropylene);
- All types of paper (e.g., office paper, junk mail, magazines);
- Corrugated cardboard;
- White goods (such as those listed in the definition of Bulky Items);
- Paper coated with plastic or aluminum foil (milk and juice cartons);
- Mattresses, excluding those made mostly of foam.

## **6. Changes to Recyclable Materials List**

Director may add or delete materials from item 5 of the previous section to the list upon Notice to CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft notice informing Customers of changes in materials. Following COUNTY'S approval, CONTRACTOR shall distribute those notices to Customers and Occupants in the manner that Director requests in accordance with Item K4b of this Exhibit.

CONTRACTOR may request an adjustment to the Service Fee under item B1 of Exhibit 7, Change in Contract Services, including submission of documentation supporting the adjustment, to the Director. Director and CONTRACTOR must agree on the adjustment.

Examples of adjustments (or no adjustments) might be:

- No Adjustment
  - No incremental or net cost of Collection or Processing.
- Possible Adjustment
  - Incremental cost of acquiring new containers, establishing additional Set-Out Sites, and adding an additional Collection route, not offset by materials sales.
  - Additional cost to Process material.

## **H. Special Services**

CONTRACTOR shall provide the services prescribed in this Section without additional cost to Customers or charge to COUNTY except for subsection E of this Exhibit, Additional On-Call Pickup with Additional Cost.



**1. Holiday Tree Collection**

For a minimum of three weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all Holiday trees, such as Christmas trees and Hanukkah bushes stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. All materials collected shall be recycled to the maximum extent feasible.

**2. Annual Curbside Cleanup Event**

Once each Calendar Year, CONTRACTOR shall Collect up to 20 Bulky Items or bagged/bundled Excess Solid Waste, discarded at each Set-Out Site by the Occupant, including Construction and Demolition debris which is limited to two 70-pound bags, containers, or bundles. Any Construction and Demolition debris or other items not Collected shall be tagged with a Non-Collection Notice explaining the reason for it not being removed.

CONTRACTOR shall use Reasonable Business Efforts to ensure that this event is held the same weekends as previous year and no changes shall be made without Director's approval. The designated date is in item C of Exhibit 3A3. CONTRACTOR shall schedule events in succeeding Saturdays assigning one Service Day for each Saturday, except on a Holiday weekend and the following weekend if Collection service was delayed and Friday service is now on Saturday. CONTRACTOR shall avoid Holiday weekends and other weekends with celebrations or parades. Multiple Service Days may be combined into one Saturday upon approval by Director.

CONTRACTOR shall provide Director with information regarding the event such as route maps with starting and ending points, primary contact person, and other information requested by Director one week prior to the day of each event.

CONTRACTOR shall instruct Occupants to place their items at the Set-Out Site prior to 6 a.m. of the day of their event. CONTRACTOR shall start the event no earlier than 6 a.m. and end by 6 p.m. on the Saturdays during the event, or as instructed by Director.

CONTRACTOR shall anticipate that some Occupants will place items at the Set-Out Site after 6 a.m. and after CONTRACTOR has passed that Occupant's home. Therefore, prior to the end of each day's event, CONTRACTOR shall take a second pass over the entire Collection to identify remaining discarded materials. CONTRACTOR may use any Vehicle, such as automobiles or pickup trucks, and not necessarily Collection Vehicles. If CONTRACTOR finds any discarded material, CONTRACTOR shall collect it

that same day. Any items in the public right-of-way after CONTRACTOR has returned one time are considered Abandoned Waste.

CONTRACTOR may be required, upon oral or text message request of Director to return to any event route and Collect discarded materials left out at the Set-Out Site. This shall be accomplished on the same day of the request. If Director makes such a request, it shall not be considered a violation of the service hours.

**3. Bulky Item and Excess Solid Waste Collection**

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit, CONTRACTOR shall Collect Bulky Items and excess waste discarded at the Set-Out Site as specified in item B of Exhibit 3A3.

**4. Priority Pickups at Director's Request**

Each Calendar Year, CONTRACTOR shall Collect unlimited amounts of Solid Waste Discarded in the Public Right-of-way according to circumstances below.

**a. *End of Next Service Day***

20 times by the end of the next Service Day after Director's request or other time agreed to between Director and CONTRACTOR.

**b. *Same Day***

10 times on the same day of Director's request.

**5. Special Cleanup Events Services**

At Director's request, CONTRACTOR shall provide Containers such as roll-offs, Bins, Carts, Dumpsters, Cardboard boxes in type, number, and capacity (up to 80 cubic yards) for discards of Solid Waste at up to six community cleanup projects or public events located throughout the Service Area during any 12-month period. CONTRACTOR may be required to replace filled Containers during the event if directed to do so by Director prior to the event, and shall be responsible for removing any Refuse that is left alongside of, rather than inside, the Containers. CONTRACTOR shall collect Containers at the end of the event, the next day, or other date agreed to between Director and CONTRACTOR. Event participants will be instructed to gather bags into piles at the end of the event. CONTRACTOR shall provide all the necessary staffing, labor, Vehicles, Containers, and other equipment, and materials or supplies (such as plastic bags in portable containers).



**6. Sharps Collection**

Within one week of a Customer or Occupant request, CONTRACTOR shall provide the Occupant, without charge, with the following:

**a. *Four Sharps Containers per Year***

A Sharps Container that has at least a one-gallon capacity (up to four per Contract Year) for discard of Sharps in accordance with any Federal, State, and local laws and regulations; and,

**b. *Collect or Pre-Paid Mailer***

CONTRACTOR shall also collect Sharps Container or provide a prepaid postage container for mailing back the approved Sharps Container in accordance with any Federal, State, and local laws and regulations.

CONTRACTOR shall collect, transport, and Dispose of materials, without charge, in accordance with any Federal, State, and local laws and regulations.

**7. Mulch and Compost Giveaway Program**

CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips) and Compost (no tire shreds) at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR shall and use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area.

See Item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste. (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)

**a. *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.

**b. Delivery**

In lieu of a pickup event, CONTRACTOR may deliver bagged Mulch and Compost, with Director approval. CONTRACTOR shall provide all the necessary staffing, Vehicles, and bags. Within one week after Occupant request, CONTRACTOR shall deliver mulch and/or Compost to that Occupant's address.

**I. Roll-Out Services for Containers**

CONTRACTOR shall provide manual Container roll-out for all or a portion of Collection at the request of any Customer for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7 and without additional charge for Elderly or Disabled Occupants. Elderly or Disabled Occupants must certify to CONTRACTOR that there is no able-bodied individual in the household who can move the Cart to the Set-Out Site. The roll-out service may be any one of the three services described below.

Subject to Director review and approval and further subject to CONTRACTOR'S obligations under Part 9C of Exhibit 5, CONTRACTOR may require those Customers and Occupants who subscribe to roll-out services to sign an agreement containing an indemnification of CONTRACTOR and COUNTY, for any claim related to, or arising from the roll-out service, other than the sole negligence of the indemnified party.

**1. Full Service (Up to 50 feet) Carts**

This service is for a typical urban Single-Family Home, or similar, to move the Carts from near the home, to the street, and back again. The roll-out shall be on paved, relatively flat surfaces at a distance up to approximately 50 feet from the Set-Out Site to the Occupant's on-site storage location, measured along the route the Container must travel. This service shall be for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

These services include the following:

**a. Move Carts**

Moving Carts from their storage location to the Collection Vehicle and returning them to their storage location. CONTRACTOR shall not leave Carts in the street for more than one hour; and

**b. Carry Bulky Items**

Carrying Bulky Items or E-waste from outside, adjacent to a building out to the curb that was called in for Collection by Customer or Occupant. CONTRACTOR shall not be required to remove Bulky Items or E-waste from inside a residence or business.

## **2. Extended Full-Service Carts**

This service is the same as the services in Item 1, Full Service in this Section but with either of the extenuating circumstances below for the charge to be negotiated with Customer. If CONTRACTOR and Customer are unable to agree on a reasonable extra fee, Director shall determine the appropriate amount.

### **a. *Long Driveways.***

Driveways longer than 50 feet of distance between the Set-Out Site and the Occupant's on-site storage location.

### **b. *Unpaved or Steep Driveways.***

Conditions of the property such as the surface of the driveway is unpaved or very steep, prevents one person from safely rolling the Cart or two people from safely carry a Bulky Item.

## **J. Method of Payment for Task 1 Services**

CONTRACTOR shall bill Customers directly for Task 1 Services in accordance with Section 7.

## **K. Transition Roll-Out Plan**

At least 30 days Prior to the Execution Date, CONTRACTOR shall provide to Director for approval a start-up transition and Container roll-out plan, including both time line and tasks. CONTRACTOR shall submit a plan in accordance with item B19 of Exhibit 3D, and shall address items such as:

- Ordering Vehicles and/or Containers;
- Vehicle and/or Container delivery from manufacturer;
- Container assembly;
- Distributing Containers to Customers and Occupants;
- Public outreach and education activities;
- Determining routes;
- Training route drivers;
- Collecting old Containers; and
- Commencement date of Collection.

CONTRACTOR shall implement the approved start-up transition roll-out plan for an orderly transition of refuse services from one contractor to another.

CONTRACTOR shall cooperate and work with outgoing and future contractor of Task 1 Services to ensure a smooth transition. CONTRACTOR shall agree that if necessary for the orderly transition of Collection services to:

- Collect Solid Waste from outgoing contractor's Containers;
- Allow outgoing contractor to collect from Containers;
- Service, remove, and store outgoing contractor's Containers after transition;
- Allow future contractor to collect from Containers after the termination of Contract; and
- Continue Occupant's services, container quantity and sizes, and discounts from outgoing CONTRACTOR'S Customer service list, including not providing Containers to addresses not utilizing outgoing CONTRACTOR'S services.

Director shall have the final say to require transition services agreement between outgoing CONTRACTOR and future contractor.

#### **L. Public Education and Outreach**

CONTRACTOR shall develop, disseminate, and conduct comprehensive public education and outreach regarding services to maximize Diversion of Recyclables, Green Waste, Bulky items, Sharps, and E-Waste. CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials, as required in item F of Section 4. The public education and outreach components shall include but not be limited to the following:

##### **1. Customer Terms and Conditions**

Before commencing Task 1 Services and annually thereafter by July 1, CONTRACTOR shall provide a Terms and Conditions to Customers and Occupants, substantially in the form included in Exhibit 16 and approved by Director.

CONTRACTOR shall distribute to Customers and Occupants a copy of the Terms and Conditions upon request.

Director may change the form and content of Terms and Conditions from time to time after Notice to CONTRACTOR. CONTRACTOR may change the form of Terms and Conditions only with Director's prior written consent in accordance with item L1.

##### **2. Service Brochure(s)**

Before commencing Task 1 Services and to each new Customer and Occupant, and annually throughout the CONTRACT term, CONTRACTOR shall provide a service brochure to Customers and Occupants, specifically

in the form included in item D of Exhibit 16, which must include at a minimum, all the following items:

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;
- CONTRACTOR'S Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the Customer's or Occupant's service complaint is not satisfactorily resolved;
- Description of Green Waste and items (such as palm fronds) that do not comprise Green Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

### **3. Community Meetings/Events**

#### ***a. Prior to Start of Contract***

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings to explain hauler transition, if applicable, and new Task 1 Services to Customers and Occupants in the Service Area:

- Up to three on weekday evenings;
- Up to three on separate Saturdays; and
- Director may modify number, date, and time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements at least three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting at least two weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit. CONTRACTOR shall use address list provided by Director or a Director approved list provided by the previous contractor.

#### ***b. Upon Director Request***

CONTRACTOR shall attend up to 20 community meetings/events per Contract Year upon Director's request. Examples include local

fairs or civic events with individuals, Customers and Occupants, community organizations, city councils, town councils and any other groups named by Director. CONTRACTOR shall take any or all the following actions at the meetings/events, approved by Director:

(1) **Operate Recycling Information Booths**

CONTRACTOR shall operate recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 CONTRACTOR-provided reusable bags available, pamphlets, and other items that encourage participants to recycle, reduce, reuse, and/or Divert Solid Waste.

Additionally, upon Director request, CONTRACTOR shall order and provide up to \$500 worth of miscellaneous promotional items such as miniature recycling carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a special event or Director may distribute these items at any events.

(2) **Other Activities/Actions**

CONTRACTOR shall conduct other similar activities and take other similar actions requested by Director.

**4. Written Notices and Outreach Materials**

**a. *Prior to Beginning Task 1 Services***

(1) **Letter From Director**

Within 30 days after the Award Date or other date designated by Director, CONTRACTOR shall print and mail letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

(2) **Letter From CONTRACTOR**

Within 60 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and mail a letter to all Customers and Occupants introducing themselves, explaining the transition, and announcing upcoming community meeting dates, and other pertinent information.

**b. Upon Start of Task 1 Services and Annually**

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce paper waste, it is desired to use new methodology to take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through traditional quarterly newsletters or via “monthly” text or e-mail messages. Such educational materials include:

**(1) Articles**

A minimum of four times and up to eight times per Contract Year, CONTRACTOR shall develop a bilingual article with color graphics containing information that encourages recycling and to educate Customers and Occupants of Task 1 Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of carts including during heavy rains
- Holiday Tree collection instructions
- Organics and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse recycle rethink
- Carts left in street
- Unpermitted Waste disposal
- New solid waste laws
- Articles specific to Service Area such as bear carts, palm fronds, or manure
- Other articles upon the request of Director

**(2) Special Announcements**

CONTRACTOR shall develop and deliver, as set forth in item L4b(4) of this Exhibit, outreach notices to Customers and Occupants on various events, upon receiving approval from Director, including and not limited to:

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule
- Compost/Mulch Giveaway Event
- Smart Gardening Workshops



- Holiday Collection schedule
- Billing reminders, upon Customer request\*
- Service interruptions\*
- Non-collection notices\*
- Sharps pickup
- Other notices upon the request of Director

\* *These are limited to text or e-mail messages and are not applicable to newsletters.*

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, notice of each announcement to Customers and Occupants, except as related to billing reminders, service interruptions, and non-collection notices. Upon Director's request, CONTRACTOR shall use artwork, layout, or notices, provided by Director.

### (3) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers and Occupants:

#### (a) Newsletters

CONTRACTOR shall develop one-page (additional page(s) for Spanish, if required by Director) newsletters in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. CONTRACTOR shall make newsletters for 8.5-inch by 11-inch or 8.5-inch by 14-inch sized paper, whichever is appropriate, as requested by Director. Once per year, Director may request a second English page be added to newsletter.

#### (b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or newsletters for Customers and Occupants who request them. For example, in late December send a text worded, "Have a holiday tree to get rid of? [Click here.](#)", with a link to an article about holiday trees. When there is an HHW Collection Event nearby, send a text worded, "Leftover household chemicals, paint, or used oil to get rid of? [Click here.](#)" Messages shall be sent approximately monthly plus special announcements as necessary.



(4) **Delivery of Written Materials to Customers and Occupants**

CONTRACTOR shall deliver general materials (such as notices and newsletters) Customers and Occupants by any or all the following means approved by Director:

- U.S. Postal Service;
- Door-to-door delivery service;
- Insert in monthly Customer bills\*;
- Electronic mail (E-mail)\*;
- Text messages\*;
- Other means approved by Director

\* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants.

CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) **Social Media**

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Task 1 Services by current social media and the following means approved by” Director, such as: Facebook, Twitter, Instagram.

**5. Additional Outreach**

CONTRACTOR shall visit in-person, call, send an e-mail or text, or other means to inform a Customer or Occupant of services or issues, as requested by Director. For example, CONTRACTOR shall speak to an Occupant that contaminates a Container or frequently leaves a Bulky Item at the Set-Out Site without calling to request Collection.

**6. Bilingual Correspondence**

CONTRACTOR shall develop all written materials in both English and Spanish, if required by Director.

**7. Outreach to Dumpster Service Customers**

As less Refuse is generated through waste reduction or Diversion practices, smaller volume Refuse Carts may be an option that Dumpster service customers may not have previously considered.

Upon Director request, CONTRACTOR shall visit in-person or mail Dumpster service customers to inform them of the option to use Carts through this CONTRACT, within 30 days of Commencement Date and annually thereafter. CONTRACTOR may also visit in-person as an alternative or in additional to mail. Director will provide an address list. Director approval is required for all written materials. Written materials shall consist of a letter and a color brochure with inserts.

While this service is not likely to be requested by Director at the beginning of the Contract, it may be requested later.

**M. CONTRACTOR Commitments Made in Proposal**

CONTRACTOR shall fully and timely satisfy any additional Performance Obligations set forth in item B18 of Exhibit 3D from its proposal to Director for procurement of this CONTRACT.

**N. Additional Performance Obligations Specific to this Service Area**

CONTRACTOR shall fully and timely satisfy any Performance Obligations specific to this Service Area that are listed in Exhibit 3A3.

**O. Difficult to Service**

If CONTRACTOR is unable to Collect Refuse, Recyclables, Green Waste, and/or Green Waste with a standard automated Collection Vehicle, CONTRACTOR shall use an alternative size or type of Vehicle as necessary including manual or other form of Collection to ensure Task 1 Services. Additionally, CONTRACTOR may be able to use a standard Collection Vehicle but the rate of Collection is significantly slower. Difficult to service areas include those with narrow streets, alleys and bridges, one-way narrow streets, steep roadway gradients, limited roadway curve radii (tight curve), thin pavement thicknesses, unimproved (dirt) roadway surfaces, and variable vertical and horizontal clearances.

A list of difficult to service addresses is in item C2 of Exhibit 16 and a map of the areas are in item A3 of Exhibit 16. The list is subject to change upon written notification by Director or upon request by CONTRACTOR and approval by Director. CONTRACTOR shall charge a difficult to service fee per rate schedule in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

See Exhibit 3A3 for possible additional details.

**P. Organics**

This CONTRACT includes the Collection of Food Waste as part of the Refuse. However, it is anticipated that prior to the termination of this CONTRACT, COUNTY will have a desire to Divert Organics. At that time, COUNTY may choose to do any of the following:

- Negotiate with CONTRACTOR for a mutually agreed fee to submit and implement a plan for approval and provide for the Collection, transportation, and Diversion of Organics, or

- Terminate CONTRACT if COUNTY and CONTRACTOR are unable to agree upon a fee for the service, or
- Keep CONTRACT with CONTRACTOR but solicit bids and authorize a new contract for the Collection, transportation, and Diversion of Food Waste.

**EXHIBIT 3A2 -Task 2 Services  
Abandoned Waste Collection Services  
And  
Public Receptacle Collection Services**

**A. Abandoned Waste Collection, Transportation, and Diversion/Disposal**

**1. Service Locations and Times.**

CONTRACTOR shall keep the Public Right-of-Way in the Service Area free of Abandoned Waste. The goal is to have any Abandoned Waste for as short of a time as possible, using Reasonable Business Efforts, but never more than seven calendar days. CONTRACTOR shall do all the following as further provided under this subsection, unless Director otherwise requires:

**a. *Monitor***

CONTRACTOR shall monitor the Service Area for Abandoned Waste while providing all Contract Services, except for Hot Zones under subsection 5, which CONTRACTOR shall monitor daily. CONTRACTOR may use the drivers of its Refuse, Recyclables, and Green Waste Collection Vehicles; route supervisors, or a separate crew.

**b. *Document***

CONTRACTOR is always required to provide the number of incidents and the location of Abandoned Waste but not required to provide photo evidence of removal except in the following events:

- Director' request
- CONTRACTOR request for additional compensation.

In all other events, CONTRACTOR shall provide the following evidence:

- **More Than Four Cubic Yards:** photos of the excess waste.
- **More Than Expected Incidents:** photos of the waste collected at more than the expected incidents of pickups

**c. *Remove***

CONTRACTOR shall Collect, transport, and Divert or Dispose of all Abandoned Waste, in unlimited amounts, within the following times:

- On the same day as automated Collection specified in Task 1 Services, in item B4 of Exhibit 3A1, Sweep of the entire Service Area;
- By the end of the second Service Day after a request by Director or any Person;

- By the end of the next Service Day after observation by CONTRACTOR, or request by Director or any Person, for items blocking or hindering passage, or items posing a potential health and/or safety hazard;
- By the end of the next Service Day after Director's request for removal of Abandoned Waste at up to 20 locations each Calendar Year,
- By the end of the same Service Day of Director's request for removal of Abandoned Waste at up to five locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under Subsection A5.

**d. Clean**

CONTRACTOR shall sweep or otherwise clean and Collect all loose litter and debris within three feet of an item of Abandoned Waste.

**"Service Area"** means the area mentioned in the title of this CONTRACT, as described in described in item A (Maps) of Exhibit 16.

**"Public Right-of-Way"** includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
  - sidewalks,
  - and between a sidewalk and street, and
  - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

**"Abandoned Waste"** means Solid Waste discarded or dumped on the Public Right-of-Way in the Service Area, including palm fronds, but excluding litter.

**2. Miscellaneous Requirements**

**a. Alternative Vehicles**

If obstacles impede the progress of Refuse Collection Vehicle such as low, hanging wires; protruding vegetation; and leaning fences, CONTRACTOR shall use alternative Vehicles and equipment.

**b. *Unpermitted Wastes***

If CONTRACTOR identifies any Unpermitted Waste, CONTRACTOR shall immediately follow its Unpermitted Waste Protocol in accordance with item A of Section 13.

**c. *Very Large Items***

If CONTRACTOR identifies any item of Abandoned Waste that is too large to Collect in its Refuse Collection Vehicles, it may ask Director for Road Maintenance Division's help.

**d. *Comprehensive Service***

Service under this Section includes the furnishing of all labor, supervision, administration, material, and equipment.

**3. No Longer Used**

**4. Abandoned Waste and Litter in Alleys**

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness.

If the Service Areas does not currently have any alleys requiring service, then the miles listed in item C1 of Exhibit 16 will be 0 or n/a. Director may add alleys.

**5. Daily Clean up in Hot Zones**

CONTRACTOR shall monitor, remove and clean up Abandoned Waste in Hot Zones daily, Monday through Friday (or the day after a Holiday) between the hours of 7 a.m. and 6 p.m. for the following locations:

- The locations of Hot Zone are shown in item A2 of Exhibit 16.
- If there are no Hot Zones, then the feet listed in item C2 of Exhibit 16 will be 0 or n/a. Examples of Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste.
- Director may amend item A2 and C1 of Exhibit 16 upon Notice to CONTRACTOR, including increasing the existing route length by up to 125 percent. Amendments are subject to agreement with CONTRACTOR on adjusting CONTRACTOR'S compensation, except for the rate per foot which will not be adjusted.

**6. Payment**

COUNTY will pay CONTRACTOR the fee for monitoring and Collecting Abandoned Waste as provided in item C of Section 7, even though under COUNTY Code the cost of removing Abandoned Waste is the responsibility of the person, if known, who discards the waste.

If CONTRACTOR believes that it knows the probable identity of the person who discarded the Abandoned Waste, it shall take a photograph of the Abandoned Waste and discard site. CONTRACTOR shall send the photo to Director along with other information on which it bases its belief. Even if CONTRACTOR identifies who discarded the Abandoned Waste it must nevertheless Collect that Abandoned Waste under this Exhibit.

**B. Public Curbside Receptacles Collection Service**

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the clean-up, Collection, transportation, Diversion/Disposal, and management of discards from designated public curbside receptacles, in unlimited quantities, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item C3 of Exhibit 16 contains a map of the locations.

**1. Collection**

CONTRACTOR shall collect discards from public curbside receptacles by removing the plastic bag and its contents from the inner liner and replacing with a new plastic bag or removing the Refuse or Recyclables from the bag if there were only a few items inside. CONTRACTOR shall supply and use its own plastic bags. The public curbside receptacles are furnished by COUNTY, located along business districts with high pedestrian activity. A public receptacle may include one intended for pet waste. The quantities and locations of the applicable public curbside receptacles are identified on item C3 of Exhibit 16 and may be subject to change by Director.

**2. Maintenance**

As needed, CONTRACTOR shall also clean and wipe down the outside and liner of the public curbside receptacles as well as clean and Collect, all loose litter and debris, within three feet of the base of the public curbside receptacles, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The standard of cleanliness shall be that no odors once waste is removed and no visible spills, stains, markings, dust, or dirt on the inside or outside of the receptacles. At a minimum, receptacles are to be cleaned every two weeks. CONTRACTOR shall carry on each truck, rags and hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

CONTRACTOR shall notify Director of the presence of any graffiti or other markings that deface or detract from the aesthetic quality of the public receptacles. If the graffiti is comprised of obscenities, notification shall be within 24 hours.

If any plastic liner is damaged beyond repair, such liner shall be replaced at CONTRACTOR's expense.

**3. Collection Schedule**

**a. *Standard Public Receptacles***

CONTRACTOR shall collect discards from the non-compactor public curbside receptacles, twice per day, Monday through Saturday, with the first collection occurring between the hours of 7 a.m. and 9 a.m., and the second collection between the hours of 2 p.m. and 4 p.m. Director reserves the right to reduce the frequency of collection throughout the District at any time during the term of this CONTRACT at the sole discretion of Director. See Exhibit 3A3 for possible modifications to the days or times.

**b. *Solar Compacting Public Receptacles***

CONTRACTOR shall collect discards from the solar compacting public curbside receptacles as-needed, Monday through Saturday, based on the need indicated on the Internet based monitoring software. The schedule shall not be more frequent than twice per day or longer than seven days for receptacles with Refuse.

**4. Other**

**a. *Adjustments to Quantity and Location***

In the event the quantities and locations of the public curbside receptacles or the type of Solid Waste discarded in those receptacles change during the term of this CONTRACT, Director will notify CONTRACTOR of such change in writing. Collections from any additional public curbside receptacle or reduction in public curbside receptacles will be adjusted at the Annual Total identified on Attachment 7-3 Task 2 Service Fees but the rate for individual receptacles will not be adjusted. The number of receptacles over the Term may be increased by up to 125 percent of the current number which includes doubling the number of receptacles at the time this CONTRACT is Executed, to add Recycling plus 25 percent more for new locations.



**New or Additional Receptacles.** If the Service Area does not have any designated public curbside receptacles as of the Execution Date, the number listed in item A6 of Exhibit 16 will be 0 or n/a.

CONTRACTOR will Collect Refuse in additional receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under Section 3B.

**b. *Solar Refuse/Recyclables compactors***

Director reserves the right to replace the current public curbside receptacles with solar Refuse/Recyclables compactors. In the event the current receptacles are replaced, the cost for servicing and maintaining cleanliness of each compactor shall remain the same as the current cost for servicing each public curbside receptacle.

**c. *Verification***

If the public receptacles have a service log sheet inside, CONTRACTOR must sign, date, and record the time of collection service or indicate the receptacle was empty upon inspection and record when the receptacle was cleaned.

**d. *Receptacle Locks***

CONTRACTOR shall keep all receptacles locked to prevent access by the public. Director shall furnish keys.

**e. *Damaged Receptacles***

CONTRACTOR shall report damage to the receptacles with 48 hours of observing such damage. Damage includes but is not limited to missing components or malfunctioning parts. CONTRACTOR shall not attempt to repair any receptacles, except for plastic liners. Liners are CONTRACTORS responsibility to repair or replace regardless of the cause of damage.

**f. *Recyclables.***

As of the Execution Date designated public curbside receptacles in the Service Area primarily contain Refuse. CONTRACTOR will Collect and Divert Recyclables discarded in existing or additional Recyclable receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under Section 3B.

### C. **Abandoned Cart, Dumpster, or Roll-Off Removal**

At the request of Director, CONTRACTOR shall, at no charge to COUNTY:

- Remove any container, including cans, carts, dumpsters and roll-off bins that COUNTY deems abandoned, within two Service Days, whether they are CONTRACTOR'S Containers or third parties'.
- Arrange for the Disposal or Diversion of Solid Waste within the container.
- Reuse, recycle, or resell container.
- Notify Director to confirm removal.

### D. **Vehicles**

#### 1. **General**

CONTRACTOR shall be responsible for providing all Vehicles of appropriate sizes, capacities, and functions required for the Collection of Solid Waste and for ancillary services that are sufficient in number and capacity to efficiently perform the work required by this CONTRACT. CONTRACTOR shall also be required to provide non-compacting Vehicles for the collection of E-waste and white goods, which may contain chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street and shall be equipped with an adequate shovel, broom, and petroleum absorbent agents.

#### 2. **Fuel/Power**

Vehicles used for Collection must use LNG (liquid natural gas) or CNG (compressed natural gas) fuel, or other alternatives to diesel fuel, as approved by Director unless CONTRACTOR Documentation provides otherwise with respect to Collection at Premises that are difficult to service as permitted in item O.

#### 3. **Extra Vehicles**

CONTRACTOR shall have available sufficient back-up Vehicles for each type of Collection Vehicle used to respond to breakdowns, complaints, and emergencies. Director may specify a minimum level of backup equipment required.

#### 4. **Maintenance**

CONTRACTOR Vehicles used in the Service Area shall, always, be kept reasonably clean, in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain records of inspections and maintenance of all mechanical equipment used in providing

the required services in the Service Area to ensure that all collection Vehicles are safe to operate within the Service Area at all times in accordance with the requirements promulgated by COUNTY of Los Angeles Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. All inspection and maintenance records shall be open to inspection by Director and provided upon request. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition such as one that is experiencing excessive breakdowns resulting in service delays, leaking fluids, or other significant issues.

**5. Vehicle List**

Only those Vehicles submitted to and approved by Director shall be used in the Service Area. CONTRACTOR shall submit a complete list of Vehicles using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change. Extra Vehicles intended as a backup shall be included.

**6. Company Name**

CONTRACTOR'S name or other name, as approved by Director, and logo shall appear on all Vehicles.

**7. Vehicle Monitoring**

CONTRACTORS shall utilize appropriate technologies (software and hardware) to meet Director's requirements for field operations location reporting. All Vehicles used for collection for Task 2 Services (abandoned waste, public receptacles, etc.) shall be equipped with data recording capabilities to capture video and route data from global positioning system (GPS) devices. There are inexpensive consumer dashboard cameras on the market that will record video and GPS location to meet this requirement. The use of any Vehicles to Collect Solid Waste without monitoring equipment requires Director's consent.

Failing to provide requested reports for any reason will be considered an admission of guilt for the purposes of investigating CONTRACT service commitments. For example, if Director requests a report to verify Collection occurred on a certain block, Director will have no way of knowing if CONTRACTOR intentionally deleted data to not incriminate themselves and therefore, the block will be considered not serviced if documentation is not provided and the action will be subject to Liquidated Damages both the failed collection and for failure to submit the requested report.

**a. Video Equipment**

CONTRACTOR'S automated Collection Vehicles shall be equipped with functioning, forward facing, or angled slightly to the right, video recording equipment to validate service complaints such as missed collections, alley cleaning, and other items that may be of interest to Director.

Video equipment must be recording once a Vehicle leaves the yard during days of operation. Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical. CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director. CONTRACTOR shall provide copies of videos and/or screen captures of a specific day, time, or for a specific location, within 48 hours of receiving Director request.

**b. Global Positioning System (GPS)**

This data will be maintained by CONTRACTOR either directly or through a third party service. The GPS shall be capable of tracking a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall generate reports. CONTRACTOR shall retain all data for a minimum of 12 calendar months or other duration approved by Director. CONTRACTOR shall provide copies of reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.).

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be every 1-minute for fully automated Collection and every ten seconds for other Collection Vehicles, when within the Service Area.

**E. Homeless Encampments**

CONTRACTOR acknowledges:

- Homeless Encampments are temporary and homeless individuals are transient, and
- Homeless Encampments are not Customers and therefore Solid Waste generated and discarded in the Right-of-Way is considered Abandoned Waste, and

- Public health and safety requires that Solid Waste generated in Homeless Encampments must be removed not only when individuals abandon a Homeless Encampment, but also when they occupy it.

CONTRACTOR shall not enter a Homeless Encampment or remove anything from a Homeless Encampment except upon Director request. CONTRACTOR shall not remove any Unpermitted Waste, including biological or hazardous waste.

**1. Abandoned Homeless Encampments**

Within two business days of Director request, CONTRACTOR shall Collect, transport, and Divert or Dispose of, all Solid Waste discarded in a Homeless Encampment that has been abandoned and identified by Director. CONTRACTOR shall Collect Solid Waste, including litter and Abandoned Waste whether it is discarded in containers or on the ground. CONTRACTOR will provide that Contract Service in accordance with COUNTY policy. For example, COUNTY policy may require CONTRACTOR to place Abandoned Waste and other discards in containers and deliver them to a storage facility pending a retrieval by the individual owner. As part of these Contract Services, CONTRACTOR shall provide all equipment such as Container (including such as Carts, Dumpsters and roll-off bins) and Vehicles (including as Refuse Collection and flatbed trucks), and labor.

**2. Occupied Homeless Encampments**

Upon Director request, CONTRACTOR shall keep the Public Right-of-Way near Homeless Encampments occupied by individuals, free of Abandoned Waste. This is to be accomplished using 96-gallon Carts, 4-cubic yard Dumpsters, and/or cardboard event boxes along with providing Sharps containers.

**a. *Container Distribution***

CONTRACTOR shall place Containers (including Carts and Dumpsters), and/or cardboard boxes, in a safe and accessible location, in CONTRACTOR's judgment. Local homeless support groups may be able to assist in distribution, but that service is not guaranteed. Sharps containers with prepaid mail back postage shall be delivered in bulk to a location such as a homeless service provider or a County facility.

**b. *Quantity***

The number of Containers needed of each location is not specified. However, to maximize efficient Collections, CONTRACTOR is to inform Director if Containers in an area are frequently less than one-

half full or if the number of Containers distributed is significantly higher than the number Collected.

Following consultation with the Director and upon Director consent, CONTRACTOR may change its method of Collection. For example, if cardboard boxes are frequently destroyed or removed from the Set-Out Site, CONTRACTOR may request providing Dumpsters without wheels.

**c. *Collection, Transport, and Diversions/Disposal***

Each week CONTRACTOR shall Collect Solid Waste discarded in Containers (including Carts and Dumpsters), and cardboard boxes, following consultation with and approval of Director.

The Set-Out Site is difficult to determine in advance and will need to be determined on case-by-case using CONTRACTOR's judgment. Property owners may not a dumpster placed near them every week.

It is anticipated that Dumpster Transportation will be with a stake bed truck with a hydraulic lift gate with the capacity of two Dumpsters. Therefore, there would be one delivery charge for up to two dumpsters in an area (within 15 minutes of each other) and a disposal fee for each dumpster. CONTRACTOR shall charge COUNTY the fees specified in Attachment 7-3 Task 2 Service Fees. Director may authorize the use of a larger vehicle for Transportation.

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that no one is sheltered inside the Container.

CONTRACTOR shall transport and Divert or Dispose of, all Solid Waste that it Collects.

**F. *Emergency Assistance (Contract Services)***

CONTRACTOR shall provide MSW Services requested by County in the following circumstances:

- Solid Waste that is not collected in any part of the County of Los Angeles including cities or adjacent counties or their cities, and
- In the judgment of Director, the uncollected solid waste creates a danger to public health, safety, or welfare.

Reasons for non-collection include earthquake, fire, mudslide, storm, riot, or civil disturbance, and terminated hauler contracts.

- An example of MSW Management Services is providing Vehicles and staff to cleanup, Collect, transport, and Dispose/Divert any Solid Waste, such as rubble, mud, and fallen trees, from the public right-of-way.
- Another example is holding a drop-off event for County residents to bring Solid Waste when their hauler is not providing service.

CONTRACTOR acknowledges that under emergency circumstances, CONTRACTOR may be required to Collect Solid Waste from another waste hauler's Containers. Also, another waste hauler may Collect Solid Waste from CONTRACTOR's Containers.

Prior to performing any work, CONTRACTOR is to consult with Director regarding the number of Vehicles and staff, and duration of cleanup. This includes vehicle certification discussed in more detail below. CONTRACTOR shall charge COUNTY for requested MSW Management Services in amounts no greater than the following:

**1. Automated Collection Services**

Fees with respect to Solid Waste discarded in Containers and/or Bulky Item Collection. Examples include:

- Provide an additional day of service to Occupants; or
- Provide service to Persons outside the Service Area such as to the City of Glendora residents if their waste hauler is unable to Collect Refuse after a major earthquake and the city has an agreement with COUNTY for assistance. If location is not near Service Area, COUNTY will pay a fair price for additional transportation or Disposal costs based on comparable MSW Management Services.

**2. Solid Waste Not Discarded in Containers**

Fees per ton for Disposal\* (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in Attachment 7-4, Task 2 Homeless and Emergency Service Fees of Exhibit 7. Director may require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris. This may be in the form of an agreement to pay for such services.

**3. Roll-Off Containers or Drop-Off Events**

Fees the CONTRACTOR charges for comparable MSW Management Services (with respect to Solid Waste not discarded in Containers) such as roll-off containers or drop-off events.

**4. Palm Frond Collection**



Fees per hour per vehicle\* as proposed in Attachment 7-4, Task 2 Homeless and Emergency Service Fees of Exhibit 7 if significant amounts of palm fronds fall from trees, CONTRACTOR shall Sweep areas requested, Collect from right-of-way, and Dispose of palm fronds.

\* Dollar amounts are subject to an annual Cost of Living Adjustment using the Consumer Price Index identified in item C of Exhibit 7.

## **5. Task 2 County Services**

Fees with respect to Solid Waste discarded in the public right-of-way. Examples include:

- Collection of Abandoned Waste
- Collection from public receptacles
- Collection from Homeless Encampments

None of these fees can be greater than the limits provided in item C10 of Section 7, Most Favored Public Entity, unless Director, at his sole discretion, provides authorization based on information provided by CONTRACTOR substantiating the need for an increase.

CONTRACTOR shall cooperate with all Regulatory Agencies, including COUNTY, State of California, and Federal officials in filing information related to a regional, State, or Federally-declared state of emergency or disaster as to which CONTRACTOR has provided equipment and drivers under this CONTRACT. Each vehicle used to transport Solid Waste must be assigned a unique number for tracking and invoice reconciliation. CONTRACTOR shall keep records of relative information, found on a typical weigh ticket, including the location of the source of Collection, location of Disposal/Diversion, vehicle number, tonnages, and type of material. CONTRACTOR shall have any vehicles used during an emergency certified for compliance with Federal Emergency Management Agency (FEMA) requirements for reimbursement. Additionally, if Director has directed residences or businesses to place their debris in the public right-of-way outside the terms of Contract Services, including bulky items, excess solid waste, or Construction and Demolition in quantities that exceeds the limit of two 70-pound containers, Director may request CONTRACTOR to take geotagged photographs of the debris that include adequate background to provide evidence of the location.

Director may direct CONTRACTOR to deliver Solid Waste to any specified location, including a materials recovery facility, landfill, sediment placement site, or a debris placement sight. Upon Director request, CONTRACTOR shall deliver Solid Waste to any location determined by CONTRACTOR.

CONTRACTOR shall give first consideration to COUNTY in the event of a major disaster such as an earthquake, fire, mudslide, storm, riot, or civil disturbance as



declared by the President of the United States, Governor of California, or the Board of Supervisors.

**6. Billing**

CONTRACTOR shall charge COUNTY no more than the Emergency Service Fees in Attachment 7-4, Task 2 Homeless and Emergency Service Fees.

CONTRACTOR shall bill COUNTY monthly for Emergency Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will pay Emergency Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The Itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

**EXHIBIT 3A3.2 – Additional Services  
Santa Clarita Valley**

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7.

**A. Mulch and Compost Giveaway Program (Item H7 of Exhibit 3A1)**

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event.

**B. Bulky Item and Excess Solid Waste Collection (Item H3 of Exhibit 3A1)**

CONTRACTOR shall Collect Bulky Items and excess waste discarded at the Set-Out Site on next regularly scheduled collection day upon at least 24-hours' notice by the Customer or Occupant or other date agreed to between that Customer or Occupant. CONTRACTOR shall not Collect without notice, but rather shall perform the following:

- Tag items with a Non-Collection Notice describing notice requirements, and
- Contact Occupant, as provided in item C9 of Section 4.

CONTRACTOR shall Collect up to three times per Contract Year all the services prescribed below. For example, Occupant may place two mattresses and five bags of excess green waste out for collection and it will count as one of the three times.

**1. Bulky Items**

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A1, CONTRACTOR shall Collect from each dwelling unit receiving service, a maximum of ten items per pickup.

**2. Excess Refuse**

CONTRACTOR shall Collect Refuse in bags, up to five bags per pickup.

**3. Excess Green Waste**

CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per pickup.

**Move-in/Move-Out.** CONTRACTOR shall offer an additional Bulky Item Collection to Collect a maximum of 20 items of Bulky Items or bagged excess Refuse within 14 days of an account being opened or closed within the Service Area.

**Additional On-Call Pickup with Additional cost.** In addition to Collection described in item H3 of Exhibit 3A1, at the request of a Customer (not Occupant) more than three times annually for residential, upon 24-hours' notice, at charges for additional calls listed on the Attachment 7-3, Task 2 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 3D.

**C. Annual Cleanup Events Services (Item H2 of Exhibit 3A1)**

CONTRACTOR shall conduct the Annual Cleanup Event each March, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director.

## EXHIBIT 3D – Contractor Documentation

All documentation listed below is to be attached to CONTRACT as Exhibit 3D. Use of Director provided templates is required where applicable.

### A. Notice to Director Required

#### 1. CONTRACTOR's Permit and Permit Application

Include all permits required by COUNTY Code (such as a waste collector permit from COUNTY Department of Public Health) or other Applicable Law.

#### 2. Inventory of Service Assets

Include all documents that encumber or limit CONTRACTOR's interest in Service Assets, which includes identifying serial numbers on Carts promptly upon acquisition.

#### 3. Container Specifications

Include Container capacity options, container color, manufacturer's orders and invoices, label content and placement (item D of Exhibit 3A1).

#### 4. Vehicle Specifications

Include Vehicle identification number, model, make, year, purchase order (if applicable) and fuel type.

#### 5. Subcontractors

Include Subcontractors' names, the amount of Goods or Services less than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor, including ownership interests; but excluding Director-approved Subcontractors (Part 9M of Exhibit 5).

#### 6. Office Address

See Section 6A and Section 6B1, CONTRACTOR Office Hours.

### B. Director Consent Required

#### 1. Form of Non-Collection Notice (Section 4C)

Include any Green Waste exclusions.

#### 2. Waiver of Liability

Include form of any waiver of liability (Section 4B1) and form of any indemnification (Part 4 of Exhibit 5)

3. **Terms and Conditions Summary (item L1 of Exhibit 3A1)**

4. **Unpermitted Waste Screening Protocol (Section 13)**

5. **Acknowledgment**

Receipt of fact sheets relating to form of Nonemployee Injury Report (Part 4B6 of Exhibit 5) and Safely Surrendered Baby Law (Part 12B2 of Exhibit 5).

6. **Insurance and Performance Assurance (Part 4 of Exhibit 5 and Section 15)**

7. **Internal Revenue Service Notice 1015 (Part 12B1 of Exhibit 5)**

8. **CONTRACTOR's EEO Certification (Part 12D3 of Exhibit 5)**

9. **Intentionally Omitted**

10. **Sharps Collection (item H6 of Exhibit 3A1)**

11. **Mulch and Compost Giveaway Program (item H7 of Exhibit 3A1)**

12. **Alternatives to Fully Automated Collection 96-Gallon Carts (item D98of Exhibit 3A1)**

13. **Director-Approved Subcontractors**

Include Subcontractors' names, the amount of Goods or Services more than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor, including ownership interests (Part 9M of Exhibit 5).

14. **Backup Service Plan (Section 11C)**

15. **Key Personnel (Section 4J)**

With contact information (name, address, office and mobile phone numbers, e-mail address)

a. ***ALL CONTRACTOR MANAGERS (see definition of "CONTRACTOR Manager" in Attachment 5-10A)***

b. ***AUTHORIZED REPRESENTATIVE OF CONTRACTOR,***

c. ***SERVICES SAFETY OFFICIAL (Part 12E1 of Exhibit 5)***

16. **Route Maps**

Route maps are to indicate all starting and ending points.

**17. Facilities and Solid Waste Facilities**

Designated by CONTRACTOR (item F of Exhibit 3A1), including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected;
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample reports; and
- Reasons for changing the facility designation;

CONTRACTOR may designate a new facility that has higher fees than the prior facility, but it may not pass increased costs to its Customers or the COUNTY by increasing the Service Fee. The Service Fee will not be adjusted to compensate CONTRACTOR if costs at the new facility are greater than those at the prior facility. Item E of Exhibit 7 is not applicable.

**18. Additional CONTRACTOR Commitments**

Those made in its proposal for procurement of this CONTRACT (item M of Exhibit 3A1).

**19. Transition Roll-Out Plan (item K of Exhibit 3A1)**

**20. Difficult to Service Occupants (Item O of Exhibit 3A1)**

CONTRACTOR must explain to Director:

- Why CONTRACTOR proposes changes Service Specifications for an address on Director's difficult-to-service list under Item O of Exhibit 3A1, and
- What changes CONTRACTOR will make for alternative Collection, such as different Collection Vehicle or manual collection.

**21. Movement of Green Waste**

CONTRACTOR shall comply with all Applicable Laws regarding transportation of Green Waste, including the California Department of Food and Agriculture's (CDFA's) regulations that quarantine certain types of Green Waste and restrict its movement. See the following website for more information: (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>).

CONTRACTOR shall give Director a copy of either of the following:

- Application to CDFA for the agreement
- The completed CDFA agreement,

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF SANTA CLARITA VALLEY  
EXHIBIT 3D—CONTRACTOR DOCUMENTATION  
A. NOTICE TO DIRECTOR REQUIRED  
SIGNATURE PAGE 1 of 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
A.1 Contractor's Permit and Permit Application	10		
A.2 Inventory of Service Assets	3		
A.3 Container Specifications	6		
A.4 Vehicle Specifications	7		
A.5 Subcontractors	2		
A.6 Office Address	2		

\_\_\_\_\_

**DIRECTOR**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

**DATE**

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF SANTA CLARITA VALLEY  
EXHIBIT 3D—CONTRACTOR DOCUMENTATION  
B. DIRECTOR CONSENT REQUIRED  
SIGNATURE PAGE 2 of 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
B.1 Form of Non-Collection Notice	2		
B.2 Waiver of Liability	2		
B.3 Terms and Conditions Summary	3		
B.4 Unpermitted Waste Screening Protocol	4		
B.5 Acknowledgement	2		
B.6 Insurance and Performance Assurance	36		
B.7 Internal Revenue Service Notice 1015	2		
B.8 Contractor's EEO Certification (Form PW-7)	2		
B.9 Intentionally Omitted	1		
B.10 Sharps Collection	3		
B.11 Mulch and Compost Giveaway Program	2		
B.12 Alternatives to Fully Automated Collection 96-Gallon Carts	2		
B.13 Director-Approved Subcontractors	2		
B.14 Backup Service Plan	3		
B.15 Key Personnel	3		
B.16 Route Maps	4		
B.17 Facilities and Solid Waste Facilities	8		



**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF SANTA CLARITA VALLEY  
EXHIBIT 3D—CONTRACTOR DOCUMENTATION  
C. DIRECTOR CONSENT REQUIRED  
SIGNATURE PAGE 3 of 3**

<b>B.18 Additional Contractor Commitments</b>	<b>2</b>		
<b>B.19 Transition Roll-Out Plan</b>	<b>2</b>		
<b>B.20 Difficult to Service Occupants</b>	<b>2</b>		
<b>B.21 Movement of Green Waste</b>	<b>2</b>		

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**DATE**

Exhibit 3D-Contractor Documentation

**Item A.1 – CONTRACTOR’S PERMIT AND PERMIT APPLICATION**




This item consists of 10 pages (including this page).

### **Section A.1: Contractor's Permit**

Enclosed, please find the following Burrtec Waste Industries, Inc. permits, as required.

- Burrtec Waste Industries, Inc. County of Los Angeles Waste Collector Permit from the Los Angeles County Department of Health Services. The Waste Collector Permit is operational for calendar year 2018 (Number PR0157416)
- Burrtec Waste Industries, Inc., Department of Toxic Substances Control EPA Number (CAL000303796)
- Burrtec Waste Industries, Inc., California Integrated Waste Management Board Waste Tire Hauler permit (TPID 1534448-01)
- Burrtec Waste Industries, Inc., California Department of Food and Agriculture Permit - Compliance Agreement for transporting green waste (Compliance Agreement Number 19-GW-004)

County of Los Angeles, Waste Collector Permit

 <p><b>COUNTY OF LOS ANGELES</b> <b>Public Health</b></p> <p><i>Jeffrey D. Garzenhauser, M.D., M.P.H.</i> Jeffrey D. Garzenhauser, M.D., M.P.H. Interim Health Officer</p>	<p>THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES</p> <p><b>Public Health Permit</b> <b>Valid Until 12/31/2018</b></p> <p><b>COUNTY OF LOS ANGELES</b> <b>CALIFORNIA</b></p> 	
<p><b>PR Number:</b> PR0157416 <b>Program ID:</b> COMMERCIAL <b>Description:</b> SWF - WASTE COLLECTOR YARD FEE</p>	<p><b>Facility Owner - Mail Address</b> BURRTEC WASTE IND. 9890 CHERRY AVE FONTANA, CA 92335-5202</p>	<p><b>Facility Location</b> BURRTEC WASTE INDUSTRIES, INC 1017 W GLADSTONE ST AZUSA, CA 91702</p>
<p>SWA</p>		

**Department of Toxic Substances Control  
EPA Number**

5/10/2018

Facility Search Results



**Matthew Rodriguez**  
Secretary for  
Environmental Protection

**Department of Toxic  
Substances Control**

**Barbara A. Lee, Director**  
1001 I Street  
P.O. Box 806  
Sacramento, CA 958120806



**Edmund G. Brown Jr.**  
Governor

**Facility Search Results**

**Selection Criteria:**

**Facility:**  
**Search on:** Physical Address  
**EPA-ID equals:** CAL000303796  
**Status:** Active and Inactive  
**Sort Direction:** asc  
**Sorted By:** EPA ID  
**Records Found:** 1

EPA ID Number	Name	Address	City	Zip
<a href="#">CAL000303796</a>	BURRTEC WASTE SERVICES LLC	1017 W GLADSTONE ST	AZUSA	91702

The Department of Toxic Substances Control (DTSC) takes every precaution to ensure the accuracy of data in the Hazardous Waste Tracking System (HWTS). However, because of the large number of manifests handled, inaccuracies in the submitted data, limitations of the manifest system and the technical limitations of the database, DTSC cannot guarantee that the data accurately reflect what was actually transported or produced.

**Report Generation Date:** 05/10/2018

**California Integrated Waste Management Board  
Waste Tire Hauler Permit**

State of California  
California Integrated Waste Management Board

Tire Program Identification Number

**1534448-01**

Burrtec Waste Industries Inc  
9890 Cherry Avenue  
Fontana, CA 92335

**SITE ADDRESS:**  
1017 Gladstone Avenue  
Azusa, CA 91706



Do not copy or reproduce  
Post this certificate in a conspicuous place

### Department of Food & Agriculture Compliance Agreement



COMPLIANCE AGREEMENT for the use with MASTER PERMIT QC 1289/1290/1291/1292/1337  
[Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]

Provisions for the Intrastate Movement of GREEN WASTE  
Originating within the State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (CCR 3435)
- Huanglongbing (CCR 3439)
- European Grapevine Moth (CCR 3437)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/*Phytophthora ramorum* (CCR 3700)

Compliance Agreement No: 19-GW-0004

- PROGRAM**  
The California Department of Food and Agriculture (CDFA), and the Los Angeles County Agricultural Commissioner cooperating as the Program.

**PROGRAM INFORMATION**

Los Angeles County Agricultural Commissioner's Office  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Program Officer: \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 Email \_\_\_\_\_

- BUSINESS/ESTABLISHMENT:**  
Establishment Name (subsequently referred to as "Establishment"):

Burrtec Waste Industries - Azusa Hauling Yard

**ESTABLISHMENT INFORMATION**

Owner Name Cole Burr, President  
 Manager Name Octavio Camacho  
 Phone (800) \_\_\_\_\_ 325 \_\_\_\_\_ - 9417 Fax (626) \_\_\_\_\_ 932 \_\_\_\_\_ - 1578  
 Email ocamacho@burrtec.com  
 Mailing Address: 9890 Cherry Ave  
 City: Fontana Zip Code: 92335  
 (check box if physical address is the same as mailing address)  
 Physical Address: 1017 W Gladstone St  
 City: Azusa Zip Code: 91702  
 Thos Bros \_\_\_\_\_ X St S Vincent Ave  
 GPS 34.1145375 -117.921765

**BACKGROUND:**

The pests known as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* present a real and ongoing threat to the agricultural industry, environment and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of these pests from established areas to new locations. The Program is a cooperative effort between public entities that are responsible for mitigating the movement of these pests from regulated areas where the pest is established to new locations.

**AGREEMENT:**

A. The Program, will permit your establishment to self-execute the quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

**CHECK ALL EXHIBITS THAT APPLY:**

- Exhibit GW2 **BIOMASS/COGENERATION (Processed and Unprocessed)**
- Exhibit GW4 **COMPOSTING (Processed and Unprocessed)**
- Exhibit GW8 **LANDFILL (Processed and Unprocessed)**
- Exhibit GW10 **HAULER/TRANSPORTER Moving Green Waste Resulting from the Processing of Regulated Articles (e.g. bulk grapes for crush) that Originated in a Quarantine Area**
- Exhibit GW12 **TRANSFER STATION**

B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the quarantine requirements for each pest checked on page 1;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles or distributes any regulated pest material.

*NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.*

Signed in the County of <u>San Bernardino</u> in the State of California on <u>05 / 01 / 18</u>	
Establishment by: (print name) Tracy A. Sweeney	Program by: (print name) Keith Okasaka
Manager/Owner (signature): 	Program Officer (signature): 



**Department of Toxic Substances Control  
Exhibit GW10 – Green Waste – Transporter/Hauler**



COMPLIANCE AGREEMENT for the use with Master Permit QC 1289/1290/1291/1292/1337

**EXHIBIT: GW10  
GREEN WASTE – TRANSPORTER/HAULER**

Provisions for the Intrastate Movement of  
**PROCESSED AND UNPROCESSED GREEN WASTE**  
Originating within the State Interior Quarantine Area for (check all that apply)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Asian Citrus Psyllid (CCR 3435)*                           | <input type="checkbox"/> European Grapevine Moth (CCR 3437) |
| <input checked="" type="checkbox"/> Huanglongbing (CCR 3439)                                   | <input type="checkbox"/> Light Brown Apple Moth (CCR 3434)  |
| <input type="checkbox"/> Oak Mortality Disease Control/ <i>Phytophthora ramorum</i> (CCR 3700) |   |

\*Compliance Agreement not required when green waste remains within the quarantine area.

**A. Green Waste Definitions and Regulatory Movement Requirements**

'Green Waste' is unprocessed or processed vegetative material which contains any of the following or a mixture thereof: stems, leaves, culls, discarded fruits and vegetables, grass clippings, weeds, yard trimmings, wood/vine/processing/harvesting waste, hulls, bark, branches, logs and stumps, home garden/field/vineyard/grove/orchard residues, duff, mulch, compost, and other miscellaneous plant materials.

1. 'Unprocessed Green Waste' is 'Green Waste' in the raw state. It has not undergone any mechanical procedure to lessen the pest risk and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Unprocessed Green Waste', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Unprocessed Green Waste' is regulated, and it must remain within the quarantine area.
2. 'Processed Green Waste' is 'Green Waste' that has undergone some mechanical procedure to lessen or eliminate the pest risk. Depending upon the degree of processing, it may or may not be a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste', from a Quarantine Area, that is not completely processed into 'Compost' must have a Program issued compliance agreement. The movement of 'Processed Green Waste' is dependent upon the degree of processing (mulch or compost). Refer to items a and b.
  - a) 'Mulch' is 'Processed Green Waste' that has been chipped, ground or shredded. 'Mulch' is not completely processed and still poses a pest risk, and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Mulch', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Mulch' is regulated, and it must remain within the quarantine area.
  - b) 'Compost' is 'Processed Green Waste' composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk, and is therefore not a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Compost', from a Quarantine Area, are not required to have a Program issued compliance agreement. The movement of 'Compost' is unregulated, and it may move within or outside of any quarantine area.

*TS*  
Initial

*5/1/18*  
Date

*\*\*In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

**B. For each of the quarantines checked above, the Establishment agrees to:**

**1. Vehicle and/or Trailer Requirements**

Only transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a).

- 23114. (a) A vehicle may not be driven or moved on any highway unless the vehicle is so constructed, covered, or loaded as to prevent any of its contents or load other than clear water or feathers from live birds from droppings, sifting, leaking, blowing, spilling, or otherwise escaping from the vehicle.
- 23115. (a) No vehicle transporting garbage, swill, used cans or bottles, wastepapers, waste cardboard, ashes, refuse, trash, or rubbish, or any noisome, nauseous, or offensive matter, or anything being transported for disposal or recycling shall be driven or moved upon any highway unless the load is totally covered in a manner that will prevent the load or any part of the load from spilling or falling from the vehicle.

**2. Safeguarded Conveyance**

- a) Transport green waste in a fully enclosed vehicle or trailer, or
- b) Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

**3. Approved Receiver**

Only move green waste to an approved green waste receiver under compliance agreement for the applicable pest checked above or as specified in special instructions.

**4. Movement of Green Waste\*\***

Unprocessed green waste and green waste processed incompletely (mulch) must be moved to a receiver within the Quarantine Area, operating under a Program issued Compliance Agreement for each applicable pest checked above.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California except vineyards located outside an EGVM quarantine area.

*\*\*In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

**5. Shipping Documents and Quarantine Certification**

- a) Ensure applicable quarantine certification accompanies each shipment and;
- b) Provide a copy of the bill of lading (or other shipping document) and quarantine certification to receiver.

**6. Trailer Cleaning**

Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.

**7. Direct Route**

Transport green waste from the origin facility to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.

**8. Spill Notification**

Notify the local county agricultural commissioner of a green waste spill as soon as possible, but no later than 24 hours after a spill.

**SPECIAL INSTRUCTIONS:**

---

---

---

---

---

---

---

---

---

---

Tracy A. Sweeney, COO/VP

*Printed name (Owner/Manager)*



*Signature of Establishment*

May 1, 2018

*Date*

*Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement*

Exhibit 3D-Contractor Documentation

**Item A.2 – INVENTORY OF SERVICE ASSETS**

This item consists of 3 pages (including this page).

**Item A.2 Inventory of Service Assets**

Exhibit 3D-Contractor Documentation

**Item A.3 – CONTAINER SPECIFICATIONS**

This item consists of 6 pages (including this page).

Burrtec Waste Industries, Inc. has sufficient carts on hand, no additional carts are necessary at time of execution of contract.

**Environmental**



# Rehrig Pacific Roll-out Carts

Proven to withstand the rigors of today's collection systems, Rehrig Pacific's HuskyLite Roll-out Carts are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

Roll-out Carts are shipped with lids already attached, saving additional assembly time.



ROC-65NB

ROC-35MB

ROC-18/20



ROC-95NB

ROC-95U

ROC-95FA





**Environmental**



**Roll-Out Carts**

**Features and Options**

- For Semi-Automated or Automated Collection of Household Refuse, Recyclables and Organic Wastes
- Universal Cart Models Available in All Sizes; Fully-Automated ROC-95FA Cart also Available
- Constructed of High Quality, Resilient UV-Stabilized HDPE Resin. Available in a Wide Range of Colors.
- Rotating Metal or Molded-In Catch Bars
- Hot-Stamp Branding of Logos and Recycling Slogans; Bar Coding, Sequential Numbering and Multi-Color In-Mold Labeling Options
- RFID Integration Available for Use in Asset and Participation Tracking Programs
- Divider Option for Two-Stream Collection
- Optional European Lip
- Lid Cutouts for Recyclables Available
- Lid Opening Options Include 90° or 110° Stops
- Blow Molded or Quiet Tread Wheels Available in Cotter Pin, End Cap or Snap-on Styles
- Optional Features for Confidential Document Destruction Carts:
  - Lids with Internal Key Lock or External Tongue Plate and Padlock
  - Slotted Openings with Anti-Fish Option
- See Organic Waste Container Specification Sheet for Additional Features and Options

**Rehrig Pacific Roll-out Carts  
Product Information**

Dimensions <sup>1</sup> (in.)	ROC-18/20	ROC-35 <sup>2</sup>	ROC-65	ROC-95
Height w/Lid	32.60	39.13	40.58	45.13
Width	19.80	20.20	26.70	28.50
Depth	18.00	22.98	28.11	33.73
ANSI Load Rating <sup>2</sup> (lb.)	70.00	122.50	227.50	332.50

Truckload Quantities:	ROC-18	ROC-20	ROC-35	ROC-65	ROC-95
Stack Size	7 high	Inquire	9 high	9 high	8/9 high
48' Trailer	770	Inquire	864	504	384/432
53' Trailer	875	Inquire	1,080	648	432/486

<sup>1</sup> Dimensions vary depending on wheel and lid options  
<sup>2</sup> ANSI Z245.30 - 2008  
<sup>3</sup> 20 gallon insert available



ROC-18 Carts Stacked



European Lip



Branded ID Number and Bar Code



Gravity Lock



Internal Lock with Key



External Lock (padlock not included)



Multi-Color In-Mold Label (I.M.L.)



Optional Openings for Recyclables



Optional 90° or 110° Lid Stops

**A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION**

Headquarters: 4010 East 26th Street Los Angeles, California 90058 (323) 262-5145 (800) 421-6244 FAX: (323) 269-8506  
 Erie, PA (800) 458-0403 • Atlanta, GA (800) 243-9693 • Dallas, TX (800) 426-9189 • Kenosha, WI (800) 934-3312  
 De Soto, KS (866) 265-4108 • Orlando, FL (800) 998-2525 • Canada (877) 456-8094 • Mexico +52 (442) 296-2000  
[www.rehrigpacific.com](http://www.rehrigpacific.com) • [info@rehrigpacific.com](mailto:info@rehrigpacific.com)

© 1998 Rehrig Pacific Company. In accordance with our goal of providing our customers with the highest quality products, Rehrig Pacific Company reserves the right to change materials, designs, and specifications without notice or obligation.

REHRIG 1:1 D161393 REV 1 01-23-2014 SL ON IBM 2.  
Art : 11"wx 2.1"h Die Size: 12"w X 2.5"h

**ACCEPTABLE**

Leaves  
Grass Clippings  
Branches  
Brush  
Saw dust  
Tree Trimmings

**GREEN WASTE ONLY**

NO HAZARDOUS, LIQUID OR ELECTRONIC WASTE

For More Information about how to dispose of Household Hazardous Waste Material call: 1-888-CLEAN-LA

To Request Replacement and/or Additional Cart(s)  
Contact Burrtec: 1-800-325-9417

**NOT ACCEPTABLE**

Construction Debris  
Garbage  
Palm Tree Trimmings  
Palm Fronds  
Cactus, Rocks  
Plastic or Paper Bags  
Animal Waste

† V3R 88E181Q

REHRIG 1:1 D161394 REV 1 01-23-2014 SL ON IBM 2.  
Art : 11"wx 2.1"h Die Size: 12"w X 2.5"h

**ACCEPTABLE**

Paper  
Aluminum & Metal  
Cardboard  
Plastic Bottles  
Glass

**RECYCLABLES ONLY**

NO HAZARDOUS, LIQUID OR ELECTRONIC WASTE

For More Information about how to dispose of Household Hazardous Waste Material call: 1-888-CLEAN-LA

To Request Replacement and/or Additional Cart(s)  
Contact Burrtec: 1-800-325-9417

**NOT ACCEPTABLE**

Garbage  
Fluids  
Batteries  
Diapers  
Green Waste  
Styrofoam

† V3R 88E181Q

REHRIG 1:1 D161395 REV 1 01-23-2014 SL ON IBM 2.  
Art : 11"wx 2.1"h Die Size: 12"w X 2.5"h

**ACCEPTABLE**

Palm Fronds  
Household Waste

**TRASH ONLY**

THE FOLLOWING HAZARDOUS WASTE MATERIALS ARE NOT ACCEPTABLE:  
\*(Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints, latex or oil-based)

For More Information about how to dispose of Household Hazardous Waste Material call: 1-888-CLEAN-LA

To Request Replacement and/or Additional Cart(s)  
Contact Burrtec: 1-800-325-9417

**NOT ACCEPTABLE**

Green Waste  
Recyclables  
Concrete  
Construction Debris  
\*Hazardous Waste

† V3R 88E181Q

**RECYCLING BARREL GRAPHIC**

REHRIG 1:1 #D131157 8-28-08 DS MAC 2 PLATE SIZE : 12"w X 4'h IMAGE SIZE : 11.33w X 3.68"H

**WARNING**  
**NO SCAVENGING**  
**DO NOT REMOVE MATERIALS**  
**PUNISHABLE BY FINE UP TO \$5,000**

Los Angeles County Code § 20.72.194  
California Public Resources Code § 41953

**ADVERTENCIA**  
**NO SE PERMITE**  
**REMOVER MATERIALES**  
**RECICLABLES**  
**SE APLICARAN MULTAS HASTA \$5,000**

Código del Condado de Los Angeles § 20.72.194  
Código de los Recursos Públicos de California § 41953

†08E181Q

## Container Placement



- Carts must be placed directly in front of the residence with wheels touching the curb
- Place carts at least 18" apart from each other
- Weight Limits
  - 96 gal = 330 lbs.
  - 64 gal = 220 lbs.
  - 32 gal = 120 lbs.

Note: based on cart specs

Exhibit 3D-Contractor Documentation

**Item A.4 – VEHICLE SPECIFICATIONS**

This item consists of 7 pages (including this page).

## VEHICLE SPECS & PURCHASE ORDER

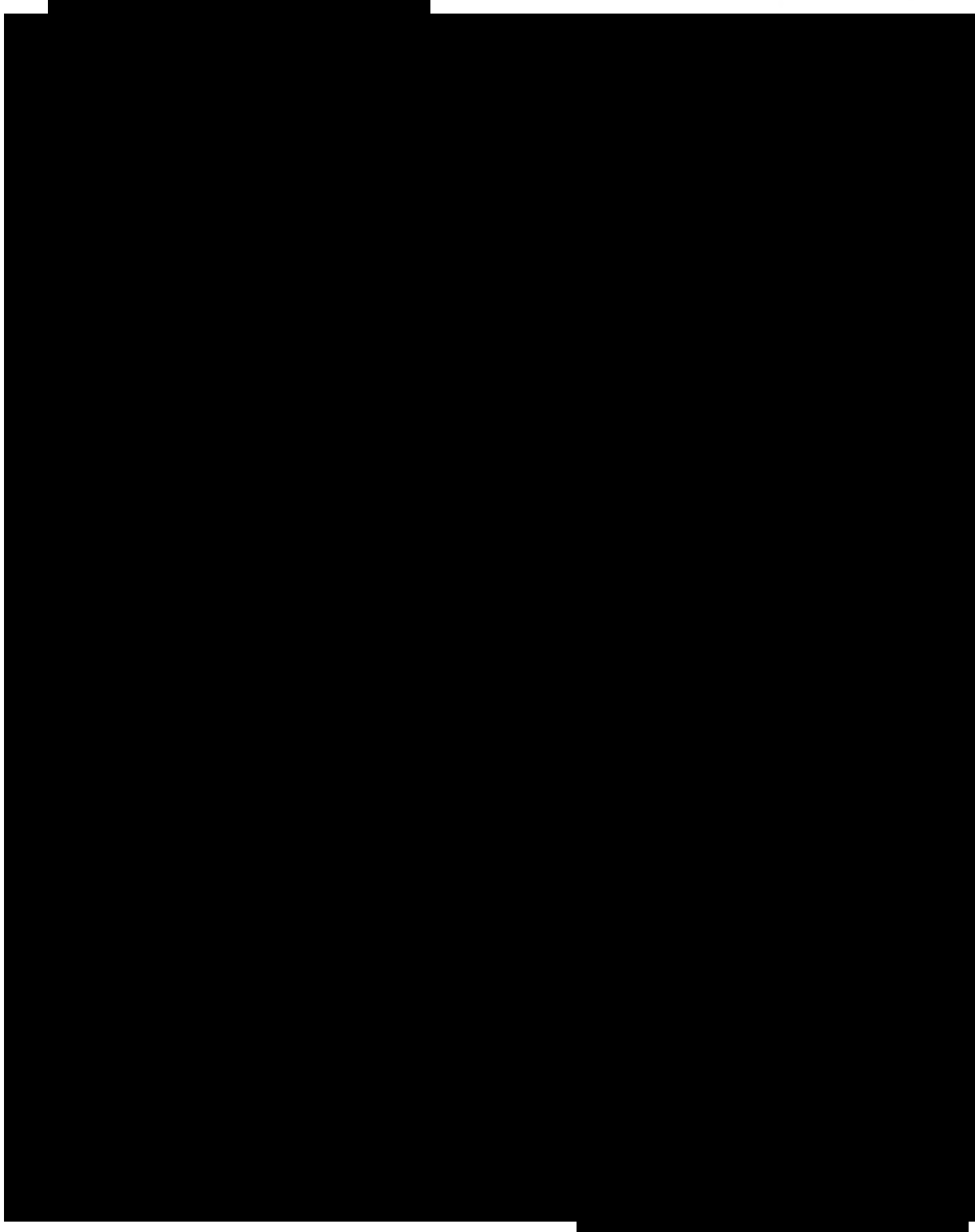
No collection or support vehicles will need to be purchased to service this franchise agreement.

The collection vehicles shall include the following signage:



## VEHICLE MONITORING TECHNOLOGY SPECIFICATIONS

Burrtec is purchasing vehicle monitoring per the specifications from 3<sup>rd</sup> Eye. The following is the purchase order, specs on the equipment are attached.



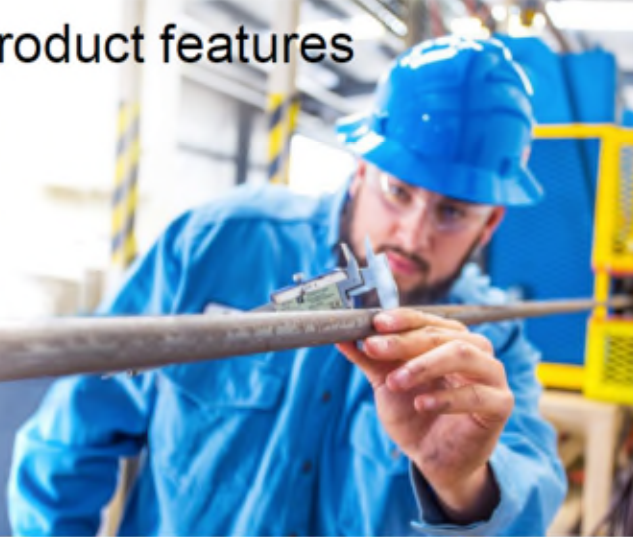




8/14//17

## 3<sup>rd</sup> Eye Cam Product features

Garry Mosier  
VP Nation Accounts



## 3<sup>rd</sup> Eye: Software Features

- Monitoring and remote access
  - **Video on demand can be seen** through a laptop or a tablet/smartphone (I Pad/I Phone) Service verification, customer complaints, damage claims, vehicle accidents and Worker compensation claims
  - Ability to manually trigger video or J-peg pictures for customer overages generating additional revenue
  - Secure video recovery over internet without pulling SD card
  - Remote software updates with dual zone internal flash
  - Remote configuration of XYZ shock & speed threshold



Shock & Vibration





## Advanced Video Analytics

- Speed limit sign detection
- Stop sign & stop light detection
- Vehicle proximity detection; such as tailgating
- Low image quality detection; such as dirty camera
- Camera tampered by driver



## 3rd Eye Manager : Fleet Map

Vehicle	Driver	Speed	Last Contact	Last GPS Fix	Camera	Moving/Idle	Engine	Software
3L752	James Michelson	2.88	01/21/15 11:53:40 AM	01/21/15 11:53:40 AM	0	Moving	Stopped	00004
3L753	Bob Clark	50.29	01/21/15 11:52:40 AM	01/21/15 11:52:40 AM	0	Moving	Moving	00004

Filter: Vehicle | Path up to: 01/21/2015 | 10:00 AM | for 1 Hour | Legend: Moving Stopping Stopped





# 3rd Eye Cam: Event Review

**Event# 803**  
 01/20/2015 03:13 PM Vehicle: 0L782 Driver: James Michelson Status: New Speed

**Outcome**

- Near Collision - Avoidable
- Near Collision - Unavoidable
- Overrun (Followers)
- Collision
- Possible Collision

**Fundamentals**

- Driver Seatbelt - under 10 mph
- Driver Seatbelt - over 10 mph
- Pass Seatbelt - under 10 mph
- Pass Seatbelt - over 10 mph
- Following Too Closely (1-1.5)
- Following Too Closely (1.5-2.0)
- Following Too Closely (2-2.5)
- Failed to Keep an Out
- Unsafe Right-of-Way Crossing
- Not Stopping Intentionally
- Backing Up Unsafe
- Lane Change Unsafe
- Mirror Not Checked
- Blind Spot
- No PPE
- No Turn Signal
- Passing Unsafe
- Too Fast for Conditions
- Wrong Driving Position
- Tail Strapping Roadway
- Tail Strapping Ahead

**Distractions**

- Alcohol/Illegal Substance
- Cell Phone - Handheld (Risky)
- Cell Phone - Portable (Risky)
- Cell Phone - Texting / Phone Use
- Other Comm. Device (Risky)
- Electronic Device
- Feet / Drink (Risky)
- Grooming
- Loud Music
- Passenger (Risky)
- Smoking (Risky)
- Other (Risky)

**Traffic Violations**

- Not on Designated Roadway
- Other Unsafe/Risky Violation
- Wrong direction in traffic
- Red Light
- Rolling stop
- Running stop
- Speeding

**Driver Behavior**

- Conspic/Aggressive Driving
- Judgment Error
- Positive Recognition
- Reckless Driving
- Driveway
- Falling Asleep

**Equipment**

- EP Observation / Abuse
- Camera Issue

**Speed Graph:** Shows speed (mph) over time (13:05 to 13:25). Speed starts at approximately 58 mph and fluctuates slightly.

**Map:** Shows the vehicle's location on a street map.

**MobileVision Logo:** 3rd Eye MobileVision

# 3rd Eye Cam: Coaching

**Coaching Session 30: Michelson, James**  
 01/20/2015 02:18:37 PM Vehicle: 0L782 Driver: James Michelson Status: Reviewed No Turn Signal

**Event**  
 1. 01/20/2015 02:18:37 PM - No Turn Signal

**Date:** 01/20/2015  
**Time:** 10:28 AM

**Objective:**

**Outcome:**

**Summary:**

**Prior Coaching Sessions**

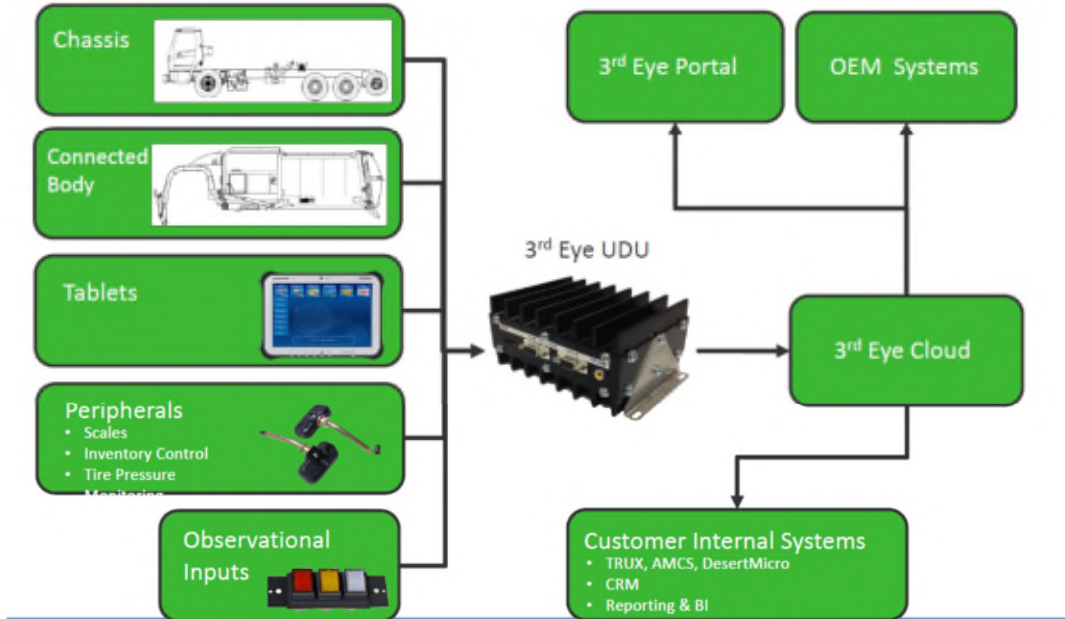
Date / Time	Coach
01/20/15 01:08:34 PM	Adam Jones
01/23/15 10:59:06 AM	Adam Jones
01/22/15 01:43:01 PM	Adam Jones
01/20/15 03:08:54 PM	Adam Jones

**Speed Graph:** Shows speed (mph) over time (16:05 to 16:25). Speed starts at approximately 61 mph and fluctuates slightly.

**Map:** Shows the vehicle's location on a street map.

**MobileVision Logo:** 3rd Eye MobileVision

### New Telematics - 3<sup>rd</sup> Eye Cam UDU is the center point of data collection



11 PROPRIETARY AND CONFIDENTIAL



## Body Data Connected Truck & Retrofit (DCI)

Collaborative Entrepreneurial Spirit    Winning Through Customers    High Ethical Standards, Openness, and Trust    Expectations for Results    Respects and Values People

Body Data	Chassis Data
<ul style="list-style-type: none"> <li>• Number Of Lift Cycles</li> <li>• Number Of Pack Cycles</li> <li>• Lift Cycle Complete</li> <li>• Packer Moving Ext</li> <li>• Packer Moving Ret</li> <li>• Pump 1 On</li> <li>• Pump 2 On</li> <li>• Side Door Prox</li> <li>• System Power Switch</li> <li>• Filter In Bypass</li> <li>• Tailgate Prox Closed</li> <li>• Top Door Prox</li> </ul>	<ul style="list-style-type: none"> <li>• GPS</li> <li>• Average Fuel Economy</li> <li>• Brake Pedal and accelerator pedal</li> <li>• Coolant Level</li> <li>• Coolant Temperature</li> <li>• Engine Hours</li> <li>• Engine Oil Pressure</li> <li>• Engine Oil Level</li> <li>• Engine Oil Temperature</li> <li>• Engine Road Speed</li> <li>• Engine Speed (RPM)</li> <li>• Fuel Level</li> </ul>

Controls chassis functions. Populates chassis data in J1939 network    Collects J1939 and GPS data to be transmitted wirelessly    Controls body functions. Populates body data in J1939 network

CONFIDENTIAL - Do Not Reproduce    © 2010 Environmental Solutions Group | All Rights Reserved

Exhibit 3D-Contractor Documentation

**Item A.5 – SUBCONTRACTOR**

This item consists of 2 pages (including this page).

**Item A.5 – SUBCONTRACTORS**

Burrtec Waste Industries will not use any subcontractor.

Exhibit 3D-Contractor Documentation

**Item A.6 – OFFICE**

This item consists of 2 pages (including this page).

**Item A.6 – OFFICE**

Burrtec Waste Industries, Inc.  
1017 W. Gladstone St  
Azusa, CA 91702

Phone: 800-325-9417  
Fax: 626-932-1578

Hours: Monday – Friday – 8:00 a.m. to 5:00 p.m. and Saturday following an observed holiday from 8:00 a.m. to 2:00 p.m.

The repair shop and vehicles yard are located at the same address as stated above.

Exhibit 3D-Contractor Documentation

**Item B.1 – FORM ON NON-COLLECTION NOTICE**

This item consists of 2 pages (including this page).

## NON COLLECTION NOTICE IMPORTANT! / IMPORTANTE!

PLEASE HELP US! / POR FAVOR AYUDANOS!

We were unable to provide collection service for you today for one of the reasons checked below. Thank you.

Customer satisfaction is our goal, but we do need your cooperation in complying with our collection policies. If the below is corrected by 12 pm today, please call our Customer Service Department at (800) 325-9417 and we will return and collect before 6 pm today at no extra charge.

No podíamos proporcionar al servicio de la colección por usted hoy por una de las razones abajo. Gracias.

La satisfacción de cliente es nuestra meta, pero necesitamos su cooperación en la conformación nuestras políticas de la recolección. Si corrige el problema hoy, antes de las 12 p.m., llame a nuestro departamento de Servicio al Cliente al (800) 325-9417 y regresaremos hoy antes de las 6 p.m. para recolectar sin costo adicional.

- 1. Your Green Waste cart is contaminated with trash and/or recycling. Recipiente para los desechos verdes esta contaminado con basura y/o materiales reciclables.
- 2. Your Blue Recycling cart is contaminated with trash and/or green waste. Recipiente para los materiales reciclables esta contaminado con basura y/o desechos verdes.
- 3. All trash, green waste and recyclables must be placed in the provided carts. Toda la basura, desecho verde y materiales reciclables deben ser colocados en sus carritos proporcionados.
- 4. Please place containers in street with wheels next to the curb/property line and to one side of driveway and three feet from parked vehicles or other obstructions. Por favor ponga los barriles en la calle con las ruedas al lado de la banqueta a un lado de la entrada de coches y tres pies retirados de cualquier objeto cercano o vehiculo.

**OVER (VUELTA)**

5. Please contact our office regarding your account. Por favor llame a nuestra oficina con respecto a su cuenta.

6. Cart exceeds weight limitations. El carrito excede limitaciones de peso.

7. Bulky item and certain electronic devices (i.e. tires, e-waste) collection needed. Please contact our office to schedule pickup. Recolección de artículos voluminosos y ciertos aparatos electrónicos (i.e. llantas y desechos electrónicos). Por favor llame a nuestra oficina para programar la recolección.

8. Unpermitted waste such as: tires, household hazardous waste, electronic waste, batteries and flourescent tubes were placed in the containers. Call the L.A. County Hazardous Hotline at (888) CLEAN LA (253-2652) for more information. Su recipiente contiene desechos que no son permitidos-llantas, desechos tóxicos/peligrosos, desechos electrónicos, baterías, o focos/tubos flourescentes. Llame al Condado de Los Angeles para información sobre recolección de desechos tóxicos al (888) CLEAN LA (253-2652).

9. Unsafe conditions at set out site. Condiciones peligrosas en el conjunto fuera el sitio.

10. Other/Otros: \_\_\_\_\_

Customer Service/Servicio al Cliente  
Monday/Lunes – Friday/Viernes 8 am to 5 pm



**(800) 325-9417**

Thank you for your cooperation



Address: \_\_\_\_\_

\_\_\_\_\_



Exhibit 3D-Contractor Documentation

**Item B.2 – WAIVER OF LIABILITY**

This item consists of 2 pages (including this page).

**Item B.2 – WAIVER OF LIABILITY**

A Waiver of Liability has not been approved by COUNTY. Therefore, Burrtec Waste Industries may not require Customers to sign any waiver related to property damage or personal injury. However, COUNTY and Burrtec Waste Industries may agree to a Waiver of Liability in the future.

Exhibit 3D-Contractor Documentation

**Item B.3 – TERMS AND CONDITIONS SUMMARY**

This item consists of 4 pages (including this page).

## TERMS AND CONDITIONS

**What We Will Collect.** We will collect refuse, green waste, and recyclables in carts we provide, within one week of your requesting services. You must place refuse, recyclable materials, and organics in the appropriate carts. Materials placed outside of carts will not be picked up unless previous arrangements have been made.

**When Carts are Allowed at Set-Out Site.** Carts must only be placed at the set-out site for collection within the hours 5:00 p.m. on the day before scheduled collection and 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

**We Will Not Collect Hazardous Waste.** State law prohibits disposal of hazardous materials and electronic devices in your trash. These include most chemicals, paints, pesticides, motor oil, solvents, and electronic devices with a battery or plug. Common electronics banned from disposal include: batteries, computers, mobile phones, televisions, smoke detectors, calculators, and fluorescent lights. If these items are identified in your trash, your cart will be tagged and not serviced. Most electronic devices may be separately collected under this contract's bulky item program. For additional safe and legal disposal options, contact (888) CLEAN LA or CleanLA.com

**When We Will Collect.** We will make collections once a week between the hours of 6:00 a.m. and 6:00 p.m. on the same day of the week (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 12:00 p.m. or on the next collection day if you call after 12:00 p.m.

**How Much We Will Charge.** We will charge all our customers the rates shown on the Rate Sheet for standard services and any additional requested services.

**Where We Will Pick Up.** On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and 18 inches apart from each other. Handles and wheels must be facing the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

**How to Request Replacement for Stolen Carts.** We will replace stolen carts within 7 days of customer's request. Carts will be replaced without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee.

**How to Receive Roll-Out Service.** We can bring your carts out to the pickup point, at no additional charge, for residential customers who certify they are not able-bodied or are elderly (over the age of 62) and have no able-bodied person residing in their household. Roll-out service will be provided to these customers during their weekly collection of trash, recyclable materials, and organics, as well as during the annual curbside clean-up event, holiday tree pickups, and additional on-call pickups. These services are also available to any other customer upon request at the charge listed on the Rate Sheet. We will ask you to sign a waiver of damage liability and/or indemnification prior to providing this service. Please note that we will not enter your home.

**How to Change to Different Sized Carts.** If you have space restrictions at your container storage or set-out site, you may request alternatives to 96-gallon carts, in the same aggregate capacity, free of charge once per year.

**Difficult to Service.** At a charge listed on the Rate Sheet, this fee is assessed to difficult to service areas, such as cul-de-sacs or hills, where standard automated collection vehicles cannot safely drive.

**Weight Limitations of Carts.** The weight limit for each automated cart is as follows: 96-gallon cart = 330 lbs., 64-gallon cart = 220 lbs., 32-gallon cart = 120 lbs. If carts are found to be over these weight limits, they will be tagged and not serviced. You will be responsible for damage to an overloaded cart.

**Annual Curbside Clean-Up Event.** We will conduct a Clean-Up Event on Saturdays in March each year wherein we will collect 20 bulky items, excess solid waste, up to 2 passenger car or pickup truck tires, and certain electronic devices free of charge. We will collect construction and demolition debris only if they are in up to two bags, containers, or bundles each weighing 70 pounds or less. Notification containing details of the Annual Clean-Up Event will be sent to customers at least two weeks in advance.

**Holiday Tree Pickups.** We will collect your holiday trees (such as Christmas trees and Hanukkah bushes) placed at the curb on your regularly scheduled collection day during the period of three weeks following December 25<sup>th</sup>. You must strip them of ornaments, garlands, tinsel, and stands. Flocked trees are not allowed.

**On-Call Pickups of Bulky Items.** We will collect bulky items set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Bulky items will be picked up at no additional charge up to 3 times per year with a maximum of 10 bulky items, 5 bags of excess trash, and 10 bags/bundles of excess green waste per pickup. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items) and construction and demolition debris in up to two 70-pound containers.

**Additional On-Call Pickups of Bulky Items.** We will collect bulky items, more than three times per year, on your next regularly scheduled pickup day, at the charges listed on your Rate Sheet, if you call us at least 24 hours in advance. Note that you may have an extra move in/out bulky item collection at the start or end of your service at no charge.

**Additional Customer Options Regarding Recyclables.** Customers may donate or sell any or all of their recyclables to persons other than this waste hauler.

**When You Must Pay.** Residents are billed for services three months in advance. We send you your bill on or after the first day of your billing period, for example, on April 1 for the billing period of April, May, and June. Your bill is due no later than the last day of the first month, for example, on April 30. If we do not receive payment by the last day of the second month, for example, on May 31, your bill will become delinquent and an additional 10% fee will be added to the balance. We may terminate your service if you do not timely pay your service fees. There will be a charge of \$25.00 for interruption of service and a \$25.00 fee on returned checks.

**Customer Termination Rights and Right To Self-Haul.** You may cancel your service at any time by giving us 21-day notice. You also have the right to self-haul your waste instead of subscribing to our service.

**Paperless Option.** Do your part to reduce waste and enroll in the Smart-eClub to pay your bill online, receive text or email messages, place service requests. Please call us at (800) 325-9417 to join.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at (800) 325-9417 between 8:00 a.m. and 5:00 p.m. weekdays (except holidays) and 8:00 a.m. to 12:00 p.m. on Saturday's following a holiday. You may come to our office located at 1017 W Gladstone St, Azusa, CA or you may mail correspondence to our office address. If we do not satisfactorily resolve any complaint, you may call the County at (888) CLEAN LA (or 253-2652).

Thank you for allowing Burrtec Waste Industries, Inc. to serve you!



Exhibit 3D-Contractor Documentation

**Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING**

This item consists of 4 pages (including this page).

**Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING**



Exhibit 3D-Contractor Documentation

**Item B.5 – ACKNOWLEDGMENT**

This item consists of 2 pages (including this page).

## B.5 – ACKNOWLEDGMENT

Burrtec Waste Industries, Inc. acknowledges that it has read and completely understands the program(s) related to the Safely Surrendered Baby Law as articulated in the bid documents and the County of Los Angeles website [www.babysafela.org](http://www.babysafela.org).

Burrtec agrees to provide each employee involved with the contract a copy of the "No Shame. No Blame. No Names." County program documentation, in both English and Spanish, as provided in the downloadable version on the County of Los Angeles website.

Burrtec and its contractors will post posters of copies of County of Los Angeles posters regarding the Safely Surrendered Baby Law in every facility where their employees are present.

and

Burrtec acknowledges receipt of fact sheet relating to the Safely Surrendered Baby Law and information regarding Non-Employee Injury Report form.

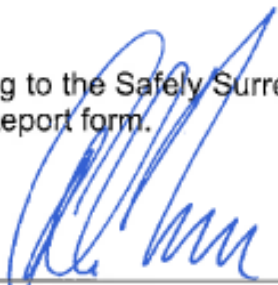
  
\_\_\_\_\_  
Signature

Exhibit 3D-Contractor Documentation

**Item B.6 – INSURANCE AND PERFORMANCE ASSURANCE**

This item consists of 36 pages (including this page).

**B.6 – INSURANCE**

Client#: 437902 BURRTWASTE

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
04/11/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: <b>constructioncerts@marshmma.com</b>														
<b>INSURED</b> Burrtec Waste Group, Inc. 9890 Cherry Avenue Fontana, CA 92335	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company <b>A</b></td> <td>19437</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company <b>A+</b></td> <td>40142</td> </tr> <tr> <td>INSURER C : Great American E &amp; S Insurance <b>A+</b></td> <td>37532</td> </tr> <tr> <td>INSURER D : Zurich American Ins Co of Illinois <b>A+</b></td> <td>27855</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company <b>A</b>	19437	INSURER B : American Zurich Insurance Company <b>A+</b>	40142	INSURER C : Great American E & S Insurance <b>A+</b>	37532	INSURER D : Zurich American Ins Co of Illinois <b>A+</b>	27855	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company <b>A</b>	19437														
INSURER B : American Zurich Insurance Company <b>A+</b>	40142														
INSURER C : Great American E & S Insurance <b>A+</b>	37532														
INSURER D : Zurich American Ins Co of Illinois <b>A+</b>	27855														
INSURER E :															
INSURER F :															

COVERAGE	CERTIFICATE NUMBER:	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.																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">INSTR. LTR.</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDITIONAL INSURER (Y/N)</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF. (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP. (MM/DD/YYYY)</th> <th style="width: 25%;">LIMITS</th> </tr> <tr> <td style="text-align: center;">A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> BI/PD Ded:25000                      GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC                      OTHER:                 </td> <td style="text-align: center;">X</td> <td>023627374</td> <td>03/01/2018</td> <td>03/01/2019</td> <td>                     EACH OCCURRENCE \$1,000,000                      DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000                      MED EXP (Any one person) \$EXCLUDED                      PERSONAL &amp; ADV INJURY \$1,000,000                      GENERAL AGGREGATE \$2,000,000                      PRODUCTS - COMP/OP AGG \$2,000,000                      \$                 </td> </tr> <tr> <td style="text-align: center;">D</td> <td>                     AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY  <input type="checkbox"/> Hired AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                 </td> <td style="text-align: center;">X</td> <td>BAP014157401</td> <td>03/01/2018</td> <td>03/01/2019</td> <td>                     COMBINED SINGLE LIMIT (Ea accident) \$2,000,000                      BODILY INJURY (Per person) \$                      BODILY INJURY (Per accident) \$                      PROPERTY DAMAGE (Per accident) \$                      \$                 </td> </tr> <tr> <td style="text-align: center;">A</td> <td>                     UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR                      EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                      DED. RETENTION \$                 </td> <td></td> <td>021391622</td> <td>03/01/2018</td> <td>03/01/2019</td> <td>                     EACH OCCURRENCE \$2,000,000                      AGGREGATE \$2,000,000                      \$                 </td> </tr> <tr> <td style="text-align: center;">B</td> <td>                     WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                      ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N                      (Mandatory in NH)                      If yes, describe under DESCRIPTION OF OPERATIONS below                 </td> <td style="text-align: center;">N/A</td> <td>WC014157301</td> <td>03/01/2018</td> <td>03/01/2019</td> <td> <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                 </td> </tr> <tr> <td style="text-align: center;">C</td> <td>Pollution Legal Liability</td> <td></td> <td>PRE139891100</td> <td>10/31/2016</td> <td>10/31/2016</td> <td>                     \$6,000,000 Pollution Condition Incident                      \$6,000,000 Aggregate                 </td> </tr> </table>	INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N)	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 <input checked="" type="checkbox"/> BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	023627374	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	BAP014157401	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		021391622	03/01/2018	03/01/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC014157301	03/01/2018	03/01/2019	<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	C	Pollution Legal Liability		PRE139891100	10/31/2016	10/31/2016	\$6,000,000 Pollution Condition Incident \$6,000,000 Aggregate		
INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N)	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 <input checked="" type="checkbox"/> BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	023627374	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$																																						
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	BAP014157401	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																																						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		021391622	03/01/2018	03/01/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$																																						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC014157301	03/01/2018	03/01/2019	<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																																						
C	Pollution Legal Liability		PRE139891100	10/31/2016	10/31/2016	\$6,000,000 Pollution Condition Incident \$6,000,000 Aggregate																																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re: The Exclusive Franchise Agreement for the Area of East Pasadena/East San Gabriel/East Arcadia/Royal Oaks, Contract #003428. The County of Los Angeles, and its Special Districts, elected officials, officers, agents, and employees are included as additional insured with respects to General Liability, Auto Liability and Pollution Liability per attached endorsements. Waiver of Subrogation applies to General Liability, Auto Liability, Workers Compensation and Pollution Liability per attached endorsement. Coverage is Primary and Non-Contributory per the attached endorsement.**

<b>CERTIFICATE HOLDER</b> County of Los Angeles Dept of Public Works 900 S. Fremont Ave Los Angeles, CA 91803	<b>CANCELLATION</b> 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 
---	--

### 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 San Diego

On 4/23/2018 before me, M. Collett, Notary Public  
(insert name and title of the officer)

personally appeared Vanessa Turner  
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 M. Collett (Seal)





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Insurance Agency LLC		NAMED INSURED Burrtec Waste Group, Inc.	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Named Insured Schedule

Burrtec Waste Group, Inc.  
 Burrtec Waste Industries, Inc.  
 Agua Mansa MRF, LLC  
 AVCO Disposal, Inc.  
 Burr Girls, LLC  
 Burr Group, LP  
 Burr Group, Inc  
 Burr Properties, LLC  
 Burr Properties, G.P.  
 Burrline, LLC  
 Burrtec Environmental, LLC  
 Burrtec Recovery & Transfer, LLC  
 Burrtec Waste & Recycling Services, LLC  
 Burrtec Retirement Savings Plan  
 Burrtec Waste Industries, Inc. (formerly PSP Waste Services, Inc.)  
 Burrtec Waste Industries, Inc. DBA: Burbank Recycling  
 Burrtec Waste Industries, Inc. DBA: Agua Mansa Recycling & Transfer Co.  
 Burrtec Waste Industries, Inc. DBA: Burrtec Recycling & Transfer Co.  
 Burrtec Waste Industries, Inc. DBA: Burrtec Recycling Center  
 Burrtec Waste Industries, Inc. DBA Coachella Valley Compost  
 Burrtec Waste Industries, Inc. DBA Coachella Valley Transfer Station  
 Coachella/Indio Waste Transfer Station Joint Powers Authority  
 Burrtec Waste Industries, Inc. DBA Desert Disposal  
 Burrtec Waste Industries, Inc. DBA: East Valley Recycling & Transfer  
 Burrtec Waste Industries, Inc. DBA: Inland Empire Recycling  
 Burrtec Waste Industries, Inc. DBA: Marks Disposal  
 Burrtec Waste Industries, Inc. DBA: Tri-Co  
 Burrtec Waste Industries, Inc. DBA: Tri-County Disposal  
 Burrtec Waste Industries, Inc. DBA: Trico Disposal  
 Burrtec Waste Services, LLC  
 Crestline Disposal  
 Currans Rubbish Disposal, Inc.  
 E. Cole Burr, individually  
 E. Cole Burr, Trustee of the Burr Family Trust  
 EDCO Disposal  
 Edward G. Burr  
 Sandra L. Burr  
 Cole Burr  
 Tracy A. Burr  
 Burr Properties  
 Empire Disposal, LLC  
 Fontana Rubbish Collectors, Inc.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Insurance Agency LLC		NAMED INSURED Burrtec Waste Group, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

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

Named Insured Schedule

- Inland BioEnergy, LLC
- Jack's Disposal, Inc. DBA Yukon Disposal
- Jack's Disposal, Inc.
- Kaiser Recycling Corporation
- KGB Properties, LLC (formerly Burr Girls, LLC
- Lake Arrowhead Disposal
- Lucerne Valley Disposal
- Monte Vista Disposal, Inc.
- Mountain Disposal Services, Inc.
- Rancho Disposal Service, Inc.
- Rialto Services, Inc.
- Running Springs Disposal
- TEMEC Maintenance Enterprise, Inc.
- Tracey A. Burr
- Tracey A. Burr
- Tri-County Disposal, Inc.
- Tri-County Disposal, Inc. DBA: Gary's Disposal
- Victorville Disposal, Inc.
- West Valley MRF, LLC
- West Valley Recycling and Transfer, Inc.
- Yucaipa Disposal, Inc.
- Desert Properties, LLC
- Burr Family Trust
- Yukon Disposal

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

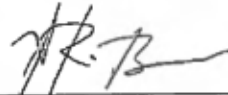
**ENDORSEMENT**

**LEXINGTON INSURANCE COMPANY**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR  
Countersignature (In states where applicable)

LEXOCC234 (11/03)  
LX0485



INSURED: Burtac Waste Group, Inc.

POLICY #: 023627374

POLICY PERIOD: 03/01/2018

TO 03/01/2019

**PRIMARY/NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

LX9636 (08/05)

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

**ENDORSEMENT**

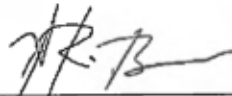
LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
  - 1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
  - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
  - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
  - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
    - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii Supervisory, inspection, architectural or engineering activities.
  - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

- 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative OR  
Countersignature (In states where applicable)

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

**ENDORSEMENT**

**LEXINGTON INSURANCE COMPANY**

**AGGREGATE LIMITS OF INSURANCE - PER LOCATION AMENDMENT AND  
OVERALL GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

- (1) Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

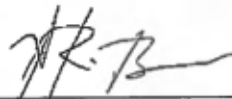
Overall General Aggregate Limit - \$5,000,000

- (2) SECTION III-LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.



\_\_\_\_\_  
Authorized Representative OR  
Countersignature (In states where applicable)

LX9493 (Ed. 02/04)

INSURED: Burrtec Waste Group, Inc.

POLICY #: BAP014157401

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

**Coverage Extension Endorsement – Liability Only**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Motor Carrier Coverage Form

**A. Amended Who is An Insured**

1. The following is added to the Who is An Insured Provision in Section II – Covered Autos Liability Coverage:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

**D. Driver Safety Program Liability Coverage**

The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

U-CA-428-A CW(02-14)  
Page 1 of 3

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**F. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**G. Unintentional Failure to Disclose Hazards**

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**H. Hired Auto – World Wide Coverage**

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

**I. Bodily Injury Redefined**

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**J. Expected Or Intended Injury**

The Expected Or Intended Injury Exclusion in Paragraph B, Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-CA-428-A CW(02-14)  
Page 3 of 3

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED: Burrtec Waste Group, Inc.

POLICY #: WC014157301

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

**ALL PERSONS OR  
ORGANIZATIONS  
WHEN REQUIRED  
BY WRITTEN CONTRACT**



INSURED: Burrtec Waste Group, Inc.

POLICY #: PRE139891100

POLICY PERIOD: 10/31/2016

TO: 10/31/2016



PRE 32 04 (Ed. 05 13)

**ENDORSEMENT # 13**

This endorsement, effective 12:01 a.m., 10/31/2016, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By Great American E & S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF INSURED AMENDATORY ENDORSEMENT – "ADDITIONAL INSURED" STATUS FOR UNRELATED ENTITIES WHEN REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

**PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY**

The INSURED and the Company agree to the following Policy change(s):

Section II. DEFINITIONS, Item T. INSURED, is amended by the addition of the following:

When required by written contract, INSURED also includes any entity unrelated to the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, but solely for its liability arising out of the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION and only if such contract was signed by the INSURED prior to the date the applicable POLLUTION CONDITION first commenced. Coverage shall only be afforded for such entity if it is named in a lawsuit, petition or regulatory action as a co-defendant with the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED alleging that it is liable as a result of the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION. No coverage will be provided under this Policy for any such identified organization or entity's own negligence or strict liability. Coverage for such entity under this Policy shall not exceed the lesser of the following amounts:

- a) the Limit of Liability required under such written contract; or
- b) the applicable Limit of Liability of this Policy.

All other terms and conditions remain the same.

INSURED: Burrtec Waste Group, Inc.

POLICY #: PRE139891100

POLICY PERIOD: 10/31/2016

TO: 10/31/2016



PRE 30 04 (Ed. 05 13)

**ENDORSEMENT # 12**

This endorsement, effective 12:01 a.m., 10/31/2016, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By Great American E & S Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY**

The INSURED and the Company agree to the following Policy change(s):

Each of the following entities is an ADDITIONAL INSURED:

Union Bank of California, N.A.  
P.O. Box 30115  
Los Angeles, CA 90030-0115

The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives  
14310 Frederick Street  
Moreno Valley, CA 92553

The County of Los Angeles, its Special Districts, its elected officials, officers, agents, employees and volunteers  
Department of Public Works  
Alhambra, CA 91803

The City of Rancho Mirage, its electives and appointive boards, commissions, officials, officers, employees, agents and volunteers  
69-825 Highway 111  
Rancho Mirage, CA 92270-2898

The County/Districts of San Bernardino and its officers, employees, agents and volunteers  
222 W. Hospitality Lane, Second Floor  
San Bernardino, CA 92415

Tyler Mail Limited partnership, LLC, GCP Limited Partnership, General Growth Properties, Inc.  
c/o Keter Environmental Services, Inc.  
1177 High Ridge Drive  
Stamford, CT 06905

UC Regents  
University of California Riverside



PRE 30 04 (Ed. 05 13)

Attn: Physical Plant  
3401 Watkins, Drive  
Riverside, CA 90030-0115

The City of Riverside and its officers, officials, elected and appointed boards, commissions, employees,  
agents and volunteers  
Risk Management  
3900 Main Street  
Riverside, CA 92522

Department of Water Resources, State of California, its officers, agents, employees and servants  
1416 9th Street  
Sacramento, CA 95814

All other terms and conditions remain the same.

INSURED: Burrtec Waste Group, Inc.

POLICY #: PRE139891100

POLICY PERIOD: 10/31/2016

TO: 10/31/2016



PRE 39 25 (Ed. 05 13)

**ENDORSEMENT # 11**

This endorsement, effective 12:01 a.m., 10/31/2016, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By Great American E & S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY**

The INSURED and the Company agree to the following Policy change(s):

Section IX. CONDITIONS, Item M. OTHER INSURANCE, is deleted in its entirety and replaced with the following:

**M. OTHER INSURANCE** - Subject to Section VI., Limit of Liability and Self-Insured Retention, this insurance is primary and non-contributory. However, where other insurance may be available to the INSURED for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, or other coverage afforded under this Policy, the INSURED shall, upon request of the Company, provide the Company with copies of all such policies.

All other terms and conditions remain the same.

INSURED: Burrtec Waste Group, Inc.

POLICY #: PRE139891100

POLICY PERIOD: 10/31/2016

TO: 10/31/2016



PRE 39 92 (Ed. 05 13)

**ENDORSEMENT # 10**

This endorsement, effective 12:01 a.m., 10/31/2016, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By Great American E & S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION – BLANKET WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section IX. CONDITIONS, Item P. SUBROGATION, is deleted in its entirety and replaced with the following:

**P. SUBROGATION** – If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the Limits of Liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the Self-Insured Retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, the Company specifically waives any rights of recovery against any person or organization as required in a written contract that was fully executed by an INSURED prior to the earlier of the date an INSURED first receives notice of the CLAIM or the date an INSURED first discovers the POLLUTION CONDITION.

All other terms and conditions remain the same.



INSURED: Burrtec Waste Group, Inc.

POLICY #: PRE139891100

POLICY PERIOD: 10/31/2016

TO: 10/31/2016



PRE 30 03 (Ed. 05 13)

**ENDORSEMENT # 1**

This endorsement, effective 12:01 a.m., 10/31/2016, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By Great American E & S Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Each of the following entities is an ADDITIONAL NAMED INSURED:

Agua Mansa MRF, LLC  
Agua Mansa Recycling & Transfer Co  
AVCO Disposal, Inc.  
Burr Girls, LLC  
Burr Group LP  
Burr Properties, G.P.  
Burrtec Environmental, LLC  
Burrtec Recovery & Transfer, LLC  
Burrtec Waste Industries, Inc.  
Burrtec Waste & Recycling Services, LLC  
Burrtec Waste Services, LLC  
Coachella Valley Compost (a dba of Burrtec Waste Industries, Inc.)  
Coachella Valley Transfer Station (a dba of Burrtec Waste Industries, Inc.)  
Coachella/Indio Waste Transfer Station Joint Powers Authority  
Currans Rubbish Disposal, Inc.  
Empire Disposal, LLC  
Fontana Rubbish Collectors, Inc.  
Jack's Disposal Service, Inc.  
Kaiser Recycling Corporation  
Monte Vista Disposal, Inc.  
Mountain Disposal Services, Inc.  
Rancho Disposal Service, Inc.  
Tri-County Disposal, Inc.  
Victorville Disposal, Inc.  
West Valley MRF, LLC  
West Valley Recycling and Transfer, Inc.  
Yucaipa Disposal, Inc.  
Yukon Disposal



PRE 30 03 (Ed. 05 13)

All other terms and conditions remain the same.

INSURED: Burrtec Waste Group, Inc.

POLICY#: BAP014157401

POLICY PERIOD: 03/01/2018

TO: 03/01/2019



## Notification to Others of Cancellation or Nonrenewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
County of Los Angeles Department of Public Works 900 S. Fremont Avenue Los Angeles, CA 91803-000	30

U-CA-810-A CW (05/10)  
Page 1 of 1

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

U-CA-810-A CW (05/10)  
Page 2 of 1

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374

POLICY PERIOD: 03/01/2018

TO: 03/01/2019

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED  
INSURED ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

**SCHEDULE**

Name of Certificate Holder(s) and Address:

1. County of Los Angeles

Department of Public Works  
900 S. Fremont Avenue  
Los Angeles, CA 91803-00

---

If the **Insurer** cancels this policy for any reason other than cancellation for non-payment of premium, notice of cancellation shall be given in accordance with the terms and conditions of the policy to the Certificate Holder(s) shown in the above Schedule.

Other than the right to receive notice of cancellation as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional Named Insured status.

As used herein, **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms and conditions of the policy remain the same.



---

**Authorized Representative**



Administrative Offices  
301 E. 4th Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

PRE 39 36 (Ed. 05 13)

ENDORSEMENT # 22

This endorsement, effective 12:01 a.m., 4/9/2018, forms a part of Policy No. PRE 1398911 00 issued to BURRTEC WASTE GROUP, INC. By GREAT AMERICAN E & S INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION AMENDATORY ENDORSEMENT – NOTICE TO LISTED ENTITY**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section IX. CONDITIONS, Item D. CANCELLATION, is deleted in its entirety and replaced with the following:

**D. CANCELLATION** - This Policy may be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation shall be effective. In the event of cancellation by the FIRST NAMED INSURED, the return premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium percentage stated in the Declarations. If a CLAIM is made, a POLLUTION CONDITION is discovered, or coverage is otherwise afforded under this Policy, then the premium shall be considered fully earned by the Company and the INSURED is not entitled to a return premium upon cancellation.

This Policy may be cancelled by the Company by mailing, delivering, emailing, or faxing written notice to the FIRST NAMED INSURED at the address shown in the Declarations which states when, not less than ninety (90) days (ten (10) days for non-payment of premium) thereafter such cancellation shall be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by the Company for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an INSURED, such as can be proven in a court of law.

The Company shall send a copy of any such notice issued by the Company to each entity listed below, no less than thirty (30) days [ten (10) days for non-payment of premium] prior to the effective date of cancellation, at the address shown. Failure of any entity listed below to receive a copy of such notice of cancellation shall not affect the right of the Company to cancel the Policy. Nothing in this Condition D. shall be construed, is intended to, nor shall actually confer upon any entity listed below any legal or equitable right, benefit, or remedy of any nature whatsoever.

<u>Entity(ies):</u>	<u>Mailing Address:</u>
County of Los Angeles	900 S. Fremont Avenue
Department of Public Works	Los Angeles, CA 91803-0000

All other terms and conditions remain the same.



Administrative Offices  
301E 4th Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

PRE 30 00 (Ed. 05 13)

## Great American E & S Insurance Company

### PREMISES ENVIRONMENTAL LIABILITY INSURANCE DECLARATIONS

---

**THIS POLICY CONTAINS SOME CLAIMS-MADE AND REPORTED COVERAGES. READ IT CAREFULLY.**

**SOME OF THE COVERAGES CONTAINED WITHIN THIS POLICY REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.**

Policy Number: PRE 1398911 00  
NEW BUSINESS  
Customer Number: 0005330609

1. FIRST NAMED INSURED: BURRTEC WASTE GROUP, INC.  
Street Address: 9890 CHERRY AVENUE  
City/State/Zip: FONTANA, CA 92335
  
2. Policy Period: From: 10/31/2016 To: 10/31/2018  
(12:01 A.M. standard time at the mailing address shown in Item 1. above)



PRE 30 00 (Ed. 05 13)

3. Coverages and Coverage Section Limits of Liability and Self-Insured Retention:  
 If no Limit of Liability or Self-Insured Retention amount appears for a Coverage section shown below, this Policy does not apply for that Coverage section.

Coverage	Each POLLUTION CONDITION Limit	Coverage Aggregate Limit	Self-Insured Retention
A.	\$ 6,000,000	\$ 6,000,000	\$ 25,000
B.	\$ 6,000,000	\$ 6,000,000	\$ 25,000
C.	\$ 6,000,000	\$ 6,000,000	\$ 25,000
D.	\$ 6,000,000	\$ 6,000,000	\$ 25,000
E.	\$ 6,000,000	\$ 6,000,000	\$ 25,000
F.	\$25,000	\$25,000	\$2,500
Coverage	Each POLLUTION CONDITION Limit	Coverage Aggregate Limit	DEDUCTIBLE PERIOD
G.	\$1,000,000	\$1,000,000	7 Days

4. Policy Aggregate Limit of Liability: \$ 6,000,000
5. COVERED LOCATION(s): See Covered Location Endorsement
6. CONTRACTING SERVICES: Municipal waste collection and transport to permitted disposal facility; collection of portable toilets including associated services
7. Retroactive Date (Only Applicable to Claims-Made Coverage Parts): See Endorsements
8. Reverse Retroactive Date: None
9. Premium: \$ [REDACTED]  
 -TRIA (Terrorism Coverage): \$ ---  
 Assessments and Surcharges: \$ [REDACTED]  
 TOTAL: \$ [REDACTED]
10. Minimum Earned Premium: 100%
11. Broker: Marsh & McLennan Agency  
 Street Address: 9171 Towne Centre Drive, Suite 500  
 City/State/Zip: San Diego, CA 92122



Administrative Offices  
301 E. 4th Street  
Cincinnati, Ohio 45202  
Tel 1-513-369-5000

PRE 30 00 (Ed. 05 13)

12. Forms and Endorsements applicable to all Coverage parts and made part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule.

PRE 30 01 (Ed. 05 13)

1. which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD; or
2. if, during the POLICY PERIOD:
  - (a) the POLLUTION CONDITION first begins;
  - (b) the INSURED first discovers the POLLUTION CONDITION; and
  - (c) the INSURED first reports the POLLUTION CONDITION to the Company, in writing.

**D. COVERAGE D – NON-OWNED DISPOSAL SITE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a NON-OWNED DISPOSAL SITE, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

**E. COVERAGE E – OCCURRENCE IN-BOUND AND OUT-BOUND CONTINGENT TRANSPORTATION COVERAGE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from the INSURED's goods, products, or waste, during the course of their transportation by a CARRIER to or from a:

1. JOB SITE; or
2. COVERED LOCATION,

including any loading or unloading of such goods, products, or waste, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

**F. COVERAGE F – ON-SITE CLEAN-UP COSTS FOR BIOLOGICAL HAZARDS**

The Company will pay on behalf of the INSURED for CLEAN-UP COSTS because of a POLLUTION CONDITION on, at, or within any building or structure at a COVERED LOCATION, but only if:

1. such POLLUTION CONDITION is first discovered by the INSURED during the POLICY PERIOD; and
2. the INSURED notifies the Company of such POLLUTION CONDITION, in writing, during the POLICY PERIOD.

**G. COVERAGE G – BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION**

The Company will pay the INSURED's BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE because of an INTERRUPTION at a COVERED LOCATION, but only if:

1. the INTERRUPTION first commences during the POLICY PERIOD and:
  - (a) is caused directly by a POLLUTION CONDITION on, at, under, or migrating from such COVERED LOCATION; or
  - (b) is required by a government entity and is caused solely by a POLLUTION CONDITION that:
    - (i) first commences at a location that is not a COVERED LOCATION or otherwise owned, operated, used, maintained, leased, or controlled by the INSURED; and
    - (ii) poses an imminent threat to persons or property at such COVERED LOCATION;

(Page 2 of 16)



INSURED: Burrtec Waste Group, Inc.

POLICY#: WC014157301

POLICY PERIOD: 03/01/2018

TO: 03/01/2018

**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
COUNTY OF LOS ANGELES AND IT PUBLIC ENTITY OR SPECIAL	30
DISTRICT FOR WHICH THE LOS ANGELES COUNTY BOARD OF	
SUPERVISORS IS THE GOVERNING BODY, AND THEIR AGENTS,	
OFFICERS AND EMPLOYEES	

All other terms and conditions of this policy remain unchanged.



## **B.6 – PERFORMANCE ASSURANCE**

Exhibit 3D-Contractor Documentation

**Item B.7 – INTERNAL REVENUE SERVICE NOTICE 1015**

This item consists of 2 pages (including this page).

## Item B.7 – INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2017)

#### Have You Told Your Employees About the Earned Income Credit (EIC)?

---

##### What is the EIC?

The EIC is a refundable tax credit for certain workers.

##### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

##### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

##### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

##### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

---

Notice **1015** (Rev. 12-2017)  
Cat. No. 205991

Exhibit 3D-Contractor Documentation

**Item B.8 – CONTRACTOR’S EEO CERTIFICATION**

This item consists of 2 pages (including this page).

**B.8 – Contractor’s Certification (Form PW-7)**

Exhibit 3D-Contractor Documentation

**Item B.9 – INTENTIONALLY OMITTED**

Exhibit 3D-Contractor Documentation

**Item B.10 – SHARPS COLLECTION**

This item consists of 3 pages (including this page).

## **Item B.10 – SHARPS COLLECTION**

### **Sharps Collection Program**

Within one week after residential customers' request, Burrtec Waste Industries, Inc. will provide said customer, at the customers' residential premises, without surcharge to the County or customer, an approved container for Sharps disposal in accordance with Applicable Laws.

Burrtec will provide 1-gallon Sharps containers preapproved by the County of Los Angeles. Upon request by the customer, Burrtec personnel will deliver an empty Sharps container kit.

Each kit includes: A government-approved plastic container specially-designed for Sharps waste and an information flyer.

Burrtec has identified Thermal Combustion Innovators, Inc. as the Sharps container vendor. Burrtec will also utilize Stericycle as the Sharps container and autoclave vendor in those instances where customers request the postage pre-paid mail-back option.

Once the container is full, the customer may deliver the container to a designated drop-off facility. At customers' request, a postage pre-paid mail-back shipping box will be provided. Upon receipt, Stericycle documents the receipt and properly treats and destroys the Sharps container and its contents.

Burrtec will provide, upon request, 1-gallon containers to each customer up to four times per year.

Burrtec will provide the following:

- a. Distribution of County approved Sharps containers (to include informational flyer)
- b. Collections of Sharps containers via drop-off location or postage pre-paid mail-back box
- c. Proper handling and disposal of containers in accordance with Applicable Laws.





## Sharps Collection Program for East Pasadena/East San Gabriel/East Arcadia/Royal Oaks

Pursuant to State law, which prohibits disposal of home-generated Sharps waste in trash and recycling containers, Burrtec is offering its single family cart customers a safe and easy way to dispose of their Sharps waste. Customers may request up to four 1-gallon Sharps containers per year, for storing and proper disposal at no additional cost.

### **What are home-generated sharps?**

"Home-generated sharps waste" means hypodermic needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a household.

As of September 1, 2008, State law prohibits residents from disposing of home-generated sharps waste in the trash.

### **How is a Sharps container obtained?**

Participating residents can pick up a Sharps container at the Burrtec Office located at 1017 W. Gladstone St., Azusa, CA 91702 *OR* residents may have a container delivered (limit 4 containers per customer per year).

### **Container Use**

1. Deposit syringes, needles and lancets into red container with the sharp end first. Do not fill the container to the top.
2. After container is 3/4 full, snap the cap firmly to close and place the container in a plastic bag. Seal securely.

### **Proper Disposal of Container**

Drop off Sharps containers in a Safe-Drug Drop-Off box (pictured right) at participating local Los Angeles County Sheriff Stations *OR* request a prepaid postage container when you call the Burrtec Customer Service at the number listed below.



**If you have any questions,  
please call Burrtec Customer Service  
at 1-800-325-9417  
Monday - Friday  
8 a.m. to 5 p.m.**



Exhibit 3D-Contractor Documentation

**Item B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM**

This item consists of 2 pages (including this page).

**Item B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM**

Twice per year, Burrtec will publicize and offer customers mulch (i.e., shredded bark and wood chips) and compost (no tire shreds) at no additional charge. The events will take place once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. Reasonable business efforts to offer mulch and compost that was produced from green waste generated in the service area will be used.

Burrtec will select a location within the service area or other feasible areas and will be responsible for planning and making all necessary arrangements. Burrtec will provide all the necessary staffing, vehicles, containers, and other equipment, and materials or supplies (such as shovels and extra bags). Burrtec will help participants who request help and shall post a bilingual sign at the event offering assistance.

Exhibit 3D-Contractor Documentation

**Item B.12 – ALTERNATIVES TO FULLY AUTOMATED OR 96-GALLON CARTS**

This item consists of 2 pages (including this page).

## **Item B.12 – ALTERNATIVES TO FULLY AUTOMATED OR 96-GALLON CARTS**

### **Alternatives to Fully Automated 96-Gallon Carts**

In the event the subscriber lives in difficult to service area, Burrtec Waste Industries will use a manual or other form of collection for Refuse, Recyclables, and Organics to service customers deemed difficult to service by the County. Should alternative containers be provided to these Customers they shall have the same aggregate capacity as Burrtec would have provided to Customers in carts at the rate surcharge provided in its Rate Schedule.

### **Alternatives to 96-Gallon Carts due to Space Restrictions**

In the event the subscriber is unable to store the 96-gallon containers due to space restrictions, Burrtec will provide alternative containers with the same aggregate capacity as outlined in the Agreement without rate discount or surcharge, if customers request the same aggregate capacity.

### **32-Gallon Cart Alternatives to 96-Gallon Carts**

If an Elderly Customer as defined in Exhibit 21 generates small amounts of waste and requests a 32-gallon Cart or Carts, Burrtec will provide the same number of 32-gallon Carts as Burrtec would have provided to that Customer in 96-gallon Carts, without Rate surcharge.

Exhibit 3D-Contractor Documentation

**Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS**

This item consists of 2 pages (including this page).

**Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS**

Burrtec Waste Industries, Inc. does not propose utilizing subcontractors in the performance of the Santa Clarita Valley franchise agreement.

Exhibit 3D-Contractor Documentation

**Item B.14 – BACKUP SERVICE PLAN**

This item consists of 3 pages (including this page).



## **Item B.14 — BACKUP SERVICE PLAN**

### **Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute many proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

#### **1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

#### **2. Offer Self-Hauling Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their solid waste, 6 days per week. The facility shall only charge the Customer for disposal costs with no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

#### **3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line to hear a taped looped message.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, email, or text messages.

**4. Credit Policy for Missed Contract Services**

**a. Missed Curbside Collection**

Since Customer is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer for each missed collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

CONTRACTOR shall only charge the Customer for the Dumpster/roll-off option or the drop-off option at a rate agreed upon in advance with County staff and only that fee shall be considered a charge to all Customers, whether or not the Customer chooses to utilize the Dumpster/roll-off option for Disposal.

**b. Other Customer Services**

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

**5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

**6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

Exhibit 3D-Contractor Documentation

**Item B.15 – KEY PERSONNEL**

This item consists of 3 pages (including this page).

<b>CONTRACT SERVICES MANAGERS</b>	
<p>Cole Burr, President Burrtec Waste Industries, Inc. 9890 Cherry Ave Fontana, CA 92335 Phone: (909) 429-4200 Fax: (909) 429-4290</p>	<p>Tracy Sweeney, Chief Operating Officer/VP Burrtec Waste Industries, Inc. 9890 Cherry Ave Fontana, CA 92335 Phone: (909) 429-4200 Fax: (909) 429-4290</p>
<p>Richard Niño, Vice President Burrtec Waste Industries, Inc. 9890 Cherry Ave Fontana, CA 92335 Phone: (909) 429-4200 Fax: (909) 429-4290</p>	
<b>AUTHORIZED REPRESENTATIVES</b>	
<p>Octavio Camacho, Division Manager Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 932-1578</p>	<p>Mary Fierro, Customer Services Manager Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 932-1578</p>
<p>Carlos Diaz, Route Supervisor Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 932-1578</p>	<p>Agustin Romero, Maintenance Supervisor Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 932-1578</p>
<b>EMERGENCY CONTACT (outside Contractor's office hours)</b>	
<p>Octavio Camacho, Division Manager Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 932-1578 Cell: (626) 327-5346</p>	<p>Richard Niño, Vice President Burrtec Waste Industries, Inc. 9890 Cherry Ave Fontana, CA 92335 Phone: (909) 429-4200 Fax: (909) 429-4290 Cell: (626) 675-5841</p>
<b>KEY PERSONNEL</b>	
<p>Richard Niño, Vice President Burrtec Waste Industries, Inc. 9890 Cherry Ave Fontana, CA 92335 Phone: (909) 429-4200 Fax: (909) 429-4290</p>	<p>Octavio Camacho, Division Manager Burrtec Waste Industries, Inc. 1017 W. Gladstone St Azusa, CA 91702 Phone: (800) 325-9417 Fax: (626) 327-5346</p>

<p>Mary Fierro, Customer Services Manager                  Burrtec Waste Industries, Inc.                  1017 W. Gladstone St                  Azusa, CA 91702                  Phone: (800) 325-9417                  Fax: (626) 932-1578</p>	<p>Carlos Diaz, Route Supervisor                  Burrtec Waste Industries, Inc.                  1017 W. Gladstone St                  Azusa, CA 91702                  Phone: (800) 325-9417                  Fax: (626) 932-1578</p>
<p>Agustin Romero, Maintenance Supervisor                  Burrtec Waste Industries, Inc.                  1017 W. Gladstone St                  Azusa, CA 91702                  Phone: (800) 325-9417                  Fax: (626) 932-1578</p>	<p>Debbie Hansen                  Burrtec Waste Industries, Inc.                  9890 Cherry Ave                  Fontana, CA 92335                  Phone: (909) 429-4200                  Fax: (909) 429-4290</p>
<p><b>SERVICES SAFETY OFFICIAL</b></p>	
<p>Octavio Camacho, Division Manager                  Burrtec Waste Industries, Inc.                  1017 W. Gladstone St                  Azusa, CA 91702                  Phone: (800) 325-9417                  Fax: (626) 932-1578</p>	

Exhibit 3D-Contractor Documentation

**Item B.16 – ROUTE MAPS AND SCHEDULES**

This item consists of 4 pages (including this page).







Exhibit 3D-Contractor Documentation

**Item B.17 – FACILITIES AND SOLID WASTE FACILITIES**

This item consists of 8 pages (including this page).

**Item B.17 – FACILITIES AND SOLID WASTE FACILITIES**

Exhibit 3D-Contractor Documentation

**Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS**

This item consists of 2 pages (including this page).

**Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS MADE IN ITS PROPOSAL FOR PROCUREMENT OF THIS AGREEMENT**

Exhibit 3D-Contractor Documentation

**Item B.19 – TRANSITION ROLL-OUT PLAN**

This item consists of 2 pages (including this page).

**Item B.19 – TRANSITION ROLL-OUT PLAN**

]

Exhibit 3D-Contractor Documentation

**Item B.20 – DIFFICULT TO SERVICE OCCUPANTS**

This item consists of 2 pages (including this page).

## **Item B.20 – DIFFICULT TO SERVICE OCCUPANTS**

Burrtec serves many residential customers throughout Southern California; some of these accounts may be in isolated, hard-to-service areas or have space limitations. Our experience to date has included hard-to-access Mountain roads, unpaved Desert roads, narrow roads, dirt roads, tightly developed urban areas, etc.

These service challenges require special equipment and collection methods to address the type of restrictions that may be present. While no single service option is ideal Burrtec is prepared to offer equipment and container alternatives to facilitate program compliance within the same rate schedule as other residential services. This will include providing alternative carts having the same aggregate capacity as would be provided under the regular services schedule. For example, up to 3 – 35 gallon carts will be provided in areas where customers face space restrictions for cart storage or set out sites.

Additionally, collection equipment options may require smaller collection vehicles that are able to safely and effectively maneuver in difficult to service areas. This equipment will allow safe access to hard-to-service areas with either manual or automated collection methods. Specific service option alternatives will be developed for each circumstance. Subject to Director's approval, Burrtec will charge the County approved difficult to service fee.



Exhibit 3D-Contractor Documentation

**Item B.21 – MOVEMENT OF GREEN WASTE**

This item consists of 2 pages (including this page).

**Item B.21 – MOVEMENT OF GREEN WASTE**

Burrtec Waste Industries will comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of green waste.

Please see Item A.1 for a copy of the CDFA agreement in this matter.

EXHIBIT 5 – Additional Contract Language

**PART 1 -** Part no longer used.

**PART 2 -** Part no longer used.

**PART 3 - GENERAL CONTRACT REQUIREMENTS**

**A. Employment Eligibility Verification**

1. CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
2. CONTRACTOR shall defend and hold harmless, COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both about any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this CONTRACT.

**B. Security and Background Investigations**

Security and background investigations of CONTRACTOR's staff may be required at the discretion of COUNTY as a condition of beginning and continuing work under any resulting CONTRACT. The cost of background checks is the responsibility of CONTRACTOR.

**C. Consideration of Hiring COUNTY Employees**

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

**D. Conflict of Interest**

No COUNTY employee whose position with COUNTY enables such employee to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of CONTRACTOR who may financially benefit from the performance of the work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of COUNTY Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this CONTRACT will not violate those provisions. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this CONTRACT. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this CONTRACT subjecting CONTRACTOR to either contract termination for default or debarment proceedings or both. CONTRACTOR must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

**E. Fair Labor Standards Act**

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

**F. Consideration of GAIN/GROW Participants for Employment**

COUNTY will refer GAIN and GROW participants by category to CONTRACTOR. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees priority.

**G. Record Retention and Inspection/Audit Settlement**

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally

accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, review records, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this CONTRACT and for a period of five years thereafter unless COUNTY's written permission is given to Dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in COUNTY, provided that if any such material is located outside COUNTY, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, review records, excerpt, copy, or transcribe such material at such other location.

1. If a review of records of CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor, reviewer, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such review of records report with COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such review of records report(s).
2. Failure on the part of CONTRACTOR to comply with any of the provisions of this paragraph shall constitute a material breach of this CONTRACT upon which COUNTY may suspend or terminate for default or suspend this CONTRACT.
3. If, at any time during the term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, representatives of COUNTY conduct a review of records of CONTRACTOR regarding the work performed under this CONTRACT, and if such review of records finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this CONTRACT or otherwise. If such review of records finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by COUNTY for this CONTRACT.

## H. Compliance with COUNTY's Jury Service Program

### 1. Jury Service Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled CONTRACTOR Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of COUNTY Code.

### 2. Written Employee Jury Service Policy

- a. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this CONTRACT, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract CONTRACT and a copy of the Jury Service Program shall be attached to the CONTRACT.
- c. If CONTRACTOR is not required to comply with the Jury Service Program when this CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.

- d. CONTRACTOR's violation of this Section of this CONTRACT may constitute a material breach of this CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, suspend or terminate this CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period consistent with the seriousness of the breach.

#### **I. CONTRACTOR's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR's to complete the Charitable Contributions Certification (Form PW-12), COUNTY seeks to ensure that all COUNTY CONTRACTOR's which receive or raise charitable contributions comply with California law to protect COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (COUNTY Code Chapter 2.202)

#### **J. Social Enterprise Preference Program**

CONTRACT is subject to the provisions of COUNTY's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of COUNTY Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If CONTRACTOR has obtained COUNTY certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY'S costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this CONTRACT.
- Be subject to the provisions of Chapter 2.202 of COUNTY Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **K. Local Small Business Enterprise Preference Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of COUNTY Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between this CONTRACT amount and what COUNTY's costs would have been if this CONTRACT had been properly awarded.



- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this CONTRACT.
- Be subject to the provisions of Chapter 2.202 of COUNTY Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **L. Disabled Veteran Enterprise Preference Program**

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of COUNTY Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If CONTRACTOR has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY'S costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the CONTRACT.
- Be subject to the provisions of Chapter 2.202 of COUNTY Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## M. **CONTRACTOR Responsibility and Debarment**

### 1. **Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

### 2. **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this CONTRACT, debar CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts CONTRACTOR may have with COUNTY.

### 3. **Nonresponsible CONTRACTOR**

COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.

### 4. **Contractor Hearing Board**

- a. If there is evidence that CONTRACTOR may be subject to debarment, Public Works will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor

Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- c.** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d.** If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- e.** Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- f.** Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

**5. Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

**N. Reporting Requirements for Improper Solicitations**

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration. CONTRACTOR shall make the report either to COUNTY manager charged with the supervision of the employee or to COUNTY Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). Among other items, improper consideration may take the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

**O. COUNTY's Quality Assurance Plan**

COUNTY or its agent will monitor CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such monitoring will include assessing CONTRACTOR's compliance with all this Contract's terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, COUNTY may suspend or terminate this CONTRACT for default or impose other penalties as specified in this CONTRACT.

**P. Local Small Business Enterprise Utilization**

When requested by COUNTY, CONTRACTOR shall provide to COUNTY via methods specified by COUNTY, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using COUNTY-designated third-party software system or to a COUNTY approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, CONTRACTOR shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, CONTRACTOR shall indicate, via methods specified by COUNTY, the actual dollar amounts paid to each listed subcontractor who performed work on the

project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to CONTRACTOR to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that CONTRACTOR shall be liable to COUNTY for said amount.

If in the judgment of Director, or his/her designee, CONTRACTOR is deemed to be in non-compliance with the terms and obligations, Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from COUNTY's final payment to CONTRACTOR.

**Q. Compliance with COUNTY's Zero Tolerance Human Trafficking**

CONTRACTOR acknowledges that COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, COUNTY shall require that CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under the Contract. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **PART 4 - INDEMNIFICATION AND INSURANCE**

### **A. Indemnification and Release of COUNTY**

CONTRACTOR shall release, indemnify, defend, and hold harmless COUNTY and COUNTY's Related Parties from and against all Liabilities arising from, connected with, or relating to all the following:

#### **1. Operations**

CONTRACTOR and CONTRACTOR's Related Parties' operations or any of their respective services on or after the date of this CONTRACT, including the Task 1 and Task 2 services and Liabilities further detailed in the following Indemnifications contained in Part 4A2 through Part 4A5 of this Exhibit 5, but excluding any Liabilities arising from the sole active negligence of COUNTY.

#### **2. Cal/OSHA**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR or COUNTY or both about any alleged act or omission of CONTRACTOR or any of CONTRACTOR's Related Parties that is in violation of any Cal/OSHA regulation. This obligation includes all investigations and proceedings associated with purported violations of 8 CCR 336.10 pertaining to multiemployer work sites. CONTRACTOR shall not be obligated to so release, indemnify, defend, and hold harmless COUNTY from and against any Liabilities arising from the active negligence of COUNTY.

#### **3. Immigration**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged violation of Federal Applicable Law (including the Immigration Reform and Control Act of 1986 (PL. 99-603) pertaining to the eligibility for employment of individuals performing Task 1 and Task 2 services. CONTRACTOR shall not be obligated to so indemnify, release, defend, and hold harmless COUNTY from and against any Liabilities arising from active negligence of COUNTY.

#### **4. Enforcement of CONTRACT or Applicable Law**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, any Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged failure of COUNTY to exercise COUNTY's rights under



this CONTRACT or to enforce provisions of this CONTRACT or of Applicable Law as permitted under Part 11A4 of Exhibit 5.

**5. Disposal**

The presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Unpermitted Waste or petroleum to, in, on, at, or under any Vehicle, place, site, or facility where CONTRACTOR or any of CONTRACTOR's Related Parties transports, delivers, stores, processes, Recycles, composts or Disposes of Solid Waste to the extent that Liabilities are caused indirectly or directly by any of the following:

**a. *CONTRACTOR Negligence or Misconduct***

The wrongful, willful, or negligent act, error or omission, or the misconduct of CONTRACTOR or any of CONTRACTOR's Related Parties;

**b. *Non-Customer Materials***

The Collection, delivery, handling, Recycling, processing, composting or Disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of any materials or waste, including Unpermitted Waste, that are generated by Persons other than Customers and Occupants or collected from premises other than Premises;

**c. *Failure to Comply with Unpermitted Waste Screening Protocol***

The failure of CONTRACTOR or any of CONTRACTOR's Related Parties to undertake Unpermitted Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; or

**d. *CONTRACTOR-Identified Unpermitted Waste***

The improper or negligent collection, handling, delivery, processing, recycling, composting, or disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of Unpermitted Waste that CONTRACTOR or any of CONTRACTOR's Related Parties inadvertently collects from Customers and Occupants and that CONTRACTOR or any of CONTRACTOR's Related Parties identifies as Unpermitted Waste before its delivery, processing, recycling, composting, or disposal whether:

- (1) In one or more occurrence;
- (2) Threatened or transpired;
- (3) CONTRACTOR or any of CONTRACTOR's Related Parties is negligent or otherwise culpable; or
- (4) Those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this item A5, "**Liabilities**" includes Liabilities arising from or attributable to any operations, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, post closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing Indemnification under this item A5 is intended to operate as a CONTRACT under 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify COUNTY from liability in accordance with this Section.

The mere presence of household hazardous waste in the Solid Waste that is Collected by CONTRACTOR or any of CONTRACTOR's Related Parties under this CONTRACT will not constitute negligence and in and of itself create any liability on the part of CONTRACTOR or any of CONTRACTOR's Related Parties absent any of the circumstances described in items a through d in this item A5.

With respect to COUNTY's defense under this item A5, COUNTY reserves the right to retain co-counsel at its own cost and expense and CONTRACTOR shall direct CONTRACTOR'S counsel to assist and cooperate with COUNTY'S co-counsel.

CONTRACTOR hereby releases and shall not seek contribution or compensation of any nature from COUNTY for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. CONTRACTOR shall not make any claims against or assert an interest in any account, fund, or reserve that COUNTY may establish or set aside from the proceeds of the Franchise Fee or otherwise or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve COUNTY is under no obligation to establish or maintain.

## **B. Insurance**

Without limiting its Indemnities, and in the performance of this CONTRACT and until all its Performance Obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain the following programs of insurance at its own expense. Performance Obligations under this Section 4B are in addition to and separate from any other Performance Obligation in this CONTRACT. COUNTY reserves the right to review and adjust the insurance requirements in this Section 4B if COUNTY determines that there have been changes in risk exposures. COUNTY makes no warranty that the insurance coverage terms, types, and limits in this Part 4B is sufficient to protect CONTRACTOR for Liabilities that may arise from or in relation to this CONTRACT.



**1. Primary, Excess, Non-Contributory**

All CONTRACTOR'S insurance carried under this Part 4B shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

**2. Cancellation notices**

All insurance shall contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation, or at least ten days in advance of cancellation for nonpayment of premium, for all policies evidenced on the certificate of insurance.

**3. Noncompliance**

Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any Performance Obligation under this Part 4B. If CONTRACTOR does not provide and maintain those programs of insurance, COUNTY may purchase required insurance coverage without further notice to CONTRACTOR, and COUNTY may charge CONTRACTOR any premium costs advanced by COUNTY for that insurance and draw on the Performance Assurance provided by CONTRACTOR.

**4. Evidence of Insurance: COIs and copies of policies**

At least 30 days prior to the Execution Date and thereafter 30 days prior to each policy renewal and within two business days of any Director request, CONTRACTOR shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to Director at the address provided for Notices. Certificates or other evidence must:

***a. Specifically identify this CONTRACT by name or number***

name the insured party that matches the name of CONTRACTOR executing this CONTRACT; provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number, and financial rating.

***b. Types and limits***

Clearly evidence all coverage, types, and limits required in this CONTRACT. Identify standard policy forms or their equivalent. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;

**c. *Cancellation notice***

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

**d. *List additional endorsements***

- (1) Additional insured endorsements. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials, officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed Task 1 and Task 2 services, and applicable with respect to liability and defense of suits arising out of CONTRACTOR'S acts or omissions, whether that liability is attributable to CONTRACTOR or COUNTY. The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this CONTRACT. CONTRACTOR may use an automatic additional insured endorsement if the endorsements meet the requirements of this Part 4B.
- (2) Waiver of Subrogation Endorsements. Include copies of subrogation endorsements necessary to effect CONTRACTOR'S waiver of its and its insurer(s)' rights of recovery against COUNTY under all insurance under this Section 14B, to the fullest extent permitted by law.

**e. *Deductibles and SIRs***

Identify any deductibles or self-insured retention ("SIR") exceeding \$50,000 for Director's approval. CONTRACTOR'S policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR.

COUNTY retains the right to require CONTRACTOR to reduce any deductibles or self-insured retention as they apply to COUNTY or to require CONTRACTOR to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of

California; the letter of credit must be issued by a bank or other financial institution acceptable to Director.

If CONTRACTOR has not reached its SIR maximum, CONTRACTOR shall defend COUNTY in the same manner that insurers would have defended COUNTY under required insurance policies.

**f. *Signature verification***

Include documentation acceptable to Director verifying that the individual signing or countersigning the certificates, and at Director's request, the policies, endorsements, or other evidence of coverage, is authorized to do so and identifies his or her company affiliation and title.

**g. *Certified Copies of any Policy***

COUNTY'S request, CONTRACTOR shall promptly provide COUNTY with complete, certified copies of any policy of insurance that CONTRACTOR must secure and maintain under this CONTRACT.

**h. *Claims Made/Retroactive Date***

The policy retroactive date, which can be identified on any insurance written on claims made basis, which must precede the Execution Date. CONTRACTOR shall maintain any claims made coverage for a period of not less than 3 years following expiration, termination, or cancellation of this CONTRACT.

**i. *Insured-vs.-insured***

Clearly evidence that all liability policies provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations.

**5. Insurer Financial Rating**

CONTRACTOR shall secure insurance provided by an insurance company acceptable to COUNTY with a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

**6. Notification of Incidents, Claims, or Suits**

CONTRACTOR shall promptly report the following in writing to Director:

- a. Any accident or incident relating to the Task 1 and Task 2 services involving injury or property damage that may result in the filing of an insurance claim, its legal claim, or lawsuit against CONTRACTOR, any Subcontractor, and/or COUNTY;
- b. Any third-party claim or lawsuit filed against CONTRACTOR arising from or related to Task 1 and Task 2 services;
- c. Any injury to a CONTRACTOR employee that occurs on COUNTY property, or,
- d. Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money, or securities entrusted to CONTRACTOR.

CONTRACTOR shall submit its report on a COUNTY "Nonemployee Injury Report" form available on COUNTY'S website at <http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf>.

**7. Insurance Coverage Requirements.**

CONTRACTOR shall secure and maintain insurance coverage meeting the following requirements:

- a. **General Liability Insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Annual Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR'S indemnification of COUNTY.

- b. **Pollution Liability Coverage** for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by Federal, State, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Part 4B7b, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or

any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for CONTRACTOR'S indemnification of COUNTY. CONTRACTOR'S general liability policy may be endorsed to provide the required pollution liability coverage.

**c. *Automobile Liability Coverage*** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent) with a limit of liability not less than \$2 million for each accident and endorsed to include pollution liability (written on form CA 99 48 or its equivalent). The insurance must cover all Vehicles used by CONTRACTOR pursuant to its operations and services and the terms of this CONTRACT. CONTRACTORS subject to Federal regulations also shall maintain any other coverage necessary to satisfy State or Federal financial responsibility requirements.

**d. *Workers' Compensation and Employers' Liability*** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which CONTRACTOR is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

(1)	Each accident:	\$1 million
(2)	Disease - policy limit:	\$1 million
(3)	Disease - each employee:	\$1 million

**8. Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure that all Subcontractors performing Task 1 and Task 2 services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

- o CONTRACTOR is maintaining the required insurance covering the activities of Subcontractors, or
- o Subcontractors are maintaining the required insurance coverage.

CONTRACTOR shall provide COUNTY with any Subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

**C. Compensation for COUNTY Costs**

If CONTRACTOR fails to comply with any Performance Obligations, including Indemnification, insurance, and performance assurance and that failure results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all COUNTY's Reimbursement Costs.

**D. Alternative Risk Financing Programs**

COUNTY reserves the right to review and then approve CONTRACTOR'S use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy Performance Obligations under this Part 4B. COUNTY and Persons named as additional insureds under Part 4B4d shall be designated as an Additional Covered Party under any approved program.

**PART 5 -** Part no longer used

**PART 6 - DEBARMENT BREACHES AND DEFAULTS; SUSPENSION; TERMINATION**

**A. Notice of Breach; CONTRACTOR Cure**

If Director determines that CONTRACTOR is in Breach, Director may give Notice to CONTRACTOR identifying and describing the Breach.

CONTRACTOR shall remedy the Breach within 30 days from the receipt of Notice unless Director determines that the public health and safety require a shorter period. CONTRACTOR shall remedy a Breach or with respect to the Child Support Compliance Program described in Part 11B of Exhibit 5, 90 days after notice by COUNTY's Child Support Services Department. Director will hold a conference with CONTRACTOR within 30 days of CONTRACTOR request. CONTRACTOR may request additional time to correct the Breach, but Director may accept or reject that request at its sole discretion.

**B. CONTRACTOR Default. The following constitute CONTRACTOR Defaults**

**1. Fraud, Misrepresentation, or Breach of Warranties**

CONTRACTOR committed any fraud or deceit or made any intentional misrepresentations in the procurement of this CONTRACT; commits, or attempts to commit, any fraud or deceit upon COUNTY after the Award Date of this CONTRACT; makes any material misrepresentations or breaches any warranties in this CONTRACT (including Attachment 5-9H); or includes any materially false or misleading statement, representation, or warranty in any Record or Report.

**2. Insolvency or Bankruptcy**

CONTRACTOR becomes insolvent or files a voluntary petition to declare bankruptcy; a receiver or trust is appointed for CONTRACTOR; or CONTRACTOR executes an assignment for the benefit of creditors. CONTRACTOR is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether CONTRACTOR has committed an act of bankruptcy and whether CONTRACTOR is insolvent within the meaning of the Federal bankruptcy law or not.

**3. Failure to Provide Insurance, Bonds**

CONTRACTOR does not provide or maintain in full force and effect all insurance and other assurances of its Performance Obligations, including as required under Part 4 of Exhibit 5 and Section 15, or provide evidence of insurance coverage acceptable to Director.

**4. Material or Repeated Violation of Applicable Law**

**a. *Any material Violation of Applicable Law***

That is not cured to the satisfaction of Director or applicable Regulatory Agency within 30 days of the notice, assessment, or determination of that Violation of Applicable Law; or

**b. *Any repeated Violation of Applicable Law***

If CONTRACTOR is entitled to and does contest a notice, assessment, or determination of Violation of Applicable Law by proceedings conducted in good faith, no CONTRACTOR Default will be deemed to have occurred until a final decision adverse to CONTRACTOR is entered.

**5. Failure to Collect for Seven Days**

Unless due to Uncontrollable Circumstances or otherwise approved by Director, CONTRACTOR fails to Collect from all Occupants with respect to Task 1 or to provide Task 2 services for seven consecutive calendar days.

**6. Failure to Collect for More Than Seven Days**

With respect to Task 1 or Task 2 Services, if due to Uncontrollable Circumstances, CONTRACTOR fails to Collect from all Occupants or provide Task 2 Services for a period of more than seven consecutive calendar days.

**7. Payments to COUNTY**

CONTRACTOR does not timely and fully make any required payment to COUNTY required under this CONTRACT (including payments such as Franchise Fees, damages, or COUNTY's Reimbursement Costs):

**a. *More than twice in any Calendar Year;***

**b. *Within 60 days of Notice by Director that payment is due; or***

**c. *With respect to payment of a shortfall in Franchise Fees, within 60 days of Notice in accordance with Section 9C.***

**8. Specified CONTRACTOR Defaults**

CONTRACTOR Breaches any of the following Sections:

**a. *Part 11B of Exhibit 5 Child Support Compliance Program***  
(if not cured within 90 days of Notice given as described in Part 6 of Exhibit 5);



- b. *Part 12C1 of Exhibit 5 Compliance with ILO Convention Concerning Minimum Age for Employment;*
- c. *Part 12D of Exhibit 5 Nondiscrimination;*
- d. *Part 12F of Exhibit 5 COUNTY Lobbyist Ordinance; or*
- e. *Part 6F of Exhibit 5 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program.*

**9. Uncured or Repeated Breach**

CONTRACTOR does not timely cure any other Breach in accordance with item A or CONTRACTOR Breaches any of its Performance Obligations repeatedly or habitually, as determined by Director at their sole discretion, if a specific instance of failure or refusal has been previously cured. However, this CONTRACTOR Default will be excused for a period of seven days beginning on the first occurrence of that CONTRACTOR Default in the event of Uncontrollable Circumstances, if the event materially affects CONTRACTOR'S ability to provide Task 1 and Task 2 services. Nevertheless, if Uncontrollable Circumstances interrupt, Collection, Customers and Occupants may take actions and COUNTY may exercise any of its rights under Section 11. This CONTRACTOR Default will not be excused if it continues for a period of more than seven days beginning on the first occurrence of this CONTRACTOR Default.

**10. Improper Consideration**

COUNTY finds that consideration, in any form, was offered or given by CONTRACTOR either directly or through an intermediary to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR'S performance under this CONTRACT where that consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

**11. Default Under Guaranty**

A default exists under the guaranty, if any, provided in the most recent annual public financial reports and other periodic public financial reports of CONTRACTOR and, at Director's request, each of its Affiliates and other entities, if any, performing Contract Services or providing Goods or Services; provided however, that if CONTRACTOR did not submit its own financial reports before the Execution Date of this CONTRACT, it must provide a

guaranty in the form provided by Director, by a guarantor satisfactory to Director, which guarantor must provide its own audited financial reports;

### C. Notice of CONTRACTOR Default

#### 1. Effective Immediately

COUNTY may terminate this CONTRACT effective immediately after Notice by Director to CONTRACTOR of any of the following CONTRACTOR Defaults:

- a. *Any CONTRACTOR Default, if COUNTY determines that protection of public health and safety requires immediate suspension or termination;*
- b. *A CONTRACTOR Default in Part 6B3 of Exhibit 5 (failure to provide insurance, bonds);*
- c. *A CONTRACTOR Default described in Part 6B4 of Exhibit 5 (material or repeated Violation of Applicable Law, including COUNTY Lobbyist Ordinance);*
- d. *A CONTRACTOR Default described in Part 6B10 of Exhibit 5 (improper consideration).*

#### 2. Effective 30 Days

COUNTY may terminate this CONTRACT effective 30 days after Notice by Director to CONTRACTOR of any CONTRACTOR Default other than CONTRACTOR Defaults listed in this Part 6C1 of Exhibit 5 or termination events listed in Part 6D of Exhibit 5.

#### 3. Effective 15 Days

COUNTY may terminate this CONTRACT effective 15 days after Notice by Director to CONTRACTOR of COUNTY'S right to terminate this CONTRACT in the event of Criminal Activity in accordance with Part 9K of Exhibit 5 and Part 6D2c of Exhibit 5.

#### 4. Effective Ten Days

COUNTY may terminate this CONTRACT effective ten days after Notice given by Director for failure to comply with COUNTY Defaulted Property Tax Reduction Program in accordance Part 6F of Exhibit 5.

### D. Suspension or Termination of CONTRACT

#### 1. Suspension

Together with any other rights COUNTY may have under this CONTRACT, Director may suspend this CONTRACT, in whole or in part, for a period of

45 days effective immediately upon Notice to CONTRACTOR in any of the following events:

**a. *A CONTRACTOR Default***

**b. *COUNTY Right***

COUNTY exercise of its right to suspend this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR; or

**c. *Other***

Any other CONTRACTOR Default in Exhibits 3A1 or 3A2.

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform Task 1 and Task 2 Services in accordance with this CONTRACT. If CONTRACTOR so demonstrates, COUNTY'S right to suspend this CONTRACT will cease and CONTRACTOR may resume providing services. If CONTRACTOR does not so demonstrate, COUNTY may continue the suspension and terminate this CONTRACT and exercise any other rights and remedies under this CONTRACT.

**2. Termination**

**a. *CONTRACTOR Default***

COUNTY may terminate this CONTRACT, in whole or in part, upon the occurrence of a CONTRACTOR Default and Notice to CONTRACTOR at the times provided in Part 6D3 of Exhibit 5.

**b. *Failure to Agree on Service Fee Adjustments***

Notwithstanding the foregoing, COUNTY may terminate this CONTRACT on 6 months' Notice if in the judgment of Director, COUNTY and CONTRACTOR are unable to reach satisfactory CONTRACT to adjust Service Fees in accordance with items B, C, D, and E of Exhibit 7 for a Change in Law or changes in Service Specifications or Service Standards after good faith negotiations during a period of at least 30 days.

**c. *Criminal Activity***

COUNTY may terminate this CONTRACT upon Notice required in Part 6C of Exhibit 5 if COUNTY exercises its right to terminate this

CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR.

**d. *Annexation of Service Area***

Upon request of Director, CONTRACTOR shall use Reasonable Business Efforts to cooperate with a local agency with respect to providing Task 1 and Task 2 Services or MSW Management Services, in the following events:

- (1) the Service Area is annexed by that local agency in accordance with applicable laws, and
- (2) the Parties agree to amend this CONTRACT to delete the annexed area from the definition of "Service Area".

**3. Suspension/Termination for Nonappropriation of Funds**

Notwithstanding any other provision of this CONTRACT, COUNTY shall not be obligated for CONTRACTOR's performance hereunder, with respect to County Services under this Exhibit during any of COUNTY's future Fiscal Years unless and until the Board appropriates funds for this CONTRACT in COUNTY's budget for each such future Fiscal Year. If funds are not appropriated for this CONTRACT, then this CONTRACT may be suspended or terminated as of June 30 of the last Fiscal Year for which funds were appropriated. Director will notify CONTRACTOR in writing of any such nonallocation of funds as soon as possible.

**4. Suspension/Termination for Convenience (County Services Only)**

**a. *COUNTY'S Best Interest***

With respect to County Services only, COUNTY policy requires that this CONTRACT may be suspended or terminated, in whole or in part, from time to time, when COUNTY deems such action, at its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be affected by Notice of suspension or termination to CONTRACTOR specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the Notice is sent.

**b. *Stop Suspended/Terminated Work; Complete Non-Suspended/Terminated***

After receipt of a Notice of suspension or termination and except as otherwise directed by Director, CONTRACTOR shall:

- (1) Stop work under this CONTRACT on the date and to the extent specified in such Notice; and
- (2) Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

**c. *Records Retention***

All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this CONTRACT shall be maintained by CONTRACTOR in accordance with Section 9A and Part 3G of Exhibit 5.

**d. *Completion of Work***

If this CONTRACT is suspended or terminated, CONTRACTOR shall complete within Director's suspension or termination date contained within the Notice of suspension or termination, those items of work which are in various stages of completion, which Director has advised CONTRACTOR are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by CONTRACTOR under this CONTRACT shall be delivered to Director upon request and shall become the property of COUNTY.

**e. *Suspension or Termination in Part***

COUNTY may suspend or terminate part of this CONTRACT. An example of suspension or termination in part is suspending Task 1 Service but not Task 2 Service.

**E. *CONTRACTOR Responsibility and Debarment***

**1. Child Support Compliance Program**

COUNTY may debar CONTRACTOR from doing business with COUNTY if COUNTY determines after giving notice and conducting a hearing in accordance with Chapter 2.202 of COUNTY Code, which shall apply to this CONTRACT, that CONTRACTOR (or any of its Subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY'S policy to do business with responsible contractors; CONTRACTOR'S failure to comply with the Child Support Compliance

Program, as provided in Part 11B of Exhibit 5, may be cause for debarment in accordance with Section 2.200.020 of COUNTY Code.

**2. COUNTY Defaulted Property Tax Reduction Program**

COUNTY may debar CONTRACTOR from doing business with COUNTY as provided in item F2 of this Exhibit.

**F. Termination For Breach Of Warranty To Maintain Compliance With County Defaulted Property Tax Reduction Program**

**1. CONTRACTOR Default**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part 11C of Exhibit 5 shall constitute a CONTRACTOR Default under Part 6B of Exhibit 5

**2. Termination/Debarment**

Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure that CONTRACTOR Default within ten days of Notice shall be grounds upon which COUNTY may terminate this CONTRACT under Part 6D2 of Exhibit 5 and/or pursue debarment of CONTRACTOR pursuant to COUNTY Code Chapter 2.206 and Part 6E2 of Exhibit 5.

**PART 7 -** Part no longer used

**PART 8 - TRANSFER OF CONTRACT**

**A. COUNTY Consent**

CONTRACTOR may not Transfer this CONTRACT, any Franchise granted under it, or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without COUNTY'S prior written consent given at COUNTY'S sole discretion. Any Transfer or attempted Transfer of this CONTRACT, the franchise granted under it or any rights and duties under it, made without COUNTY'S consent, at COUNTY'S option, will be invalid. COUNTY'S consent must be a written amendment to this CONTRACT that is formally approved by the Board of Supervisors and executed by (1) CONTRACTOR and (2) the Board, or if delegated by the Board, Director. Any Transfer, with or without consideration for any reason whatsoever without COUNTY'S (or Director's, if applicable) express prior written approval, shall be a Breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR. COUNTY may condition consent on payment of amounts specified in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3 in consideration for the value of good will and intangibles that accrued to COUNTY and Customers and Occupants in the award of this CONTRACT to CONTRACTOR.

“**Transfer**” means an action (or inaction) that has any of the following direct (or indirect) effects:

**1. Control or Ownership of CONTRACTOR**

Changing any or all of the following:

- The effective control of CONTRACTOR, or
- Ownership interest of CONTRACTOR (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (except to Immediate Family or a trust created primarily to benefit members of the Immediate Family) unless CONTRACTOR proves to satisfaction of COUNTY less than 25 percent of ownership interest has changed;

**2. Control or Ownership of Contract Service Assets**

Changing either or both of the following:

- The effective control.



- The ownership (actual or constructive) of Contract service assets (except for sales or Transfers to the Immediate Family or a trust created primarily to benefit the Immediate Family) unless CONTRACTOR proves to satisfaction COUNTY that less than 20 percent of the value of franchise service assets has changed ownership.

### 3. Someone Other Than CONTRACTOR Performing Contract Services

Resulting in someone other than CONTRACTOR performing contract services or assuming the obligation to provide contract services (including substitution of someone else by a surety company providing a performance bond, franchise assignment, transfer, conveyance, sublease, or licensing).

For purposes of this definition, an action (or inaction) includes assignment by operation of law, such as insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of CONTRACTOR's tangible or intangible property, or transfer occurring in a probate or other estate proceeding.

**“Immediate Family” means** parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in CONTRACTOR as of the franchise date.

**“ownership”** means the state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).

## B. **CONTRACTOR Demonstration**

Without obligating Director to give consent, CONTRACTOR shall demonstrate to Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy CONTRACTOR'S Performance Obligations.

## C. **Payment of COUNTY's Transfer Costs**

### 1. Transfer Deposit

CONTRACTOR must make any request for Director's consent to a Transfer in the manner prescribed by Director. Director may condition consent to any Transfer, other than a Transfer to an Affiliate, on CONTRACTOR'S payment to COUNTY of \$5.00 per Customer. CONTRACTOR shall pay COUNTY a Transfer Deposit before Director's consideration of



CONTRACTOR'S request. COUNTY will return to CONTRACTOR any amounts paid more than the Transfer Costs incurred.

**2. Additional Transfer Costs**

While COUNTY'S processing CONTRACTOR'S request for Transfer, CONTRACTOR shall further pay COUNTY its additional Transfer more than the Transfer Deposit within 30 days of Director's request therefore, if Director approves the Transfer. At CONTRACTOR'S request, COUNTY will provide CONTRACTOR access to all records evidencing the Transfer Costs incurred.

**D. COUNTY's Reimbursement Costs of Enforcement**

In addition, CONTRACTOR shall pay COUNTY's Reimbursement Costs for fees and investigation costs as COUNTY may deem necessary to enjoin the Transfer or to otherwise enforce this provision within 30 days of COUNTY'S request therefore.

Any payment by COUNTY to any approved delegate or transferee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

## **PART 9 - GENERAL PROVISIONS**

### **A. Exercise of Options**

Parties will exercise any approval, disapproval, consent, judgment, option, discretion, election, opinion, or choice under this CONTRACT, make a requirement under this CONTRACT or interpret this CONTRACT ("Discretionary Action") reasonably. Any mediator, arbitrator, or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this CONTRACT serves, where this CONTRACT specifically provides that the exercise of any Discretionary Action is in either Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the first Party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.

### **B. Independent Status**

CONTRACTOR is an independent entity and not an officer, agent, servant, or employee of COUNTY. This CONTRACT is between COUNTY and CONTRACTOR and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR, including for purposes of workers' compensation. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, and any Subcontractors. Nothing in this CONTRACT will be construed as creating an arrangement for handling Unpermitted Waste. CONTRACTOR bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Task 1 and Task 2 Services performed on behalf of CONTRACTOR under this CONTRACT.

### **C. Damage to Property and Personal Injury**

CONTRACTOR shall not cause damage to property or personal injury. At its sole expense, CONTRACTOR shall repair or replace to the satisfaction of the owner of damaged property, any physical damage to public or private property and shall reimburse to the satisfaction of an injured individual, the cost of any personal injury caused by the negligent or willful acts or omissions of CONTRACTOR. COUNTY may refer all complaints of damage or injury to CONTRACTOR as a matter within CONTRACTOR'S sole responsibility. Notwithstanding any Rights COUNTY has for breach of CONTRACT, disputes between CONTRACTOR and Persons as to damage to private pavement or other property or to injury are civil matters between CONTRACTOR and that Person, and the Person may institute suits with respect thereto as allowed by law.

## D. Venue

In the event of litigation between the Parties, venue in State of California trial courts will lie exclusively in COUNTY. In the event of litigation in a United States District Court, exclusive venue will lie in the Central District of California.

## E. Changes and Amendments

### 1. Changes following Notice

The following changes in this CONTRACT after the Execution Date will be effective after Notice from Director to CONTRACTOR (or with respect to certain changes referenced in item b, from CONTRACTOR to Director, in accordance with Section 3D2a) as consented to by CONTRACTOR:

- a. *Changes in the scope of Task 1 and Task 2 Services and Service Specifications and minimum Service Standards that do not result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee*
- b. *Changes to Exhibit 3D CONTRACTOR Documentation*
- c. *Changes to Attachment 5-9G Authorized Representative of Director*
- d. *Immaterial changes to immaterial Performance Obligations*

### 2. Written Amendments

The following changes in this CONTRACT after the Execution Date will be effective only upon execution of a written amendment to this CONTRACT, including warranties by the Parties in accordance with Section 14B:

- a. Changes in the scope of Task 1 and Task 2 Services and Service Standards that result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee; and
- b. Material changes to material Performance Obligations (such as the period of performance, payments, or any material term or condition included in this CONTRACT).

## F. Notices

All Notices required or permitted to be given under this CONTRACT must be in writing with proof of delivery and acknowledgment by recipient. All Notices to COUNTY must be addressed to Director as provided in Attachment 5-9G, on CONTRACTOR letterhead, and signed by authorized representative. All Notices to CONTRACTOR must be addressed to the authorized representative of

CONTRACTOR named in CONTRACTOR Documentation in Exhibit 3D (who will be CONTRACTOR'S primary contact under this CONTRACT).

COUNTY Notice to CONTRACTOR is deemed effective on the date delivered with evidence of receipt or three days after the date of mailing, as evidenced in proof of mailing and post-marked date on envelope.

Notices of suspension or termination of this CONTRACT may be personally delivered to any individual whose actual knowledge of suspension or termination would be sufficient notice to CONTRACTOR, including:

1. **An individual, if CONTRACTOR is a sole proprietor;**
2. **Copartner, if CONTRACTOR is a partnership; or**
3. **The president, vice president, secretary, or general manager, if CONTRACTOR is a corporation.**

#### **G. Authorized Representative of Director**

COUNTY authorizes Director to make requests or requirements of CONTRACTOR or give approvals under this CONTRACT, excluding consents to Transfer or written amendments of this CONTRACT. The authorized representative of Director named in Attachment 5-9G is CONTRACTOR'S primary contact under this CONTRACT and can be contacted as provided in Attachment 5-9G. CONTRACTOR shall give that authorized representative a copy of all Notices in accordance with Part 9F of Exhibit 5. From time to time, Director may change Attachment 5-9G by Notice to CONTRACTOR.

#### **H. Authority and Representations; COUNTY Disclaimer**

##### **2. COUNTY**

COUNTY represents and disclaims as follows:

##### **a. *Status***

COUNTY is a political subdivision of the State of California.

##### **b. *Authority and Authorization***

COUNTY has full legal right, power, and authority to execute and deliver this CONTRACT and perform its obligations under this CONTRACT. This CONTRACT has been duly executed and delivered by COUNTY and constitutes a legal, valid, and binding obligation of COUNTY enforceable against COUNTY in accordance with its terms.

**c. No Warranty Regarding Waste Characterization**

COUNTY makes no representations or warranties with respect to the waste characterization within COUNTY, any waste disposal characterization study, or projections by material type with respect to waste in COUNTY. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness for any purpose of Solid Waste or any portion thereof.

**2. CONTRACTOR**

CONTRACTOR represents and warrants as provided in Attachment 5-9H.

**I. Limitation on Terms and Conditions**

With respect to Task 1 only, CONTRACTOR shall limit the terms of terms and conditions to no longer than the remaining period of the Term. CONTRACTOR may not include in the terms of terms and conditions any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action (such as written notice within a specified time before the stated expiration of the terms and conditions) to terminate the terms and conditions.

**J. 21-Day Notice by Customer**

CONTRACTOR shall give each Customer the option to terminate its terms and conditions without cause on 21-days' notice. CONTRACTOR shall refund any advanced payment for service after termination.

**K. Criminal Activity**

**1. Notice**

CONTRACTOR shall immediately give Notice to Director on the occurrence of any convictions of a Criminal Activity or any pleas of "guilty," "nolo contendere," or "no contest" to a Criminal Activity with respect to CONTRACTOR or any of its CONTRACTOR Managers (except for CONTRACTOR Managers in a Position of Influence). CONTRACTOR shall use Reasonable Business Efforts to immediately give Notice to Director on the occurrence of any convictions or any pleas with respect to CONTRACTOR or any of its CONTRACTOR Managers in a Position of Influence, and any of its CONTRACTOR employees who come in direct contact with the residents.

**2. CONTRACTOR Cure**

Upon the occurrence of any conviction or any plea described in Part 9K1 of Exhibit 5, CONTRACTOR immediately shall do or cause to be done both of the following:

**a. *Terminate***

Terminate from employment or remove from office any offending CONTRACTOR Manager who is an individual, or with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity; and

**b. *Eliminate***

Eliminate the participation in management of CONTRACTOR by that CONTRACTOR Manager who is an individual or, with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity from any Position of Influence.

**3. COUNTY Remedies**

COUNTY may suspend or terminate this CONTRACT or may impose other sanctions (which may include financial sanctions or any other condition deemed appropriate short of suspension or termination), as it deems proper, in either or both the following events:

- a. *CONTRACTOR or any Affiliate fails to effectuate the cure described in Part 9K2 of Exhibit 5; or***
- b. *The Criminal Activity is related to this CONTRACT or occurring in COUNTY.***

**4. Limitations on CONTRACTOR Manager**

No CONTRACTOR Manager may have previously been convicted of a Criminal Activity or any plea of "guilty," "*nolo contendere*," or "no contest" to a Criminal Activity.

**5. CONTRACTOR Documentation**

CONTRACTOR shall list all CONTRACTOR Managers in CONTRACTOR Documentation in Exhibit 3D.

**L. Delay of Performance Obligations**

Immediately upon learning that any actual or potential circumstance is delaying or threatening to delay the timely satisfaction of a Performance Obligation,

CONTRACTOR shall give Director a Notice of the delay, including all relevant information, such as identifying the Performance Obligation, circumstance, and duration of the delay, and whether or not CONTRACTOR believes that the delay is due to Uncontrollable Circumstances. CONTRACTOR shall propose a solution for Director approval.

**M. Subcontractors**

CONTRACTOR shall not engage any Subcontractor in an amount exceeding \$50,000 for any individual Subcontractor without prior Director approval of the Subcontract and Subcontractor. CONTRACTOR is responsible for directing the work of CONTRACTOR'S Subcontractors and any compensation due or payable to CONTRACTOR'S Subcontractors is the sole responsibility of CONTRACTOR. CONTRACTOR shall remove any approved Subcontractor for good cause at Director's request. CONTRACTOR shall identify all Subcontractors in CONTRACTOR Documentation in Exhibit 3D. In its Annual Report, CONTRACTOR shall disclose to Director the name of all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests).

## **PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT**

### **A. Definitions**

Defined words in this CONTRACT have the meanings given in Attachment 5-10A.

### **B. Interpretation and Construction**

#### **1. Gender and Plurality**

Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa unless the context demands otherwise. (For example, reference to a defined "Solid Waste Facility" may include reference to more than one facility identified by CONTRACTOR in CONTRACTOR Documentation in Exhibit 3D.)

#### **2. Headings; Font**

Any captions or headings following the Exhibit, Attachment, Section, subsection, paragraph, and other attachments and subdivisions of this CONTRACT that precede the operative text of this CONTRACT are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this CONTRACT. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this CONTRACT.

#### **3. References to Parts**

References to Sections refer to Sections of this CONTRACT, unless specified otherwise. References to Exhibits and Attachments refer to Exhibits and Attachments attached to this CONTRACT. Reference to "subsections" refers to the subsections contained in the same Section in which the reference occurs, unless otherwise referenced.

#### **4. Examples**

Examples are for purpose of illustration only. If any example is ambiguous, inconsistent, or conflicts with the text that it illustrates, the text governs.

#### **5. Specifics No Limitation on Generalities**

The mention of any specific duty or liability imposed on CONTRACTOR may not be construed as a limitation or restriction of any general liability or duty imposed on CONTRACTOR by this CONTRACT or Applicable Law.



**6. Exhibits**

The exhibits to this CONTRACT, including their attachments, are part of this CONTRACT to the same extent and effect as if included in the text of Sections 1 through 16.

**7. Inconsistencies and Conflicts**

- a.** If any provision of Exhibits 3A1, 3A2, or 3A3 is inconsistent or conflicts with Sections 1 through 16 or Exhibit 5 of this CONTRACT or any other Exhibits or Attachments to this CONTRACT, then the provisions of Exhibits 3A1, 3A2, and 3A3 will govern, and
- b.** If any provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT is inconsistent or conflicts with any Exhibit (other than Exhibits 3A1, 3A2, or 3A3), including CONTRACTOR Documentation, then the provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT will govern unless Director determines that it is contrary to the interest of the Parties.

**C. Integration**

This CONTRACT contains the entire CONTRACT between the Parties with respect to the rights and responsibilities of the Parties under this CONTRACT. This CONTRACT completely and fully supersedes all prior oral and written understandings and contracts between the Parties with respect to those rights and responsibilities.

**D. Governing Law**

This CONTRACT is governed by, and construed and enforced in accordance with the law of the State of California, without giving effect to the State's principles of conflicts of laws.

**E. Severability**

If any clause, sentence, provision, subsection, or Section of this CONTRACT or Exhibit to this CONTRACT (an "CONTRACT Provision") is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent authority, then the Parties will take the following actions:

- 1.** Promptly meet and negotiate a substitute for the CONTRACT Provision and any related amendments, deletions, or additions to other provisions of this CONTRACT, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and

2. If necessary or desirable to accomplish preceding item 1, apply to the court that declared the invalidity for a judicial construction of the substituted CONTRACT Provision and any amendments, deletions, or additions to this CONTRACT. Within ten days of Director's request, CONTRACTOR shall pay COUNTY an amount equivalent to 100 percent of the Direct Costs of the application.

The illegality, invalidity, nonbinding nature, or unenforceability of any CONTRACT Provision will not affect any of the remaining provisions of this CONTRACT, and this CONTRACT will be construed and enforced as if the CONTRACT Provision did not exist.

#### **F. Interpretation**

This CONTRACT will be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. CONTRACTOR acknowledges that it determined to provide Contract Services in the Service Area and to execute this CONTRACT upon CONTRACTOR'S own choice and initiative. Each Party represents and warrants that it and its counsel have reviewed this CONTRACT, and the Parties agree that no provision in this CONTRACT will be construed against the drafting Party.

## **PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS**

### **A. Applicable Law**

#### **1. Compliance**

CONTRACTOR shall secure and maintain all permits, licenses, registration, agreements, and comply with all Applicable Laws, including (as required by 13 CCR 2021.1) all applicable air pollution control laws such as Diesel Particulate Matter Control Measure of on-road, heavy-duty, and the Property Tax Reduction Ordinance. No obligation in this CONTRACT may be construed to relieve CONTRACTOR of any obligations imposed by Applicable Law.

CONTRACTOR shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/permits from the appropriate Federal, State, or local authorities for work to be accomplished under this CONTRACT, including, but not limited to, a valid Waste Collector Permit issued by COUNTY Department of Public Health, Green Waste Quarantine Zone compliance agreement from California Department of Food and Agriculture, waste and used tire hauler registration from CalRecycle, and hazardous waste transportation permit from CalRecycle.

CONTRACTOR shall secure and maintain valid waste and used tire hauler registration therefore in accordance with California Public Resources Code Section 42950 *et seq.* and any Permit required by Applicable Law for handling E-waste. CONTRACTOR shall transport tires to and Dispose of them at a facility authorized and permitted in accordance with Applicable Law to accept tires. CONTRACTOR shall comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82.

#### **2. Referenced Provisions**

References in this CONTRACT to provisions or requirements of Applicable Law may not be construed to limit CONTRACTOR'S obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate CONTRACTOR'S satisfaction of its Performance Obligations and COUNTY'S administration and specific enforcement of this CONTRACT and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this CONTRACT. If any provision of this CONTRACT is more stringent than Applicable Law, CONTRACTOR shall comply with that provision.

**3. Fines and Penalties**

CONTRACTOR is solely liable for all fines and penalties that may be imposed on CONTRACTOR or may be due to CONTRACTOR'S actions, including fines and penalties that are the result of CONTRACTOR'S Violation of Applicable Law (including Permits). CONTRACTOR shall not seek reimbursement from COUNTY, Customers, or Occupants for any fines or penalties.

**4. Contractual Obligations**

Provisions of Applicable Law are incorporated in this CONTRACT by reference as if set forth fully in this CONTRACT as contractual obligations of CONTRACTOR to COUNTY.

**a. *Breaches***

In addition to or in lieu of prosecuting violations of those provisions as misdemeanors, infractions, or otherwise in the manner provided under Applicable Law, COUNTY may enforce those provisions in the same manner as it may enforce CONTRACTOR'S other contractual obligations under this CONTRACT, including specific performance and as Breaches subject to cure in accordance with Part 6A of Exhibit 5. However, COUNTY has no obligation to enforce any Applicable Law.

**b. *Violation***

Violation of Applicable Law is a CONTRACTOR Default subject to contest as provided in Part 6B4 of Exhibit 5.

**5. COUNTY'S Protection of Public Safety, Health, and Welfare**

CONTRACTOR acknowledges that COUNTY is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare.

No provision in this CONTRACT is deemed to limit the power of COUNTY to regulate CONTRACTOR or to take any action as COUNTY deems appropriate or necessary in Director's sole and absolute discretion, under COUNTY'S police power, including to protect the public's health, safety, and welfare.

**6. Compliance with Applicable Law of COUNTY**

CONTRACTOR shall comply with Applicable Law of COUNTY subject to possible adjustments in the Service Fees in the event of Changes in Law in accordance with items B, C, D, and E of Exhibit 7.

**B. COUNTY Child Support Compliance Program**

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200), CONTRACTOR shall fully comply with employment and wage reporting requirements under the Federal Social Security Act (42 U.S.C. Section 653(a) and California Unemployment Insurance Code Section 1088.5. CONTRACTOR shall implement lawfully served wage and earnings withholding orders or COUNTY Child Support Services Department notices of wage earnings assignment for child, family, or spousal support issued in accordance with California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

**C. COUNTY Defaulted Property Tax Reduction Program**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies to the best of its knowledge under Attachment 5-9H, that as of the Execution Date it complies with COUNTY Code Chapter 2.206. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR shall comply with COUNTY Code Chapter 2.206.

## **PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS**

### **A. Labor Code**

CONTRACTOR and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other Applicable Laws related to labor. By and through its execution of this CONTRACT, CONTRACTOR represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT and agrees to fully comply with those provisions.

#### **1. Consideration of Hiring GAIN/GROW Participants for Employment**

Should CONTRACTOR require additional or replacement personnel after the Execution Date, CONTRACTOR shall give consideration for any of those employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. For this purpose, "consideration" means that CONTRACTOR shall interview qualified candidates. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees first priority. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

### **B. Notices to Employees**

#### **1. Regarding the Federal Earned Income Credit**

CONTRACTOR shall notify its employees, and shall require each Subcontractor performing Task 1 and Task 2 Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that CONTRACTOR has attached as CONTRACTOR Documentation.

#### **2. Regarding Safely Surrendered Baby Law**

CONTRACTOR acknowledges that COUNTY places a high-priority on the implementation of the Safely Surrendered Baby Law (SB 1368).

**a. Fact Sheet**

CONTRACTOR shall notify and provide to its employees and shall require each Subcontractor performing Task 1 and Task 2 Services to notify and provide to Subcontractors' employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. CONTRACTOR shall print and make available in every facility where its employees are present, including offices and operation yards, the fact sheet that is available at [www.babysafela.org](http://www.babysafela.org).

**b. Poster**

CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR shall also encourage its Subcontractors to post this poster in a prominent position in the Subcontractors' place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

**3. Regarding Child Support**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR further acknowledges that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

**4. Time Off for Voting**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**C. Prohibition Against Use of Child Labor**

**1. Compliance with International Labor Organization Convention Concerning Minimum Age for Employment**



CONTRACTOR shall not knowingly sell or supply to COUNTY or Customers and Occupants any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age for Employment"). If CONTRACTOR discovers that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY or any Customer are produced in violation of that Convention, CONTRACTOR shall immediately provide an alternative source of supply that complies with that Convention.

**2. Provide COUNTY with Records**

At COUNTY'S request, CONTRACTOR shall provide documentation satisfactory to COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY or any Customer or Occupant relating to Task 1 and Task 2 Services.

**3. Provide COUNTY with Manufacturers' Certification**

At COUNTY'S request, CONTRACTOR shall provide to COUNTY the manufacturer's certification of compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

**D. Nondiscrimination**

**1. Employees**

CONTRACTOR and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and Federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, Service Fees of pay, other forms of compensation, and selection of training (including apprenticeship).

**2. Subcontractors, Bidders, and Vendors**

CONTRACTOR shall deal with its Subcontractors, bidders, and vendors without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation.

**3. Certification**

CONTRACTOR shall comply with the provisions of CONTRACTOR'S EEO Certification (Form PW-7), attached as CONTRACTOR Documentation.



**4. Inspection of Records**

At COUNTY'S request, CONTRACTOR shall promptly allow COUNTY and its auditors or reviewer access to CONTRACTOR'S employment records at CONTRACTOR'S Office during CONTRACTOR Office Hours to verify compliance with the provisions of Part 12E of Exhibit 5.

**5. Remedies for Discrimination**

If COUNTY finds that CONTRACTOR has violated any provisions of this subsection D, that violation constitutes a CONTRACTOR Default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this subsection D have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State of California or Federal antidiscrimination laws will constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of Part 12D of Exhibit 5.

**E. Safety**

**1. Services Safety Official**

CONTRACTOR shall designate in CONTRACTOR Documentation in Exhibit 3D a Services Safety Official who shall be thoroughly familiar with CONTRACTOR'S Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). CONTRACTOR shall ensure that the Services Safety Official is available always Task 1 and Task 2 Services are provided to abate any potential safety hazards. CONTRACTOR shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If CONTRACTOR fails to designate or make available the Services Safety Official, COUNTY may direct CONTRACTOR to cease providing Task 1 and Task 2 Services at no cost to COUNTY until CONTRACTOR complies with this Section.

**2. Safety Responsibilities**

CONTRACTOR is responsible for the safety of equipment, material, and personnel under CONTRACTOR'S control or authority during performance of Task 1 and Task 2 Services. CONTRACTOR is solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all Applicable Laws with respect to occupational safety regulations. CONTRACTOR shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

**F. COUNTY Lobbyists**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR shall fully comply with COUNTY Lobbyist Ordinance.

**ATTACHMENT 5-9G – Authorized Representative of COUNTY’s Director**

Name: Steven E. Milewski

Telephone Number: (626) 458-3573

E-mail Address: SMilewski@DPW.LACounty.gov

Address for Notices by Mail:

County of Los Angeles Department of Public Works  
Environmental Programs Division  
P.O. Box 1460  
Alhambra, CA 91802-1460

Director’s Office Hours: 7 a.m. to 5:30 p.m. Monday - Thursday

Established by Director:

Signature: \_\_\_\_\_

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

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

Acknowledged by CONTRACTOR:

Signature: \_\_\_\_\_

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

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

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

## **ATTACHMENT 5-9H – CONTRACTOR’s Representations and Warranties**

### **A. Status**

CONTRACTOR is duly organized, validly existing and in good standing under the laws of and is qualified to do business in the State of California with full power and authority to execute and deliver this CONTRACT and to perform its Performance Obligations. This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with its terms.

### **B. Statements and Information**

All information and documentation compiled, drafted, made or otherwise delivered to COUNTY by or on behalf of CONTRACTOR relating to this CONTRACT, including its procurement, is correct and complete in all material respects as of the Execution Date and at the time originally submitted by CONTRACTOR to COUNTY.

### **C. No Conflicts**

Neither the execution or delivery by CONTRACTOR of this CONTRACT, the performance by CONTRACTOR of Contract Services, nor the fulfillment by CONTRACTOR of the terms and conditions of this CONTRACT: (1) conflicts with, violates, or results in a breach of any Applicable Law; (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any CONTRACT or instrument to which CONTRACTOR is a party or by which CONTRACTOR properties or assets are bound, or constitutes a default.

### **D. No Approvals Required**

CONTRACTOR has obtained and maintains all Permits in full force and effect during the Term. No other approval, authorization, license, permit, order, or consent of, or declaration, registration, or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this CONTRACT by CONTRACTOR, except those as have been duly obtained from its governing body, CONTRACTOR shall immediately provide Notice to Director of any notice of violation, revocation, or suspension of any permit.

### **E. No Litigation**

As of the Execution Date, disclose any action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of CONTRACTOR'S knowledge, threatened, against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely

affect the performance by CONTRACTOR of its obligations under this CONTRACT or in connection with the transactions contemplated by this CONTRACT, or which, in any way, would adversely affect the validity or enforce ability of this CONTRACT or any other CONTRACT or instrument entered into by CONTRACTOR relating to the transactions contemplated by this CONTRACT.

**F. Due Diligence**

As of the Execution Date, CONTRACTOR has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding this CONTRACT and best and proper method of providing Contract Services and labor, equipment, and materials for the volume of Contract Services to be provided. CONTRACTOR agrees that it shall make no claim against COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of COUNTY relating to the procurement of this CONTRACT, which proves to be in any respect erroneous.

**G. Compliance with Applicable Law**

As of the Execution Date, CONTRACTOR has fully complied with all Applicable Law, including (1) law relating to conflicts of interest and COUNTY Lobbyist Ordinance, while procuring this CONTRACT, and (2) COUNTY Defaulted Property Tax Reduction Program.

**H. Ability to Perform**

CONTRACTOR possesses the business, professional, and technical capabilities to provide Contract Services; and possesses the equipment, facilities, and employee resources required to fully and timely perform Contract Services.

**I. Contingent Fees**

No Person, including a selling agency, has been employed or retained to solicit or secure this CONTRACT upon a CONTRACT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for securing business.

**J. Opportunity to Comment**

CONTRACTOR had the opportunity to submit comments and recommended changes during the procurement process, during meetings convoked by COUNTY with the denominated "Working Group" whose members received copies of the drafts of the form of CONTRACT or during the procurement of this CONTRACT.

**K. Solid Waste Facilities**

1. The Solid Waste Facility or Facilities that CONTRACTOR designates in CONTRACTOR Documentation in Exhibit 3D for Disposal is a disposal facility that is permitted to accept and process Refuse in accordance with Applicable Law.
2. The facility or facilities that CONTRACTOR designates in CONTRACTOR Documentation in Exhibit 3D for delivery of Recyclables is a materials recovery facility that is permitted to accept and process Recyclables in accordance with Applicable Law.
3. The facility or facilities that CONTRACTOR designates in CONTRACTOR Documentation in Exhibit 3D for delivery of Green Waste is a facility that is permitted to accept and process Green Waste in accordance with Applicable Law.

**L. CONTRACTOR Documentation**

As of the Execution Date, CONTRACTOR has submitted all CONTRACTOR Documentation in accordance with Exhibit 3D.

**M. Personnel**

CONTRACTOR fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing Contract Services meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

## ATTACHMENT 5-10A - Definitions

**Abandoned Waste** is defined in Section A of Exhibit 3A2, including Solid Waste discarded or dumped at locations in Public Right of Way including palm fronds but excluding other materials dumped as the result of natural causes such as tree limbs or telephone poles blown over in a storm or walls collapsed during an earthquake.

**AB 939** means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 *et seq.*

**AB 1383** means AB 1813 (Lara) (Chapter 395, Statutes of 1016), making certain amendments to the California Global Warming Solutions Act of 2006.

**AB 1826** means AB 1826 (Chesbro) (Chapter 727, Statutes of 2014) PUC, 42649.8 *et seq.* of the Public Resources Code, as amended by SB 1018.

**Affiliate** means a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CONTRACTOR.

**Annual Report** is described in item A3 of Section 10.

**Applicable Law** means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, COUNTY (including its COUNTY Code together with rules and regulations promulgated there under and COUNTY'S Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, South Coast Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contract Services or the performance of the Parties' respective obligations under this CONTRACT, including those that concern health, safety, fire, mitigation monitoring plans, building codes, and zoning, and further including the following:

- Vehicles:
  - California Health and Safety Code Section 43000 *et seq.*, with respect to air emissions (smog checks);
  - California Vehicle Code Section 27456b, with respect to tires;
  - California Vehicle Code Section 34500 *et seq.*, with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
  - Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
  - Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
  - Vehicle weight limits;

- The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 *et seq.*; and
- 14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
- Containers:
  - 14 CCR 17314, with respect to maintenance and placement of Containers; and
  - 14 CCR 17317, with respect to placing identifying name and telephone number on Containers;
- Labor:
  - Drug and alcohol testing;
  - Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health; and
  - Immigration Reform and Control Act of 1986 (PL.99-603);
- Environmental Protection:
  - CERCLA;
  - RCRA;
  - Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and California Clean Air Act (California Health and Safety Code Section 39000 *et seq.*);
  - California Hazardous Waste Control Act (California Health and Safety Code Section 25100 *et seq.*);
  - California Hazardous Materials Release Response Plan and Inventory Act (California Health and Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
  - Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*); and
  - Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and
- Miscellaneous:
  - COUNTY Lobbyist Ordinance;
  - COUNTY Defaulted Property Tax Reduction Ordinance.
  - Civil Rights Act of 1964 (Subchapter VI of Chapter 21 of Title 42);
  - AB 939; and
  - AB 1826.

Reference to Applicable Law includes future amendments and supplements to or replacement, restatement, or recodification thereof.



**Authorized Commercial Waste Hauler** means a waste hauler that has signed a Commercial Franchise agreement with COUNTY and is currently in good standing.

**Award Date** means the date County of Los Angeles Board of Supervisors approves the CONTRACT.

**Basic Service Fee** means the monthly charges that CONTRACTOR bills a Customer for providing Collection with respect to Task 1 Services, without additional optional services and is defined in Section 7.

**Best efforts** mean serious and sizeable efforts that a respectable person would take in the same (or similar) circumstances, using principles of impartiality of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. Compare "Reasonable Business Efforts", "Reasonable"

**Bilingual** means in the languages of English and Spanish.

**Board of Supervisors** means the Board of Supervisors of County of Los Angeles.

**Breach** means CONTRACTOR'S failure to fully and timely meet one or more Performance Obligations.

**Bulky Item** means any large item of Solid Waste that will not fit into the Container that can be safely lifted by two individuals using a dolly. A Bulky Item that has been placed at the Set-Out Site by the Occupant for Collection by CONTRACTOR, or for Customers with roll-out service, called in for Collection. A Bulky Item includes, but is not limited to the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- E-waste (such as computer, telephones, and televisions);
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Bagged reusable clothing;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;
- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

**Calendar Year** means the months beginning January 1 and ending December 31.

**Cart** means a wheeled container provided by CONTRACTOR for storage of solid waste pending Collection, which is collected (semi) by automated Vehicle. Examples include 32, 64, and 96-gallon plastic Containers.

**CERCLA** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1982 (42 U.S.C. Section 9601 et seq.).

**Change in Law** means the occurrence of any event or change in Applicable Law as follows:

- The adoption, promulgation, modification, or change in Applicable Law or in judicial or administrative interpretation thereof occurring after the Execution Date other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than Franchise Fees levied by COUNTY) or employment taxes;
- Any order or judgment of any Federal, State, or local court or Regulatory Agency issued after the Execution Date if:
  - That order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third party for whom the Party relying thereon is directly responsible; and
  - The Party relying thereon, unless excused in writing from so doing by the other Party, will make or have made, or will cause or have caused to be made, Reasonable Business Efforts to contest that order or judgment (it being understood that the contesting in good faith of that an order or judgment will not constitute or be construed as a willful misconduct or negligent action of that Party);
- The imposition by a Regulatory Agency of any new or different material conditions about the issuance, renewal, or modification of any Permit after the Execution Date; or
- The failure of a Regulatory Agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption, or termination of, any Permit after the Execution Date; if the failure to issue or the suspension or termination of any Permit is not the result of the willful misconduct or negligent action or inaction of the Party relying thereon or any third party for whom the Party relying thereon is directly responsible.

**CNG Fuel Component** means five percent of the Service Fee shown on the Customer Service Fee schedule times the percentage of Vehicles that use compressed natural gas and is defined in item G of Exhibit 7.

**Collect, Collection, or Collecting** is defined in Exhibit 3A1 means Solid Waste pickup(s) made by CONTRACTOR required by and in accordance with this CONTRACT, including Abandoned Waste.

**Commencement Date** means the date defined in Item A of Section 2.

**Commercial** means related to a Person or thing that is not Residential or Multifamily.

**Commercial Occupant** means Person within the Service Area that occupies a Commercial Premise and receives services from CONTRACTOR.

**Commercial Premises** means Premises that are not Residential Premises or Multifamily Premises, including stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, processing, or assembly shops or plants; and hospitals, clinics, convalescent centers, and nursing homes (with respect to nonmedical waste only).

**Compost** means a mixture of decayed or decaying organic matter (such as leaves and grass) used to amend or fertilize soil.

**Construction and Demolition (C&D)** means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up, as defined in COUNTY Code 20.87.030. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

**Container** means any Cart or Dumpster used to provide Collection service.

**CONTRACT** means this CONTRACT, including all exhibits and other attachments, which exhibits and other attachments are incorporated in this CONTRACT by reference.

**Contract Services** means Task 1 and Task 2 Services together and is also defined in Section 1.

**Contract Year** means each 12-month period commencing on the first day of the month in which CONTRACTOR Collects solid waste from any Occupant.

**CONTRACTOR** means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY in accordance with Section 19. CONTRACTOR includes CONTRACTOR'S Subcontractors unless explicitly provided otherwise. References to all CONTRACTOR'S actions and Performance Obligations under this CONTRACT include reference to Subcontractors' actions under this CONTRACT, as applicable, without specifying in each instance that CONTRACTOR shall directly take those actions itself, or cause its Subcontractors to take those actions on CONTRACTOR'S behalf.

**CONTRACTOR Default** is described in Part 6 of Exhibit 5.

**CONTRACTOR Documentation** means Exhibit 3D.

**CONTRACTOR Manager** means any of the following:

- CONTRACTOR'S officers and directors;

- The officers and directors of CONTRACTOR'S parent corporation and of each successive parent corporation's parent corporation;
- The authorized representative of CONTRACTOR named in CONTRACTOR Documentation in Exhibit 3D; and
- Any other Persons, including Affiliates and CONTRACTOR'S or Affiliates' employees, officers, or directors, in a Position of Influence.

**CONTRACTOR Office Hours** means 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

**CONTRACTOR's Related Parties** means CONTRACTOR'S partners, officers, directors, agents, employees, Subcontractors, consultants, licensees, invitees, and Affiliates.

**Conversion Technology (CT)** means an array of emerging technologies capable of converting the organic or carbon-containing materials portion of post-recycling residual solid waste and turning it into useful products, including renewable and environmentally benign fuels, chemicals, and other sources of clean energy.

**COUNTY** means the government entity known as County of Los Angeles.

**County Business Day** means any day on which COUNTY'S Department of Public Works is open to do business with the public.

**County Code** means the Los Angeles County Code.

**County Defaulted Property Tax Reduction Program** or **COUNTY Defaulted Property Tax Reduction Ordinance** means COUNTY Code Chapter 2.206.

**County Lobbyist Ordinance** means COUNTY Code Chapter 2.160.

**County Service** means the Task 2 Services from CONTRACTOR to the COUNTY.

**County Service Fee** means the amount that CONTRACTOR bills COUNTY for providing Collection with respect to Task 2 Services and is defined in Section 7.

**County Service Fee Schedule** means the rates for CONTRACTOR's compensation for providing Task 2 Services.

**County's Reimbursement Costs** means Direct Costs of COUNTY plus 35 percent thereof.

**County's Related Parties** means political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body, their agents, officers, and employees, elected officials, assigns, volunteers, and special districts (including Garbage Disposal Districts) and each one of them. COUNTY's Related Parties are third party beneficiaries of provisions in this CONTRACT that reference them.

**CPI** means the Consumer Price Index for all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CUURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURA421SA0> and is defined in item G of Exhibit 7.

**Criminal Activity** means any of the following:

- Fraud or criminal felony offenses relating to obtaining, attempting to obtain, procuring, or performing a public or private CONTRACT related to recyclables, green waste or MSW Management Services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this CONTRACT;
- Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
- Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- Unlawful disposal of hazardous, designated, or other waste; or
- Violation of securities laws or antitrust laws, including laws relating to price-fixing, bid rigging and sales and market allocation, and of unfair and anticompetitive trade practice laws, including with respect to inflation of waste collection, hauling or disposal fees.

**Customer** means a Person who pays either CONTRACTOR or COUNTY for Task 1 Services from CONTRACTOR.

**Customer Service** means the Task 1 Services from CONTRACTOR to the Customer.

**Customer Service Fee** means the amount that CONTRACTOR bills Customers for providing Task 1 Services and is defined in Section 7.

**Customer Service Fee Schedule** is found in Attachment 7-2 to Exhibit 7.

**Customer Surcharges** means the amounts listed as "Surcharges" on the Service Fee Schedule and is defined in Section 7.

**Day** means calendar day, whether capitalized or lower case.

**Debarment** or **Debar** has the meaning assigned in COUNTY Code Section 2.202.020.

**Diesel Fuel Component"** means 5 percent of the Net Rate shown on the Rate Schedule times the percentage of Vehicles that use diesel and is defined in item G of Exhibit 7.

**Direct Costs** means the sum of the following but excludes profit or return on investment:

- Payroll costs directly related to the performance, management, or supervision of any obligation under this CONTRACT, or exercise of any right, comprised of compensation and fringe benefits, including vacation, sick leave, holidays,

retirement, Worker's Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, plus;

- The costs of materials, services, direct rental costs, and supplies, plus;
- Travel and subsistence costs, plus;
- The reasonable costs of any payments to Subcontractors (with respect to CONTRACTOR) or contractors (with respect to COUNTY) or third parties necessary to and about Performance Obligations, plus;
- Any other cost or expense which is directly or normally associated with the task performed; which is substantiated by:
  - A certificate signed by the principal financial officer of CONTRACTOR or the authorized representative of COUNTY, setting forth the amount of that cost and the reason that cost is properly chargeable to COUNTY or CONTRACTOR and stating that the cost is a competitive price, if there are competitive prices, secured in an arm's length transaction for the service or materials supplied; and
  - If COUNTY or CONTRACTOR requests additional backup documentation as may be available to reasonably substantiate any Direct Costs, including invoices from suppliers, Subcontractors, and contractors.

**Director** means COUNTY Director of Public Works or his or her authorized representative, including the authorized representative named in Attachment 5-9G.

**Director's Office Hours** means hours that Director is open to do business as indicated in Attachment 5-9G.

**Disabled** means Occupants who suffer from a disability as evidenced by a letter from their medical physician.

**Disposal** or **Dispose** means disposal, as defined in California Public Resources Code Section 40192, at a Solid Waste Facility of Refuse that CONTRACTOR has Collected.

**Disposal Component** means 20 percent of the Customer Service Fee shown on the Service Fee schedule and is defined in item G of Exhibit 7.

**District** means Garbage Disposal District.

**Diversion** or **Divert** means activities that reduce or eliminate the amount of Solid Waste from Disposal for the purposes of Division 13 of the California Public Resources Code, including Article 1 (commencing with Section 41780).

**Diversion Goal** means the current State law requirement of 50 percent, the State goal of 75 percent Diversion by 2020, and future COUNTY goals including the Roadmap to a Sustainable Waste Management Future adopted by the Board of Supervisors on April 22, 2014. The Roadmap goals are 80 percent Diversion from landfills by 2025, 90% Diversion from landfills by 2035, and 95 percent or more Diversion from landfills by 2045, as calculated by Director using Director's methodology. State and COUNTY goals are subject to change.

**DOE CNG** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director and is defined in item G of Exhibit 7.

**DOE Diesel** means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm), or if that is permanently discontinued, Producers Price Index- Commodities Fuels and related products and power/No.2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost> and is defined in item G of Exhibit 7.

**Dumpster** means a container for storage of solid waste that is usually collected with front end loading Vehicles, such as those having a 1- to 8-cubic yard capacity, commonly referred to as a dumpster.

**EIA LNG** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm), or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director and is defined in item G of Exhibit 7.

**Elderly** means a Person age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

**E-waste** means waste that is powered by batteries or electricity, such as computers, telephones, stereo equipment, DVD players/recorders, mp3 players, televisions, and calculators.

**Excess Solid Waste** means bagged, containerized, or bundled solid waste, not to exceed 4 feet in length or 70 pounds in weight.

**Execution Date** means the date this CONTRACT is signed by both COUNTY and CONTRACTOR and is also defined in item A of Section 2.

**Expected Number** means a quantity that Director anticipates during a future Contract Year plus 10 percent, based on the previous year's data.

**Expiration Date** means the date this CONTRACT expires as provided in accordance with item A of Section 2.

**Fiscal Year** means the 12-month period beginning July 1st and ending the following June 30th.

**Food Waste** means uneaten materials acquired for animal or human consumption.

**Franchise Fee** means the fee described in item E of Section 1.

**Garbage Disposal District** means a district created under COUNTY Code Chapter 20.90 and referred to as COUNTY in this Contract.

**Goods or Services** means goods or services used in providing Contract Services, including labor; leases; subleases; equipment; supplies; capital; insurance, bonds, or other performance security if the insurer, surety, or other provider is an Affiliate or a captive of CONTRACTOR or any Affiliate; and legal, risk management, general, and administrative services.

**Green Waste** means Solid Waste comprised of leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated from landscapes and gardens and separated from other forms of Solid Waste, including holiday trees and bushes, but excluding:

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-composting processes;
- Other COUNTY-approved items listed in the Terms and Conditions; and
- Food Waste.

**Gross Receipts** means fees, charges, and other compensation that CONTRACTOR or CONTRACTOR's Related Parties receive directly or indirectly from Customers and Occupants about Task 1 Services before any deduction for costs or expenses such as the Franchise Fee. Gross Receipts does not mean fees, charges, and other compensation that CONTRACTOR or CONTRACTOR's Related Parties receive about the sale of Recyclables.

**Holidays** means January 1, Memorial Day, 4th of July, Labor Day, Thanksgiving, and December 25 and any other holidays designated by COUNTY in Notice to CONTRACTOR.

**Including or Include** or variations thereof, when used in this CONTRACT, means "including without limitation," "including, but not limited to," and "including, at a minimum."

**Indemnities or Indemnification** means all defenses, indemnities, and releases under this CONTRACT, including under Part 4A of Exhibit 5 (generally), and with respect to the Immigration Reform and Control Act and Cal/OSHA (specifically).



**Liabilities** mean any of the following:

- Liabilities;
- Lawsuits;
- Claims;
- Complaints;
- Cause of actions;
- Citations;
- Investigations;
- Judgments;
- Demands;
- Cleanup orders;
- Damages (whether in contract or tort, including:
  - Personal injury to or death of, at any time, CONTRACTOR'S employees, Subcontractors, COUNTY employees or third parties; and
  - Property damage of CONTRACTOR, Subcontractors, COUNTY employees or third parties);
- Costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys' fees, whether COUNTY'S or CONTRACTOR'S staff attorneys or outside attorneys, and court costs);
- Losses;
- Fines;
- Penalties; and
- Other detriments of every nature and description whatsoever, whether under State of California or Federal law.

**LNG Fuel Component** means five percent of the Customer Service Fee shown on the Service Fee schedule times the percentage of Vehicles that use liquid natural gas and is defined in item G of Exhibit 7.

**Local Enforcement Agency** means the enforcement agency defined in COUNTY Code Section 20.56.030.

**Manure** means Solid Waste comprised of animal dung or excrement, and may include straw or other absorbent.

**Maximum Rate Adjustment** is described in Section B4 of Exhibit 7.

**Monthly Report** is described in item A1 of Section 10.

**More Than Expected Number** means a quantity greater than what Director anticipates during a future Contract Year; it is the quantity between the Expected Number and up to double the Expected Number.

**Mulch** means organic materials commonly used for mulch including wood chips, ground up landscape trimmings, shredded bark, coarse compost material, and straw.

**Multifamily** means Person or thing related to (1) dwellings with three or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities, (2) townhouses, and (3) condominiums, whether attached or detached.

**Multifamily Occupant** means Person within the Service Area who occupies a Multifamily Premises and receives services from CONTRACTOR.

**Multifamily Premises** means Premises containing a Multifamily building.

**Municipal Solid Waste (MSW) Management Services** means any of the following:

- Collection, transportation, storage, transfer, or processing of:
  - solid waste; or
  - Unpermitted Waste that is collected as part of a Collection program for Bulky Items, and E-waste described in Exhibit 3A1 and handled in accordance with Applicable Law (such as tires more than load limits, and certain E-waste); or
- Arranging for disposal of that solid waste or Unpermitted Waste.

**Non-Collection Notice** means the notice in the form included in CONTRACTOR Documentation in Exhibit 3D in accordance with item C of Section 4.

**Notice** (when capitalized) means notice given in accordance with Part 9F of Exhibit 5.

**Occupant** means a Person within the Service Area that occupies a Residential or Commercial building and receives services from CONTRACTOR.

**Office** means CONTRACTOR'S offices required by item A of Section 6 to be identified in CONTRACTOR Documentation in Exhibit 3D.

**Organic Waste or Organics** means both of the following:

- Organic waste defined in AB 1826, and
- Organic waste used in portions of AB 1383 selected by Director and Noticed to CONTRACTOR, and includes Food Waste and Green Waste.

**Party** or **Parties** means COUNTY and CONTRACTOR, individually and together, respectively.

**Performance Obligations** means every obligation and liability of CONTRACTOR under this CONTRACT and is also defined in Section 1

**Permit** means any Federal, State, County, other local, and any other governmental unit permit, order, license, approval, authorization, consent, or entitlement of whatever kind and however described that Applicable Law requires to be obtained or maintained with respect to the satisfaction of Performance Obligations, as renewed or amended from time to time, including the waste collector permit issued by COUNTY Department of Public Health.

**Person** means any individual, firm, association, organization, partnership, corporation, trust, joint venture, State, County, municipality, special purpose district, the United States or any other entity.

**Position of Influence** means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise or oversee the Contract Services or this CONTRACT, including the following: (1) serving as director of the board of directors of CONTRACTOR or an Affiliate, (2) serving as an officer of CONTRACTOR or an Affiliate, (3) reviewing or negotiating CONTRACTOR'S contracts (including this CONTRACT), (4) providing in-house legal services, and (5) providing insurance or other performance security if the provider is an Affiliate or is a captive of CONTRACTOR or an Affiliate; but excluding the following: (1) monitoring CONTRACTOR'S performance, (2) supervising CONTRACTOR'S finance and capital budget decisions, and (3) articulating general policies and procedures not related to a Criminal Activity.

**Premises** means a tract of land located in the Service Area which is safely accessible by Vehicles.

**Processing** means the reduction, separation, recovery, conversion, or Recycling of Solid Waste, including creating "compost" as defined in California Public Resources Code Section 40116.

**Prompt** or **Promptly** means as soon as practicable, but in no event more than two days.

**Public Right-of-Way** is defined in Section A of Exhibit 3A2 and includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
  - sidewalks,
  - and between a sidewalk and street, and
  - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

**Quarterly Report** is described in item A2 of Section 10.

**RCRA** means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*).

**Reasonable** or **Reasonable Business Efforts** or **Reasonable Efforts** or **Reasonable Judgment** means practical actions a sensible person would do in the same (or similar) circumstances using sound judgment and principles of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. It does not mean pursuing every possible action.

**Records** means documentation relating to Contract Services and other Performance Obligations, including ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, correspondence, reports, drawings, designs (other than those respecting facilities or facility operations not involving Collection), data and photographs prepared by or possessed by CONTRACTOR, including the following:

- Customer and Occupants Terms and Conditions and Task 1 Services information (including Customers and Occupants' names and addresses), billing records, call logs, route maps, schedules, and correspondence with Customers and Occupants;
- Weight tickets, invoices, bills of lading, and receipts from Solid Waste Facilities for types and amounts of Solid Waste that CONTRACTOR Collects, transports, and delivers to those Solid Waste Facilities;
- Records for AB 939 and other laws, including documentation from Recyclables and Green Waste transporters, shippers, brokers, beneficiaries, remanufacturers, and purchasers or other users of Recyclables and Green Waste; any reports on Processing of Recyclables or Green Waste residual that Solid Waste Facilities may make to the CalRecycle;
- Vehicle maintenance, driver Permits and driver testing records;
- Gross revenues and receipts, including Gross Receipts;
- Franchise Fees paid to COUNTY; and
- Records that may be relevant in the event of an action under CERCLA or similar claims.

**Recyclables** is also defined in Item G of Exhibit 3A1 and means Solid Waste that may potentially be Diverted from disposal (excluding Green Waste and Manure) including but not limited to any of the following materials:

- Aluminum and metal cans;
- Newspaper;
- Glass jars and bottles;
- Tin cans;
- Plastic soda bottles;
- Plastic milk and water jugs;
- Plastic bags (e.g., bread, frozen food, grocery bags);
- Type No. 1 plastic containers (PET-polyethylene terephthalate);
- Type No. 2 plastic containers (HDPE-high density polyethylene);
- Type No. 3 plastic (PVC-Vinyl or Polyvinyl Chloride);
- Type No. 4 plastic (LDPE-Low Density Polyethylene);
- Type No. 5 plastic (PP-Polypropylene);
- All types of paper (e.g., office paper, junk mail, magazines, telephone books);
- Corrugated cardboard;
- E-waste;
- White goods (such as those listed in the definition of Bulky Items);
- Paper coated with plastic or aluminum foil (milk and juice cartons); and
- Mattresses, excluding those made mostly of foam.

Additional (or deleted) items that Director directs after Notice to CONTRACTOR, without adjustment of Service Fees unless the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables.

**Recycle or Recycling** means the process of collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables and Green Waste) that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the market place. **Recycling** does not include transformation, as defined in California Public Resources Code Section 40201.

**Refuse** means Solid Waste that CONTRACTOR does not Divert.

**Regulatory Agency** means any Federal, State or local governmental agency that regulates Collection and transportation of Solid Waste (including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, or other health and safety department thereof; COUNTY; and Local Enforcement Agency applicable to Contract Services).

**Report** means Monthly Report, Quarterly Report, Annual Report and any AB 939 or other report CONTRACTOR is required to submit in accordance with this CONTRACT.

**Residential** means Person or thing related to detached, single-family homes or duplexes, other than condominiums or townhouses.

**Residential Occupant** means Person within the Service Area who occupies a Residential Premises and receives services from CONTRACTOR.

**Residential Premises** means Premises containing a Residential building, such as a detached, single-family home or a duplex.

**Service Area** means the area mentioned in the title of this CONTRACT, as described in item A1 of Section 16.

**Service Assets** means all property of CONTRACTOR used directly or indirectly in performing Contract Services, including Vehicles, containers, maintenance equipment and facilities, and administrative equipment and software, both tangible and intangible (such as facility leases or equipment installment purchase contracts).

**Service Day** means any day Monday through Friday, excluding Holidays.

**Service Component** means 65 percent of the Service Fee shown on the Customer Service Fee schedule and is defined in item G of Exhibit 7.

**Service Fees** means both Customer Service Fees and County Service Fees.

**Service Fee Schedule** means all the fees listed in Attachments 7-2 and 7-3 of Exhibit 7.

**Service Specifications** means Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A2.

**Service Standards** means each obligation of CONTRACTOR prescribed in Section 4.

**Set-Out Site** means the location where the Solid Waste is temporarily placed for Collection as mutually agreed upon by CONTRACTOR and Occupant.

**Sharps** means any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, such as needles (hypodermic, pen or intravenous), needles with syringes, needles from vacutainers, needles with attached tubing, and lancets.

**Sharps Containers** means container approved by COUNTY for discard of Sharps.

**Solid Waste** means solid waste as defined in California Public Resources Code Section 40191, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-Waste,
- Organic Waste,
- Manure, and
- Abandoned Waste.

**Solid Waste Facility** means the facility as defined in California Public Resources Code Section 40194 (and any other types of facilities named by Director) and designated by CONTRACTOR in CONTRACTOR Documentation in Exhibit 3D.

**Standards** means the criterion for excellent solid waste management established by the solid waste collection industry; professional associations such as the National Solid Waste and Recycling Association, Solid Waste Association of North America, US Mayors/ Municipal Solid Waste Association; and public bodies such as State and Federal EPAs.

**Subcontractor** means any Person that provides Goods or Services related to Collection, transportation or storage of Solid Waste or related to Service Assets, including their operation, maintenance, and repair, to or on behalf of CONTRACTOR whether pursuant to any arrangement, formal or informal, written or merely in practice.

**Subcontractor** does not include a Person that provides Goods or Services related to Processing, Diversion, or Disposal.

**Sweep** means to search the specified area; Collect, transport, and Dispose of Solid Waste not in Containers.

**Task 1 Services** all Performance Obligations prescribed in Exhibit 3A1 for Refuse, Recyclables, and Green Waste Container Services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises and is also defined in Section 1.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection Services and Public Receptacle Collection Services is also defined in Section 1.

**Term** means the period beginning on the Execution Date and ending on the Expiration Date and is also defined in item A of Section 2.

**Terms and Conditions** means the CONTRACT details mailed to Customers and Occupants.

**Ton or Tonnage** means a short ton of 2,000 pounds avoirdupois.

**Transfer** is defined in Part 8 of Exhibit 5.

**Uncontrollable Circumstances** means any of the following events:

- Riots, war, or emergency affecting the Country declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or
- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR'S exercise of due diligence, excluding:
  - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
  - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

**Universal Waste** means hazardous waste that the California Department of Toxic Substances Control considers universal waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

**Unpermitted Waste** means

- Materials that are not Solid Waste such as Universal Waste, household hazardous waste and other hazardous waste, unauthorized medical waste, radioactive waste;
- Waste tires more than the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);
- Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.

**Unpermitted Waste Screening Protocol** means the protocol prescribed in Section 13, Item A of Exhibit 5, and included in CONTRACTOR Documentation in Exhibit 3D.

**Vehicle** means any truck used by CONTRACTOR to provide Contract Services.

**Violation of Applicable Law** means any noncompliance with Applicable Law as evidenced by notice, assessment, or determination of any Regulatory Agency to CONTRACTOR, whether a fine or penalty is included, assessed, levied, or attached.

**Weighted Customer Service Fee Adjustment Percentage** means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and disposal tipping fees calculated as provided in items B, C, and D of Exhibit 7, respectively and is defined in item G of Exhibit 7.



## EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

### A. Service Fee Schedule

CONTRACTOR shall charge Customer Service Fees and County Service Fees in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

#### 1. Time, Conditions, Changes

##### a. *Annual Adjustments*

##### (1) Automatic (Indices):

Beginning at least 6 months after the Commencement Date, Director will automatically adjust the Consumer Price Index (CPI), Department of Energy (DOE) Compressed Natural Gas (CNG), or Energy Information Agency (EIA) Liquefied Natural Gas (LNG) components of the Service Fee each July 1 in accordance with subsections A1 a(3), B, C and D.

##### (2) Requested (Disposal and Diversion):

Beginning at least 12 months after the Commencement Date, Director will adjust the Disposal and Diversion components of the Service Fee each July 1 in accordance with subsection A1a (3) and E in the following events:

- CONTRACTOR requests adjustment of those components by Notice to Director together with documentation satisfactory to Director by March 1 of each year, and
- COUNTY initiates an adjustment of those components by Notice to CONTRACTOR together with documentation satisfactory to Director by March 1 of each year.

##### (3) Changes:

Director will adjust the Service Fee for the following changes, if any:

- **Indices (After 6 Months):** Annual changes, if any, in the following indices, as applicable, defined in Section G of this Exhibit 7:

- **CPI:** Consumer Price Index (CPI),
- **DOE CNG:** of Energy (DOE) Compressed Natural Gas (CNG), or
- **EIA LNG:** Energy Information Agency (EIA) Liquefied Natural Gas (LNG)

in accordance with the Service Fee adjustment protocol in subsections B, C, and D; or

- **Disposal Tipping Fees (after 12 Months):** Annual change, if any, in CONTRACTOR'S Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, on January 1 at the Solid Waste Facility it has designated in CONTRACTOR Documentation, Exhibit 3D, and any other supporting documentation, submitted to Director by March 1; or
- **Disposal or Diversion of Green Waste (after 12 Months):** Annual changes in CONTRACTOR'S costs of Disposal or Diversion of Green Waste, such as public tipping fees, on January 1 from the Solid Waste Facility it has designated in CONTRACTOR Documentation in Exhibit 3D, and any other supporting documentation, submitted to Director by March 1.

**b. Adjustments at Any Time**

If CONTRACTOR requests Director by Notice or Director Notifies CONTRACTOR at any time, following agreement with CONTRACTOR, the Director may adjust the Service Fees in either of the following events, subject to changes in Refuse Disposal or Green Waste Diversion in subsection A4, and limitations in A6:

**(1) Changes in Law**

Change in CONTRACTOR'S Direct Costs of providing Contract Services due to Changes in Law, except for any adjustment in the Service Fee due to a Change in Law by the State which is not included in the Maximum Rate Adjustment in subsection 4; and

**(2) Changes in Scope of Service**

Up to ten percent of CONTRACTOR'S Direct Costs of providing Contract Services due to changes in Contract Services or Standards.

If CONTRACTOR and Director disagree on the adjustment of Service Fees due to Changes in Law, Contract Services or Standards, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

**c. No Adjustment**

Service Fees will not be adjusted:

- Within six or twelve months of the Commencement Date with respect to item A1a(1) and items A1a(2-3) respectively.
- During any of the six possible one-month extensions under item A3 of Section 2.
- If there are any uncured Breaches.
- For any Changes other than changes explicitly listed in preceding subsections a. Annual Adjustments, b. Adjustment as any Time, including for actual changes in the price of fuel or Disposal or Diversion costs.

**d. Sample Calculation**

A sample calculation is attached in Attachment 7-1 of this Exhibit.

**2. Rounding**

All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 10.9656 percent to 10.97 percent, or 10.9637 percent to 10.96). The decimal 5 is rounded up (for example, 10.965 percent to 10.97 percent). Adjustments in Service Fees are rounded to the nearest penny (for example, \$25.34).

**3. Weighted Adjustment**

**a. Serviced Fee Components:**

The monthly Service Fees for Contract Services will be divided into the following cost components and adjusted by these percentages:

<b>Labor</b> (and other general costs of Contract Services)	65%
<b>Fuel</b>	5%
<b>Refuse Disposal</b>	20%
<b>Green Waste</b>	10%
<b>Organics Disposal and Diversion:</b>	0%
• Green Waste	
• Food Waste	
<b>Food Waste</b> Diversion-only	0%
<b>Recyclables</b> Diversion	0%

A sample calculation is attached in Attachment 7-1 of this Exhibit.

**b. Modifications in Weight of Disposal/Diversion Components.**

COUNTY acknowledges that CONTRACTOR’s costs of providing Disposal and Diversion may change significantly. Before each July 1, Director will review service fees under its contracts that are substantially like this Contract, including contracts for residential collection service with carts. In its sole discretion, COUNTY may adjust (or refrain from adjusting) the following components’ related percentage:

- **Refuse Disposal** percent, and
- **Green Waste Diversion** percent.

For example, if Green Waste Diversion costs rise, the Director might make the following adjustments:

- Increase Green Waste Diversion percentage from 10 percent to 12 percent for both the Santa Monica Mountains and Avocado Heights even though those costs were different in the two Service Areas; and
- Correspondingly decrease the Disposal percent from 20 percent to 18 percent.

Director will not make an adjustment solely to this CONTRACT but not in other, similar contracts.

Director will not modify the weighted 65 percent labor or 5 percent fuel components of the Service Fee.

A sample modification is attached to this Exhibit as Attachment A3(4).

**4. Maximum Rate Adjustment**

Cumulative adjustments to the Service Fees cannot exceed the percentages in the following table, except for changes due to acts of the State:

Contract Period (on July 1)*	Maximum Cumulative Service Fee Adjustment**
<b>Years 0 to 1</b> (Commencement Date to the first July 1)	0 percent
<b>Years 2 to 7</b> (The first July 1 to the scheduled Termination Date under Section 2)	35 percent
<b>Years 8 to 9 / Extension #1, if any</b> (July 1 of any first 2-year extension to June 30 on the extended Termination Date)	45 percent

<b>Years 10 to 11 / Extension #2, if any</b> (July 1 of any 2-year extension to June 30 further extended Termination Date)	55 percent
<b>Any time</b> (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
<b>Six 1-month extensions, if any</b>	No Change

\* Rate adjustments due to Changes in Laws or Contract Services under subsection A1 above may be implemented at any time during the Term.

\*\* Any change in Service Fees for direct costs due to Changes in Law promulgated by the State are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

For example, during the first seven years of the CONTRACT, the Service Fee could increase 35 percent plus an allocable amount due to an increase of \$4 per ton on the State-mandated disposal fee.

**5. Customer 30-Day Notice**

CONTRACTOR shall provide all Customers a minimum of 30-days written notice of the implementation of changes in any Customer Service Fees.

**6. Adjustment Limitations**

No adjustment will be effective until notice thereof has been provided to the Board of Supervisors.

**7. Services Eligible for Adjustment**

**a. *Customer Service Fee (CPI, Fuel, and Disposal/Diversion)***

Use methodology in items C, D, E, and F of Exhibit 7

**b. *Recyclables***

There is no adjustment for Recyclables at this time. However, Director may include a Director determined adjustment at any time in in the future, at Director’s sole discretion. A reason for an adjustment may include a significant change in the value of a commodity.

**c. *Locking Recyclables Cart Fee (CPI)***

Use methodology in item C of Exhibit 7

**d. County Service Fee (Task 2)**

Use methodology in items C, D, E, and F of Exhibit 7.

**B. This item is no longer used**

**C. Service Fee Adjustment for Annual Increase or Decrease in CPI**

Beginning on or after six months must elapse from the Commencement Date to July 1 of the current year, the CPI component of the Service Fee will be adjusted by 100 percent of the percent change, if any, between the following:

- The monthly average CPI during the 12-month period commencing March 1 of the previous year to the last day of February of the current year, and
- The monthly average CPI during the 12-month period commencing March 1 of the next previous year to the last day of February of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CPI on July 1, 2018. On July 1, 2019, the rate adjustment would compare March 1, 2018 through February 28, 2019, to March 1, 2017 through February 28, 2018.

However, under COUNTY regulations, any percentage change shall not exceed the general salary movement granted to COUNTY employees as determined by COUNTY's Chief Administrative Office as of July 1 for the prior Fiscal Year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any change in COUNTY employee salaries; no cost-of-living adjustment will be granted.

**D. Service Fee Adjustment for Annual Increase or Decrease in Fuel**

A minimum of six months must elapse between Commencement Date and July 1 of the current year. The DOE CNG component of the Service Fee adjustment will apply only to the percentage of Vehicles in a fleet that use compressed natural gas. The adjustment of the DOE LNG component will apply only to the percentage of Vehicles in a fleet that use LNG. The adjustment of the DOE Diesel component will apply only to the percentage of Vehicles in a fleet that uses diesel.

**1. Adjustment Due to Change in DOE CNG**

The CNG Fuel Component of the Service Fees will be adjusted by the percent change, if any, between the following:

- The DOE CNG quarterly averages commencing in January of the prior year and ending in December of the prior year (averages for the fourth quarter are not available early enough to be used), and
- The DOE CNG quarterly averages commencing January of the previous year through December of the prior previous year.

**2. Adjustment Due to Change in Energy Information Administration (EIA) LNG**

The EIA LNG Fuel Component of the Service Fees will be adjusted by the percent change, if any, between the following:

- The EIA LNG monthly average during the 12-month period commencing March 1 of the previous year to the end of February of the current year, and
- The EIA LNG monthly average during the 12-month period commencing March 1 of the prior previous year to the end of February of the previous year.

**3. Adjustment Due to Change in DOE Diesel**

Beginning on July 1 in the second Calendar Year after commencement of Collection and thereafter on each succeeding July 1, the Diesel Fuel Component will be adjusted by the percent change, if any, between the following:

- The DOE Diesel during the 12-month period commencing April 1 of the previous year to March 31 of the current year, and
- The DOE Diesel during the 12-month period commencing April 1 of the next previous year to March 31 of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CNG on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- January 2018 through December 2018, and
- January 2017 through December 2017.

The rate adjustment for LNG would also not be eligible on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- March 1, 2018 through February 28, 2019, and
- March 1, 2017 through February 28, 2018.

**E. Service Fee Adjustment for Changes in Refuse Disposal and Green Waste Diversion Facility Fees**

The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal and Green Waste Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in CONTRACTOR Documentation in Exhibit 3D. A minimum of 12 months must elapse between Commencement Date and July 1 of the current year. Director may conditionally approve changing the Solid Waste facilities to a more expensive facility by not allowing the increased cost to be passed down to the Customer.

**1. Facilities Open to Public**

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjustment by the percent change, if any, between the following:

- The Refuse Disposal and Green Waste Diversion posted tipping fees on January 1 of the current year, and
- The Refuse Disposal and Green Waste Diversion posted tipping fees on January 1 of the previous year.

**2. Facilities Not Open to Public**

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjustment by the percent change, if any, between the following:

- The cost for Refuse Disposal and Green Waste Diversion on January 1 of the current year, and
- The cost for Refuse Disposal and Green Waste Diversion on January 1 of the previous year.

CONTRACTOR must substantiate to the satisfaction of Director changes in tipping fees CONTRACTOR is paying at the Solid Waste Facility by submitting before March 1, monthly invoices from the Solid Waste Facility, showing the total tons and rate paid for Disposal/Diversion.

- If CONTRACTOR owns the Solid Waste Facility, it must show the posted gate rate paid by the public that has no financial agreement with CONTRACTOR, by contract or letter-of-agreement, unless there is no posted gate rate.
- If CONTRACTOR owns the Solid Waste Facility but has no posted gate rate, CONTRACTOR must substantiate changes in tipping fees by submitting other documentation acceptable to Director.

If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

For example, CONTRACTOR may own the Solid Waste Facility it designated for Disposal and consequently internalize Disposal costs at the Solid Waste Facility. The costs however must be adequately explained.

**3. Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere**

The Refuse Disposal and Green Waste Diversion components of the Service Fees will be adjusted by the percent change, if any, between the following:



- The cost for Refuse and Green Waste transferring, transporting, and Disposal/Diversion on January 1 of the current year, and
- The cost for Refuse and Green Waste transferring, transporting, and Disposal/Diversion on January 1 of the previous year.

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the Solid Waste Facility, showing the total tons and rate paid for transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

For example, CONTRACTOR may be paying the Solid Waste Facility \$10 per ton to a Materials Recovery Facility but will have additional expenses to Transport the Refuse to another facility, plus the expense for Disposal at the second facility.

#### F. Future Service Fee Adjustment Components

As of the Commencement Date, certain expenses in item P of Exhibit 31A are zero because CONTRACTOR does not incur them. The weighted adjustments in subsection B3 above may be changed if CONTRACTOR incurs those expenses after the Commencement Date. For example, as of the Commencement Date CONTRACTOR has no expenses for Food Waste collection as shown by zero in item P of Exhibit 3A1. If COUNTY converts the Green Waste Container to an organics Container for both Green Waste and Food Waste, or adds a separate Food Waste Container, those negotiated expenses discussed would no longer be zero.

#### G. Service Fee Adjustment Definitions

**"CNG Fuel Component"** means five percent of the Service Fee shown on the Customer Service Fee schedule times the percentage of Vehicles that use compressed natural gas.

**"CPI"** means the Consumer Price Index for all Urban Consumers (Los Angeles-Riverside-Orange County) (Not Seasonally Adjusted) All items, Series ID CUURA421SA0, Base Period 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURA421SA0>.

**"Diesel Fuel Component"** means 5 percent of the Net Rate shown on the Rate Schedule times the percentage of Vehicles that use diesel.

**"Disposal Component"** means 20 percent of the Customer Service Fee shown on the Service Fee schedule.

**“DOE CNG”** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

**“DOE Diesel”** means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm), or if that is permanently discontinued, Producers Price Index- Commodities Fuels and related products and power/No.2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>.

**"EIA LNG"** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm), or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

**"LNG Fuel Component"** means five percent of the Customer Service Fee shown on the Service Fee schedule times the percentage of Vehicles that use liquid natural gas.

**"Service Component"** means 65 percent of the Service Fee shown on the Customer Service Fee schedule.

**"Weighted Customer Service Fee Adjustment Percentage"** means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and disposal tipping fees calculated as provided in items B, C, and D of Exhibit 7, respectively.

#### **H. Temporarily Discontinued Indices**

If a price or index is temporarily discontinued on the date of adjustment, the last available price or index for the required period (such as Calendar Year or another 12-month period) will be used.

**ATTACHMENT 7-1 – Service Fee Adjustment Example**

**A. Annual increase or decrease in CPI Example (C of Exhibit 7)**

**Table 1–Adjustment Due to Change in CPI**

Calculate percent change in CPI (12-month average, not month-to-month)	03/01/15-02/29/16	221.64
	03/01/16-02/28/17	228.59
	Percent change	3.14% (not more than COUNTY salary increase)
Adjustment to Service Fee	100% of percent change in CPI	<b>3.14%</b>

**B. Annual increase or decrease in Fuel Example (D of Exhibit 7)**

**Table 2A–Adjustment Due to Change in DOE CNG**

Calculate percent change in DOE CNG (average of quarters in year – which may vary, not quarter-to-quarter)	January, April, July, and October 2015	$(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12$
	January, April, July, and October 2016	$(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35$
	Percent Change	$(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85\%$
Adjustment to CNG Fuel Component (% Fleet)	40% of fleet uses DOE CNG (Fleet=4 CNG Vehicles, 6 LNG Vehicles)	$0.40 \times 10.85\% =$ <b>4.34%</b>

**Table 2B - Adjustment Due to Change in EIA LNG**

Calculate percent change in EIA LNG (12-month average, not month-to-month)	03/01/15-02/29/16	121.63
	03/01/16-02/28/17	153.01
	Percent Change	2.58%
Adjustment to LNG Fuel Component (% Fleet)	60% of fleet uses EIA LNG (Fleet=4 CNG Vehicles, 6 LNG Vehicles)	$0.60 \times 10.85\% =$ <b>6.51%</b>

**C. Changes in Disposal/Diversion Tipping Fees Example (E of Exhibit 7)**

**Table 3A–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility One**

Calculate percentage change in Disposal tipping fees	01/01/14 (Contract started 9/1/14)	\$50.00
	01/01/15	\$52.00
	01/01/16	\$55.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	10.00%
Adjustment to Disposal	45% of Disposal at this facility	$0.45 \times 10.00\% =$ <b>4.50%</b>

**Table 3B–Adjustment Due to Change in Refuse Disposal Tipping Fees at Facility Two**

Calculate percentage change in Disposal tipping fees	01/01/14 (Contract started 9/1/14)	\$40.00
	01/01/15	\$43.00
	01/01/16	\$46.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	15.00%
Adjustment to Disposal	55% of Disposal at this facility	$0.55 \times 15.00\% =$ <b>8.25%</b>

**Table 3C–Adjustment Due to Change in Green Waste Diversion Tipping Fees at Facility**

Calculate percentage change in Diversion tipping fees	01/01/14 (CONTRACT started 9/1/14)	\$30.00
	01/01/15	\$30.00
	01/01/16	\$36.00
	Percent change (compare to 2014 since no adjustment allowed prior year)	<b>20.00%</b>

**D. Weighted Service Fee Adjustment Percentage Example (C, D, and E of Exhibit 7)**

**Table 4–Sum of Adjustments**

Service Fee Component	Relative weight of Service Fee	Adjustment due to change in indices/ change in disposal tipping fees	Weighted Service Fee Adjustment Percentage
Service Component (CPI)	65% of Service Fee	3.14%	2.05%
Fuel Component	5% of Service Fee	6.51% + 4.34%	0.54%
Refuse Disposal Component	20% of Service Fee	4.50% + 8.25%	2.55%
Green Waste Diversion Component	10% of Service Fee	20.00%	2.00%
<b>Weighted Service Fee Adjustment Percentage</b>			<b>7.14%</b>

FORM PW-4.2.3

**ATTACHMENT 7-2.3 - Task 1 Service Fees  
SANTA CLARITA VALLEY**

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Amount of fees billed to Customer listed below are to include the franchise fees.

Services	Monthly Rate Per Customer (Billed to Customer)
<b>MONTHLY RATE</b>	
<b>Monthly Rate for Cart Basic Services (Exhibit 3A1)</b>	
<ul style="list-style-type: none"> <li>• One 96-gallon (0.5 cu yd) Refuse Cart</li> <li>• One or two 96-gallon (0.5 cu yd) Recyclables Cart(s)</li> <li>• One or two 96-gallon (0.5 cu yd) Green Waste Cart(s)</li> </ul>	<p><u>\$22.72</u></p> <p><u>\$Included</u></p> <p><u>\$Included</u></p>
Sum of Refuse, Recyclables, and Green Waste	<u>\$22.72</u> (Total)
<b>DISCOUNTS SUBTRACTED FROM MONTHLY RATE</b>	
<b>Monthly Discounts (Section 7A3)</b>	
<ul style="list-style-type: none"> <li>• Senior</li> </ul>	-25% of Basic Services Total
<b>SURCHARGES ADDED TO MONTHLY RATE</b>	
<b>Additional Containers beyond Basic Services</b> which is 1 Refuse, 2 Recyclables, 2 Green Waste (Exhibit 3A1 D2 and Section 7A2b)	
<ul style="list-style-type: none"> <li>• One 96-gallon Refuse Cart (beyond 1 basic)</li> <li>• One 96-gallon Recyclables Cart (beyond 2 basic)</li> <li>• One 96-gallon Green Waste Cart (beyond 2 basic)</li> </ul>	<p>\$10</p> <p>\$6</p> <p>\$8</p>
<b>Additional On-Call Pickups</b> beyond 3 per year (Exhibit 3A1 H3 & Section 7A2e)	
<ul style="list-style-type: none"> <li>• Bulky items, excess waste, or Green Waste (per visit to Collect all Items)</li> </ul>	\$17.04 (one-time charge equal to 75% of Basic Service Rate)
<b>Container Size Exchange</b> beyond 1 (Exhibit 3A1 D3)	
<ul style="list-style-type: none"> <li>• Each additional exchange</li> </ul>	\$25.00
<b>Roll-Out Service for non-Elderly/Disabled</b> (Exhibit 3A1I and Section 7A2d)	
<ul style="list-style-type: none"> <li>• Full Service (Up to 50 feet)</li> <li>• Extended Full Service (Over 100 feet)</li> </ul>	<p>\$5.68 (25% of Basic Services Total)</p> <p>Negotiated with Customer</p>
<b>Difficult to Service</b> (Exhibit 3A1 O and Section 7A2c)	
<ul style="list-style-type: none"> <li>• Cost per Customer</li> </ul>	\$11.36 (50% of Basic Services Total)
<b>Manure Service</b> per collection each week (Exhibit 3A1 D13 and Section 7A2g)	
<ul style="list-style-type: none"> <li>• 65-gallon Cart</li> <li>• 2-cubic yard Dumpster</li> <li>• Roll-Out/Scout Service)</li> </ul>	<p>\$50.10</p> <p>\$200.40</p> <p>Negotiated with Customer</p>

Services	Monthly Rate Per Customer (Billed to Customer)
<b>Bear Resistant Cart-fee per Cart</b> (Exhibit 3A12 D12 and Section 7A2h)	If applicable to Service Area
<ul style="list-style-type: none"> <li>• 96-gallon Cart (Rental with free replacement for Term)</li> <li>• 96-gallon Cart (Purchase without free replacement)</li> </ul>	\$n/a \$n/a (one-time)
<b>Locking Recyclables Cart</b> (Exhibit 3A1 D14)	
<ul style="list-style-type: none"> <li>• 96-gallon Cart</li> </ul>	\$78.59 (one-time)
<b>Billing Fees</b> (Section 7B7)	
<ul style="list-style-type: none"> <li>• Late fee</li> <li>• Interruption of service</li> <li>• Returned checks</li> </ul>	10% \$25 \$25

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

Cole Burr  
 Proposer's Printed Name



Proposer's Signature

March 21, 2018  
 Date Signed



**FORM PW-4.3.3**

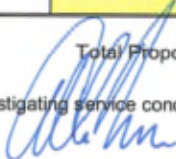
**ATTACHMENT 7-3.3 Task 2 Service Fees  
SANTA CLARITA VALLEY**

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

<b>Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C)</b>			
Services	Fee	Estimated Annual Quantities	Annual Total (Fee x Quantity)
<b>Expected Number of Incidents</b> (up to 50 of up to 4 cu yds) • Alleys (0 miles) • Parkways, Sidewalks, Streets (757.73 miles)	\$32.40 /per incident	50	\$1,620.00
<b>More than Expected Number of Incidents</b> (between 51 and 110, of up to 4 cu yds) • Alleys, Parkways, Sidewalks, Streets	\$32.40 /per incident	110	\$3,564.00
<b>More than 4 cu yds, up to incidents</b> • Alleys, Parkways, Sidewalks, or Streets	\$33.47 /per incident	50	\$1,673.50
<b>Abandoned Waste Daily Collection in Hot Zones (Exhibit 3A2 A5)</b>			
Services	Fee	Estimated Annual Quantities	Annual Total (Fee x Quantity)
<b>Monitoring</b> (0 zones, 0 tons) • Original Locations	\$0 /per foot	0 (0 feet x 260 days)	\$0.00
• Additional Hot Zones (up to 500 feet and up to 260 days)	\$0.01 /per foot	130,000 (500 feet x 260 days)	\$1,300.00
<b>Waste Collection with 4 cu yds or less</b> (0 feet) • From Original Locations • Additional Hot Zones Waste Collection (up to 500 feet) (up to 260 days)	\$0 /per day \$24.87 /per day	260 260	\$0.00 \$6,466.20
<b>Waste Collection with more than 4 cu yds</b> (up to 26 incidents)	\$49.74 /per incident	26	\$1,293.24
<b>Public Receptacles (Exhibit 3A2 B)</b>			
Services	Fee	Estimated Annual Quantities	Annual Total (Fee x Quantity)
<b>Standard or Solar Compactors</b> (assume Collection twice per day, 6 days per week)	n/a	0	\$0.00
<b>Additional Public Receptacles</b> (up to 25 more receptacles)	\$6.96 /per incident	15,600 (25 x 2 times x 6d x 52wks)	\$108,576.00
<b>Total Proposed Annual Price for Task 2:</b>			<b>\$124,492.94</b>

Proposers are responsible for independently investigating service conditions in the Service Area prior to submission.

Cole Burr  
Proposer's Printed Name

  
Proposer's Signature

March 21, 2018  
Date Signed

**PW-4.4.3**

**ATTACHMENT 7-4 – Task 2 Homeless and Emergency Service Fees  
Santa Clarita Valley**

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

Annual Services	Service Fee	Quantities	Annual Total
<b>Homeless Encampments</b> (Exhibit 3A2 E and Section 7 C3d)			
<b>Abandoned Encampments</b>		100 loads of	
• Waste Collection for each 4 cu yds	\$_____	4 cu yds	\$_____
<b>Occupied Encampments</b> (weekly Collection)		(per week x 52)	
• Boxes (Refuse in bags from event box)	\$_____/bag-box	50 bag-box	\$_____
• Dumpsters			
o Delivery to Area	\$73/Area	5 Areas	\$70,980
o Disposal	\$100/Dumpster	10 Dumpsters	
• Sharps Delivery	\$_____/container	100 containers	\$_____
Maximum Annual COUNTY Services Sum:			\$_____

Services	Monthly Rate Per <b>Customer</b> (billed to COUNTY)
<b>As-Needed Emergency</b> (Section 11B)	
• Automated Collection Services and/or Bulky Items	Comparable Municipal Solid Waste fees
• Solid Waste not in Containers	\$710.65/ton and \$137.69/cubic yard
• Roll-Off Containers or Drop-Off Events	Comparable Municipal Solid Waste fees
• Palm Fronds	\$139.64/hour per Vehicle

Proposers are responsible for independently investigating service conditions in the Service Area.

\_\_\_\_\_  
Proposer's Printed Name

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed



**EXHIBIT 12-D2 – Liquidated Damages**

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.

If CONTRACTOR does not timely submit the applicable information, documentation or complete report or incorporate comments, additions and corrections made by Director within pay days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
<b>CUSTOMER SERVICE</b>		
C01	For each failure to honor commitment to resolve Customer's or Occupant's first complaint in accordance with Section 6D1.	\$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	\$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	\$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) or charging any Customer more than Customer Service Fees.	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Exhibit 5.	\$500
<b>CONTRACT LANGUAGE</b>		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item J1 of Section 4.	\$75 per day
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> <li>• Customer and Occupant correspondence under item F of Section 4</li> <li>• Publicity materials under item G1 of Section 4;</li> <li>• News releases and trade journal articles related to Solid Waste Collection Services, under item G2 of Section 4</li> <li>• Customer and Occupant outreach materials under item L of Exhibit 3A1.</li> </ul>	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director.	\$300 per occurrence plus \$100 per day late
L04	Each failure during any calendar month to return Director calls or to timely meet with COUNTY in accordance with Section 4H.	\$500
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item L4b(4) of Exhibit 3A1.	\$200

No.	Description of Liquidated Damage	Amount
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with Section 1F.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B.	\$75 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	\$75 per day
L09	Failure to allow Director to inspect, audit, review records, or copy Records in accordance with Section 9C.	\$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	\$100 per week late
<b>REPORTING TO COUNTY</b>		
R01	Failure to submit Monthly reports in accordance with items 10A1 and 10B1 of Exhibit 3D .	\$100 per day
R02	Failure to submit Quarterly reports in accordance with items 10A2 and 10B2 of Exhibit 3D.	\$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 3D	\$300 per day
R04	Failure to report adverse information in accordance with items 10C, B, D, and E of Exhibit 3D.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 3D.	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Exhibit 3A1	\$100 per day per vehicle
<b>SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY</b>		
S01	For each failure to Collect Solid Waste in accordance with Section 6D3 and item B of Exhibit 3A1.	\$500 per day plus \$10 for each missed Occupant per day
S02	Failure to immediately clean up litter, spills or liquid leaks in accordance with Section 4A1, 4A2 or 4A3, respectively.	\$150 per parcel per calendar day
S03	For each failure to prevent spills or liquid leaks in accordance with Section 4A2 and 4A3.	\$500
S04	For each failure to equip a Collection Vehicle with signs in accordance with item E9 of Exhibit 3A1.	\$100 per week
S05	For each occurrence of excessive noise in accordance with item A4 of Section 4.	\$300
S06	Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.	\$500 per Vehicle-Occurrence
S07	For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.	\$500
S08	Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.	\$150
S09	Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item F of Exhibit 3A1.	\$500 per Vehicle
S10	For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B2 of Exhibit 3A1, without Director approval.	\$500 plus \$10 for each Container or Bulky Item Collected
S11	For each failure to timely provide, maintain, or repair Container in accordance with item D of Exhibit 3A1.	\$25 per day
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	\$250

No.	Description of Liquidated Damage	Amount
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A	\$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A1.	\$200 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	\$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	\$150
S17	For each failure to Collect Abandoned Waste within 2 Service Days of Director request, in accordance with item A of Exhibit 3A2.	\$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items A5 of Exhibit 3A2.	\$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean) receptacle, in accordance with item B of Exhibit 3A2.	\$50 per receptacle per missed collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Exhibit 3A1.	\$100 per Vehicle per day

By placing initials below at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had many opportunities to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that this CONTRACT was made.

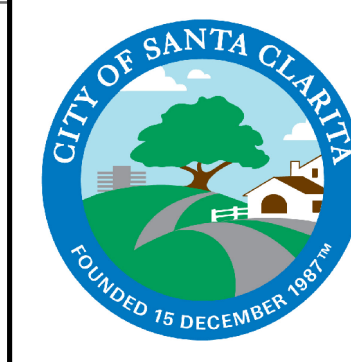
CONTRACTOR  
Initial Here: \_\_\_\_\_

COUNTY  
Initial Here: \_\_\_\_\_



ENCLOSURE C  
MAPS





City of SANTA CLARITA

# Plum Canyon, Skyline Ranch, and North Sand Canyon Annexation

## Legend

- Parcel Outlines
- Santa Clara River
- Skyline Ranch (approx. 1,925 acres)
- Plum Canyon (approx. 1,037 acres)
- North Sand Canyon (approx. 155 acres)
- Current City Boundary

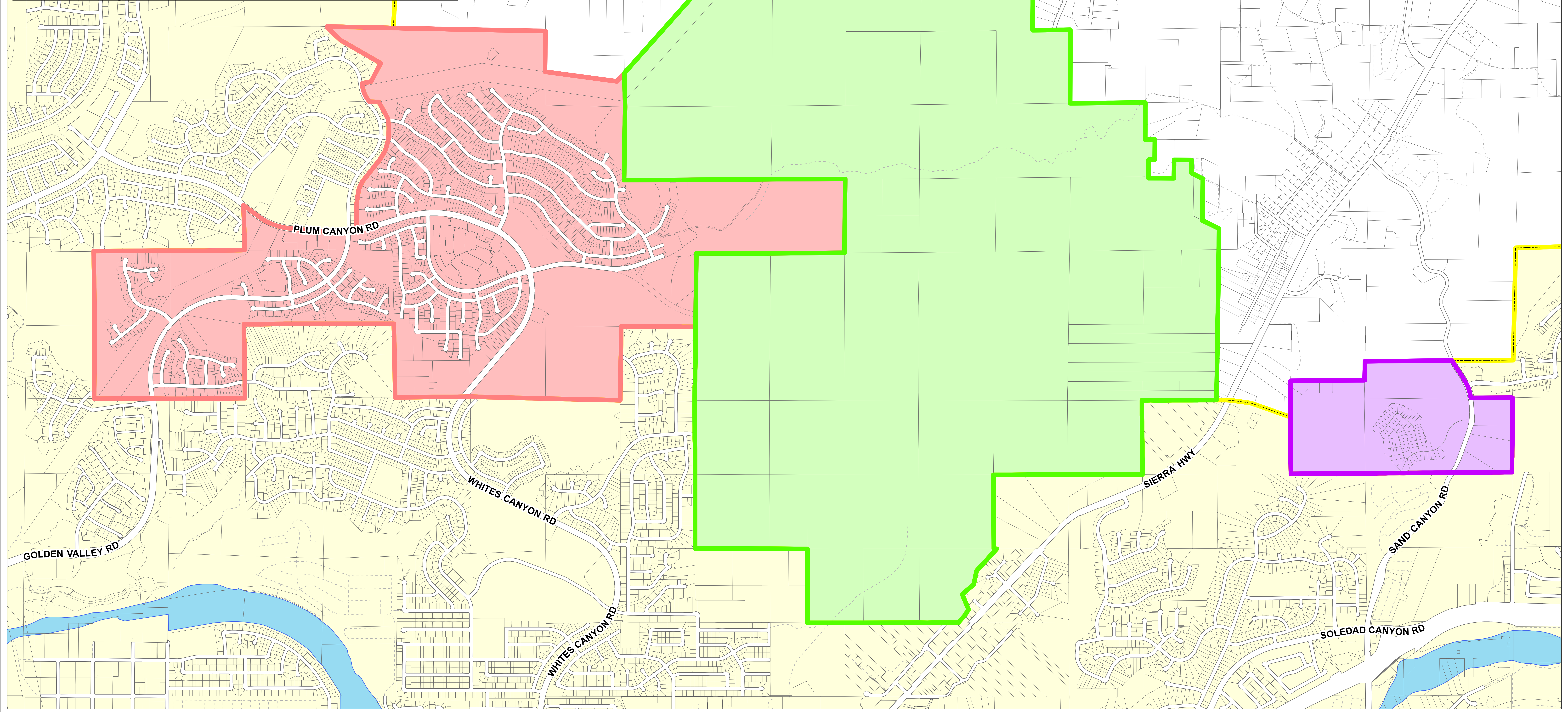
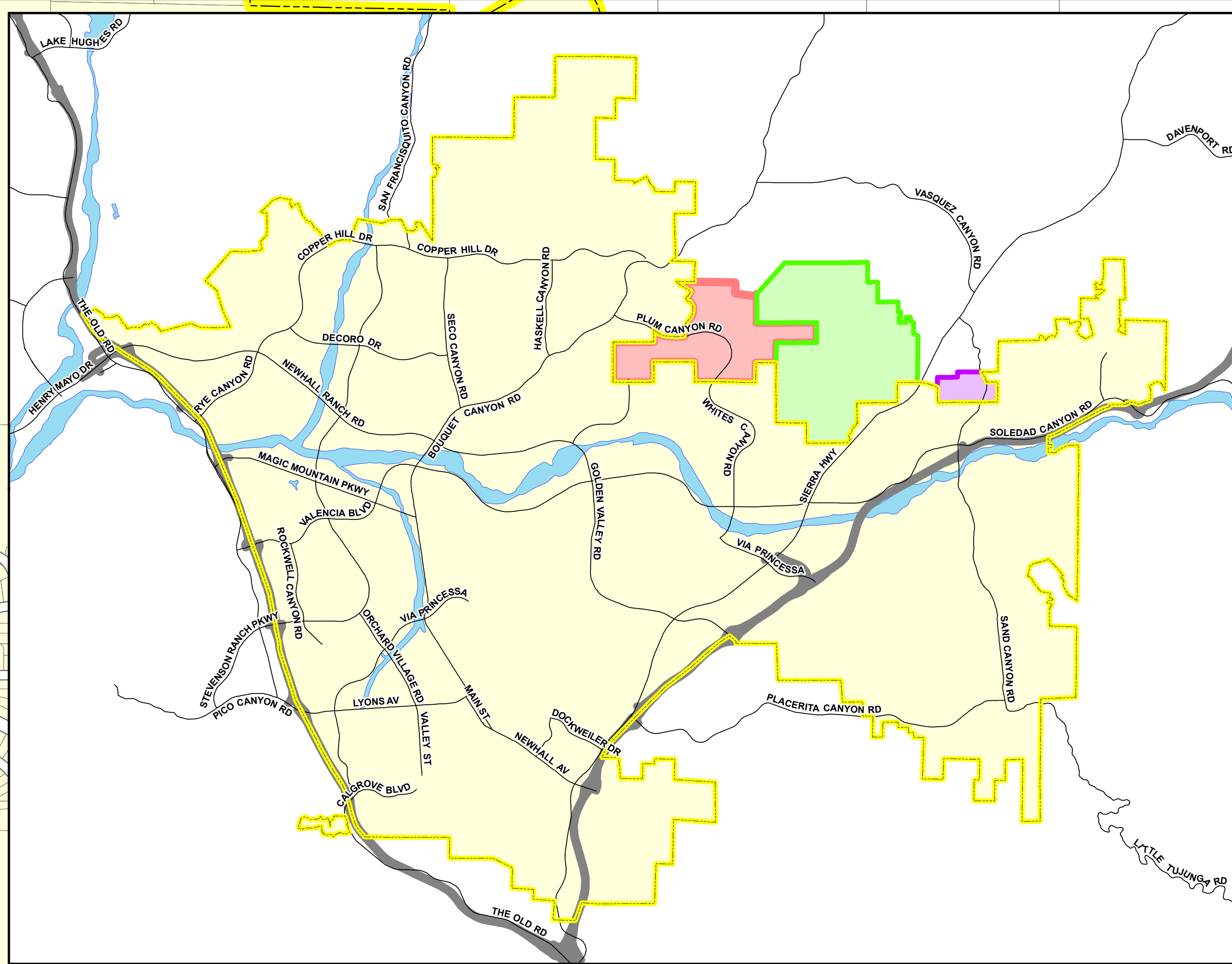


0 0.175 0.35 Miles

Parcel data: Copyright January 2018, County of Los Angeles, ParcelQuest. All rights reserved.



The City of Santa Clarita does not warrant the accuracy of the data and assumes no liability for any errors or omissions.

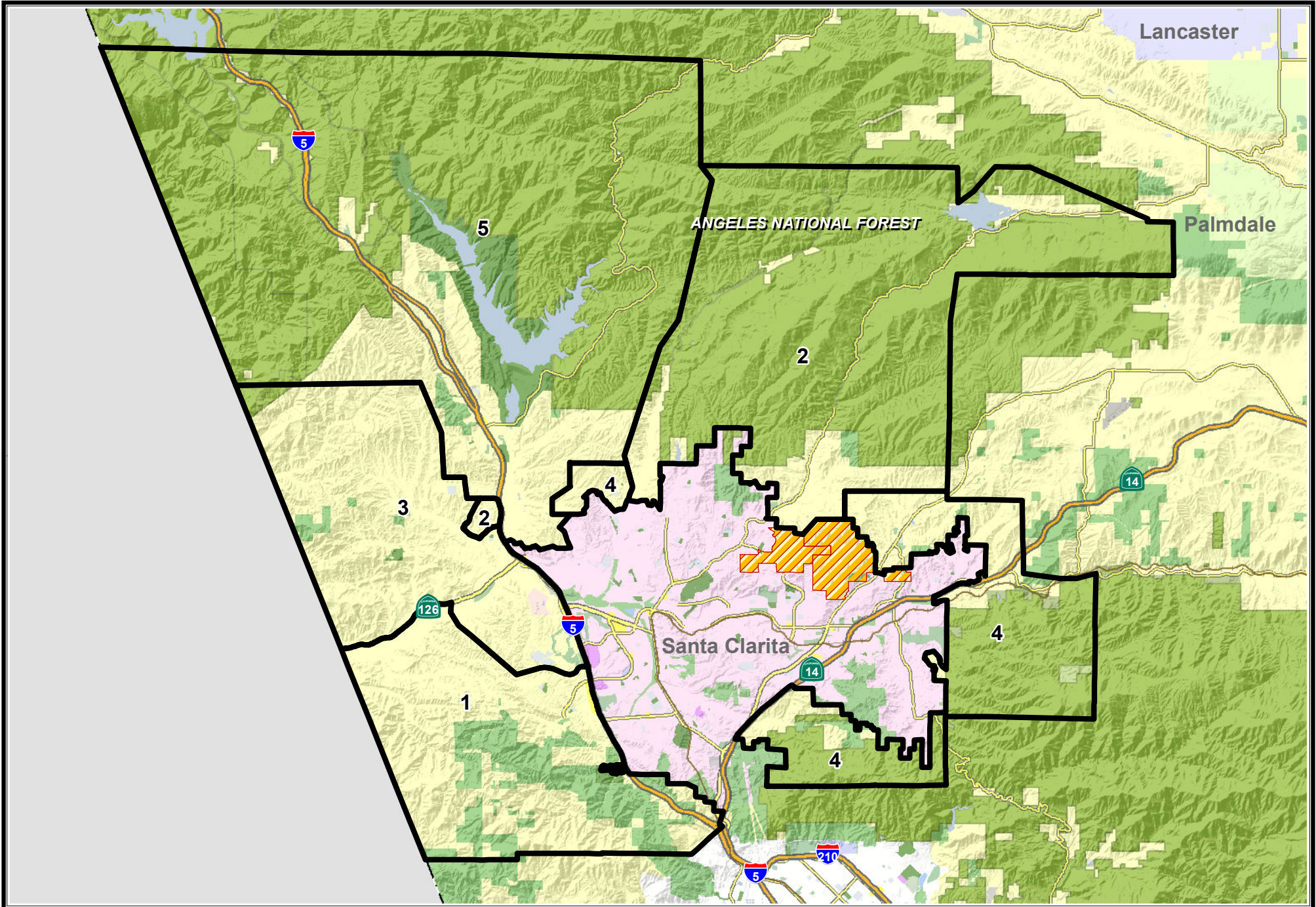
Q:\PROJECTS\CD\170925e3\mxd\annex\_plumcanyon\_skylineranch\_northsandcyn.mxd





# SANTA CLARITA VALLEY FRANCHISE AREAS

-  Proposed City Annexation
-  Franchise Area After Annexation



REF: \\pwgislfile\GIS\_Services\MPM\GIS\projects\epd\GDD\_Franchise\SCV\_Fran\_AfterAnnex.mxd DATE: Sep 20, 2018



**Bid Detail Information**

**Bid Number :** PW-BRCD999

**Bid Title :** Exclusive Franchise Contracts for the Areas of E.Charter Oak/Foothill/Ramona/Spadra, E. Pasadena/E. San Gabriel/E. Arcadia/Royal Oaks, and SCV

**Bid Type :** Service

**Department :** Public Works

**Commodity :** GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE

**Open Date :** 2/1/2018

**Closing Date :** 3/5/2018 9:00 AM

**Bid Amount :** \$ 0.00

**Bid Download :** Not Available

**Bid Description :**

PLEASE TAKE NOTICE that the Department of Public Works (Public Works) requests proposals for the contracts for the Exclusive Franchise Areas of East Charter Oak/Foothill/Ramona/Spadra, East Pasadena/East San Gabriel/East Arcadia/Royal Oaks, and Santa Clarita Valley (2018-FA015). Public Works may award up to a total of three contracts for these areas: one for East Charter Oak/Foothill/Ramona/Spadra, one for East Pasadena/East San Gabriel/East Arcadia/Royal Oaks, and one for Santa Clarita Valley. Each area will be evaluated and awarded separately. These contracts have been designed to have a potential maximum contract term of 11 years, consisting of an initial 7-year term and potential additional two 2-year option renewals. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. David Pang at (626) 458-7167 or [dpang@dpw.lacounty.gov](mailto:dpang@dpw.lacounty.gov) or Ms. Anna Leung at (626) 458-4072 or [aleung@dpw.lacounty.gov](mailto:aleung@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/brcd/servicecontracts>.

Public Works' "Business Opportunities" Website Registration:

All interested proposers for this RFP are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable and LSBE Prompt Payment Program. The following link provides additional information on being a County certified LSBE, DVBE, and SE: <http://dcbalacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum mandatory requirements set forth in the RFP document including, but not limited to:

1. Proposer must have three years of experience collecting and managing refuse, recyclable materials, and green waste from single-family and multifamily residences. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
2. Proposer must possess the required valid Waste Collector Permit naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee issued by the County of Los Angeles Department of Public Health at the time of proposal submission. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
3. Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty. This information must be identified in the proposal and must be included in Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP. A separate proposal guaranty must be submitted for each area that the proposer is submitting a proposal for.

PLEASE NOTE THAT PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREAS PRIOR TO PROPOSAL SUBMISSION.

A Proposers' Conference will be held on Monday, February 12, 2018, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, CA 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose



attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, March 5, 2018, at 9:00 a.m. Please direct your questions to Mr. Pang at (626) 458-7167 or Ms. Leung at (626) 458 4072.

**Contact Name :** David Pang

**Contact Phone# :** (626) 458-7167

**Contact Email :** [dpang@dpw.lacounty.gov](mailto:dpang@dpw.lacounty.gov)

**Last Changed On :** 2/1/2018 2:45:21 PM

[Back to Last Window](#)