

003601

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,
PUBLIC WORKS

AND

UNIVERSAL WASTE SYSTEMS, INC.

FOR

THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF
ALTADENA/KINNELOA MESA (BRC0000228)



Part I

Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

AND

UNIVERSAL WASTE SYSTEMS, INC.

THE EXCLUSIVE FRANCHISE CONTRACT FOR PROVISION OF RESIDENTIAL
SOLID WASTE COLLECTION SERVICES

(BRC0000228)

FOR THE SERVICE AREAS OF

Altadena/Kinneloa Mesa
(formerly two separate areas)

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

October 1, 2022

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ALTADENA/KINNELOA MESA (BRC0000228)**

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This exclusive franchise contract (CONTRACT) is made and entered into on this 21st day of September, 2022, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and Universal Waste Systems, Inc., a Corporation registered in the State of California, located at 9010 Norwalk Blvd., Santa Fe Springs, California 90670 (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 Bills (AB) 341, 939, 1594, 1826, and Senate Bill (SB) 1383, 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 timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must meet CalRecycle's targets related to Organic Waste. 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 2014. 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. Director has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of Los Angeles County under the terms of this CONTRACT for reasons including the following:

- To assist residents 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, SB 1383, and other laws.

This CONTRACT requires the Diversion of Organic Waste Waste from landfills as described in SB 1383. Green Waste is defined in Attachment 5-10A and is organic matter generated from landscaping and gardens. Green Waste will continue to be Collected from the Green Waste Container; however, the Green Waste Container may also be used to Collect Food Waste and other Organic Waste specified in SB 1383. Due to the familiarity of the green colored container being referred to as the Green Waste Container, that description will remain unchanged, even if Food Waste is placed inside.

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. Director has also determined to contract for Collection of the following in this CONTRACT:

- Efficient removal of Abandoned Waste and preventing 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.
- Maintenance of public curbside receptacles.
- Removal of Carts, Dumpsters, and roll-off containers the Director has deemed abandoned.
- Removal of waste from abandoned Homeless Encampments and provide regular Collection from occupied Homeless Encampments.
- Provide emergency services to remove Solid Waste not Collected or prevent it from being illegally dumped in any part of the County of Los Angeles or adjacent counties that in the judgement of the Director creates a danger to public health, safety, or welfare.

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 341, 939 and AB 1826, SB 1383, 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, commonly referred to as flow control. 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.
- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

Franchise Authorization. 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.

Start/Stop Contract Services. COUNTY reserves the right to stop and start any Contract Services with Notice to CONTRACTOR and adjust fees as a result of the change in services.

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 apply 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

Customer Service = Task 1 Services = Basic Service + Additional Customer Services

County Services = Task 2 Services

Contract Services = Customer Service + County Service

Additional Customer Services means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

Basic Service means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D.

Task 1 Services all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container services to Occupants at Residential Premises and Certain Multifamily Premises with 4 or less units.

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2.

A. Requirements/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 Residential Carts

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege together with the obligation to provide Task 1 Customer Services, by making independent arrangements with customer, with respect to solid waste discarded in Carts at Residential Premises 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

The following Collection services are not part of this CONTRACT. While these are not included within this CONTRACT, CONTRACTOR may provide services independent of this CONTRACT, such as to a school district facility within the Service Area.

1. Solid Waste to be Self-Hauled

This CONTRACT excludes the right and privilege that CONTRACTOR 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 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 reprocure 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 from Commercial and Multifamily Premises

This CONTRACT excludes the right and privilege to Collect transport, as well as Disposal/Diversion of Solid Waste from Commercial Premises and Multifamily Premises with five or more units.

6. 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, excluding Manure-only Dumpsters. Persons may arrange with the 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.

C. Exclusions from Exclusivity

While the following Collection services are part of this CONTRACT, CONTRACTOR does not have the exclusive right to perform these services.

1. County Services – Abandoned Waste and Litter Collection Services

This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to provide Task 2 County Service including Collection of Abandoned Waste or emptying public receptacles.

2. Emergency Services

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as 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 provide Solid Waste services within this Service Area.

3. Food Waste

This CONTRACT is not exclusive in regard to 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. Single-Pass Accounts

This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services. For example, it may be more efficient to have another waste hauler already providing a similar service adjacent to the Service Area. See item M of Section 4 for single-pass details.

5. Certain Organic Waste Collection

a. Micro-Haulers

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant provides to Director approved/contracted Micro-Hauler. Director allows certain Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the collection of Manure, Landscaping, Food Waste.

Micro-Haulers are not to provide organic service to an Occupant equal to or more than one 64-gallon container collected weekly. Micro-haulers are not to exceed collection threshold of 3 tons of organic waste per month within the Service Area.

b. Onsite Management

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite composting.

c. Manure

This CONTRACT excludes the exclusive right and privilege to Collect Manure. Manure may be Collected by CONTRACTOR or the County authorized hauler for the area.

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, 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 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 the rights of 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, Food 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 October 1, 2022 for Altadena/Kinneloa Mesa.

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

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

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

- June 30, 2029 in Contracts for Altadena/Kinneloa Mesa, or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.
- At the Director sole discretion, the expiration date may be extended by 3 or 8 years at the time of execution by COUNTY and CONTRACTOR based on the discounts offered by CONTRACTOR in Schedule of Prices, Form PW-2.

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, A4, and A5.

2. Two, 2-Year Extensions

Director may, in his sole discretion, 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. Response to Emergency Extensions

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, of Section 11, Item B, Director may extend the CONTRACT Term by the duration equal to that of the duration of the implementation no stop service, no late fees, and extended payment options set forth in item B6 of Section 11. See that section for more details.

5. 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 extensions.

6. Transition to Next Waste Hauler

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

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

2. Task 2 Services

With respect to Task 2 Services, CONTRACTOR shall provide services 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.

4. 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, and system utilized by Director to track Task 1 and Task 2 Services;
- 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 another 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.

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. Vehicles

1. General

CONTRACTOR shall provide Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organic Waste, Bulky Items, and Abandoned Waste. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material 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 requirement with respect to the Vehicle as set forth in Exhibit 3A3.

2. Automation

CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

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

3. Fuel/Power

Within the first 12 months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, 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.

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing the Service Area.

CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfillment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1.

CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to COUNTY upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10, Reports.

CONTRACTOR may propose an alternative procurement plan, as listed in item Q of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the 0.08 tons of Organic Waste per resident in the Service Area per year, required in SB 1383, Section 18993.1(c). Implementation of such plan is subject to Director approval.

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 excessive noise, or exhibiting other significant issues identified by Director.

6. Vehicle List

CONTRACTOR shall use only 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) or similar system as directed by DIRECTOR, 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 another 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 Collection of Task 1 or Task 2 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 facing forward and a camera facing the Solid

Waste as it falls into the automated Collection Vehicle, unless [Director](#) consents otherwise. Video and location monitoring is required when maintaining Hot Zones, both for the monitoring and Collection. A side-mounted camera is not required for the Collection of Abandoned Waste or Bulky Items or Hot Zone monitoring. Monitoring equipment must be recording once a [Vehicle](#) leaves the yard during days of operation. Providing access to live streaming of video or GPS data to [Director](#) is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

Reports submitted to Director are to include maps of the vehicle's location with times as recorded based on the pinging and the video captured by the cameras, both with time and date stamps.

On a weekly basis, Director may request copies of Reports for one specific location and a second location within a Hot Zone, if applicable to the Service Area. This will typically be for one block of a street or alley. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated. For example, a high number of missed Collections or complaints of Collection after 6 pm would be an indicator for requesting additional Reports.

On a monthly basis, Director may request a copy of Reports for one entire Collection route that a specific Collection Vehicle travels in one day. This will typically be from the time the Vehicle leaves the yard until it returns at the end of the day.

[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 (e.g. between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). [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

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. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection.

[CONTRACTOR](#) shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as approved by [Director](#).

(1) **Forward Facing Footage**

CONTRACTOR's automated Collection Vehicles shall be equipped with a video camera capable of capturing images that are forward facing, or angled slightly to the right, to validate service complaints such as missed Collections and other items that may be of interest to Director.

(2) **Waste Collection Facing Footage**

CONTRACTOR's automated Collection Vehicles shall be equipped with a video camera to validate Occupant compliance with County Disposal practices and applicable laws. Footage is to face forward on a front-loading Vehicle and toward the curb/passenger side for side-loading Vehicles. Video may be of interest to Director for use in conducting route reviews and contamination investigations.

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 90 calendar days or other duration approved by [Director](#).

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.

11. No Longer Used

12. No Comingling of Abandoned Waste and Bulky Items

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary in order to allow CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with very little Abandoned Waste.

SECTION 4 - SERVICE STANDARDS

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

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

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.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

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, in a form satisfactory to Director. 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 form satisfactory to Director. 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 Organic 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 but must Report events to Director:

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 bundle.

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 to 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 a Container and call, 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, Organic 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 Organic Waste in a Manure Container unless Green Waste or Food 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 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, counties, 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. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

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 type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has emptied its Refuse load at the approved facility. 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 17.

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 Occupants may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. CONTRACTOR shall remove Recyclables and Green Waste Containers.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a high diversion materials recovery facility that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

1. Approval

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on unpaved, 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 all Customers affected by the single-pass, and
- Notification to Occupants residing on the Premises being serviced.

2. Vehicles

Depending on the number of Occupants approved to use the service, CONTRACTOR may consider using standard Collection Vehicles to empty the Containers at the Set-Out Site or a vehicle such as a pickup or stake bed truck to bring empty Containers to the Occupants and transport the full Containers to an approved facility for processing.

3. Fee

If approved by Director, CONTRACTOR may charge Customers the additional fee for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall continue to charge the monthly fee for Basic Service but may add the additional fee for each comingled Refuse Container requested by Customer. The fee shall be separated into two components.

- Disposal/Diversion - This is the expense related to process the waste at a more expensive facility. It may be charged to each Customer, per Container
- Transportation - This is the added expense related to sending one special truck from CONTACTOR's yard to the Service Area and then to the MRF. It may be charged as a cost shared equally by all single-pass service Customers.

For example, if one block with 12 homes on a private road was approved to use the service and each Customer requested two Containers. Assuming CONTRACTOR had bid \$10 for Diversion/Disposal and \$250 for transportation, the cost billed to each home would be the Basic Service Fee + (2 x \$10) + (\$250/12) = \$40.83. Similarly, if there were only 2 homes, the cost billed to each home would be the Basic Service Fee + (2 x \$10) + (\$250/2) = \$145.00.

SECTION 5 - ADDITIONAL CONTRACT PROVISIONS

Exhibit 5 contains additional CONTRACT provisions that are incorporates by reference into the CONTRACT. 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 17.

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. Director may also require reasonable access to other languages such as through a translation service.

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, Christmas 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 for Additional Customer Services 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.

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 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 Public Works Road Closure website (<http://pw.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 additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer in-home Food Waste container

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 Customer Services, without surcharges for Additional Customer Services on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

Basic Service means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

County Service Fee means the fees that CONTRACTOR bills COUNTY for providing Collection with respect to County Services.

Customer Service Fee means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

Customer Surcharges means the amounts listed as “Surcharges” on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

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. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

COUNTY may subsidize Green Waste Diversion fees for Customer through a temporary reduction of CONTRACTOR’s Franchise Fee. CONTRACTOR is to consult with Director prior to billing Customers.

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. For example, one Customer should not be charged \$10 for roll-out service while another customer is charged \$8.

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

d. Roll out 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.

e. Additional Bulky Item Collection

f. Excessive Container Exchanges

g. Manure Service

h. Bear Resistant Carts

i. Recyclables Cart with Gravity Lock

j. Monthly Container Cleaning

3. Basic Service Fee Discounts

CONTRACTOR shall subtract the following discounts to the 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 Organic Waste from Refuse and do not use Containers for Recyclables or Organic Waste discard.

c. Homeowner Association

A Homeowner Association (HOA) shall be entitled to the discount if they meet all the following criteria:

- Pays fees on behalf of the residents in the complex/development,
- Enrolls in the Smart eClub, and
- Provides CONTRACTOR a minimum of 75 percent of the resident's current email addresses or cell phone numbers,

A further discount shall be offered if the HOA does not use Green Waste Containers for landscaping but may have Food Waste-only Containers.

CONTRACTOR is required to send all applicable electronic outreach materials to Occupant's cell phones or email address but is not required to mail outreach through the U.S. mail.

Any residents within the same complex that do not have their services paid by the HOA or have additional services not included in the HOA bill are not eligible for the HOA discount.

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, if any.

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, 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 ten 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, 10 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 and Fees

1. County Service Fees and Maximum Contract Sum

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$414,468.20** 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. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

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/Appendix.html>, 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 electronically pay via direct deposit 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 the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

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

a. Abandoned Waste - Weekly Collection

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

CONTRACTOR may request a fee for the tons of waste Collected.

b. Abandoned Waste - Hot Zone Daily Monitoring and Collection

(1) Monitoring All Hot Zone Locations

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$ per month.

(2) Additional Hot Zone Monitoring

After the Execution Date, 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 Additional Hot Zone Monitoring for the additional distance only.

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

b. Abandoned Waste - Hot Zone Daily Monitoring and Collection

(1) Monitoring All Hot Zone Locations

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or

other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$ per month.

(2) **Additional Hot Zone Monitoring**

After the Execution Date, 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 Additional Hot Zone Monitoring for the additional distance only.

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

c. Public Receptacles

(1) **Existing**

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

(2) **Additional**

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

d. No Longer Used

e. Homeless Encampments

(1) **Abandoned Homeless Encampments**

CONTRACTOR may request a fee equal to the Collections made during the cleanup on an abandoned homeless encampment during the month.

(2) **Occupied Homeless Encampments**

CONTRACTOR may request a fee equal to the number of each bag, box, Cart or Dumpster Collection made each week at homeless encampments during the month.

f. Emergency Assistance

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, 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 7-4, Task 2 Emergency Service Fees of Exhibit 7.

g. Litter Collection

(1) **In Alleys**

CONTRACTOR may request a fee equal to the rate per mile of Alleys, Collected during the cleanup of the right-of-way during the month.

(2) **As-Needed**

CONTRACTOR may request a fee equal to the number of bags Collected during the cleanup of the right-of-way during the month.

(3) **Additional**

CONTRACTOR may request a fee equal to the additional number of bags Collected during the cleanup of the right-of-way during the month.

4. Payment Exceeding Maximum Contract Sum

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the 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. No Longer Used

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. Annexations are discussed in more detail in Item A 2 of Section 1.

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, including SB 1383, Article 3, Section 18984.5(c). 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).

1. Methodology

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

2. Frequency

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

C. Facility Results

As required in item 2A of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

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 5 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 16.

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 similar system as directed by DIRECTOR, 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 month, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon occasional 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. CONTRACTOR is to use a similar system as directed by DIRECTOR

Because COUNTY's rate adjustment methodology requires details on the tonnages of Refuse, Recyclables, Organic Waste, and Manure, and the fees per ton associated with the Disposal and Diversion of those materials, that data must be included in the monthly report. If the SWIMS reports do not contain a place for any of that data, it is to be e-mailed separately to whom?

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 Organic Waste

Number of loads and tons of materials in Recyclables or Organic 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 and address 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. This includes weights measure by Vehicle scales.

e. Containers Removed Upon Director Request

(1) Carts or Dumpsters Stored in Right-of-Way

Number and addresses of Containers removed, fees charges, and Containers returned, per item D3e of Exhibit 3A1.

(2) Carts, Dumpsters, or Roll Off Bins Abandoned

Number and addresses of Containers removed, per item C of Exhibit 3A2.

f. Waste Characterizations

Results of any waste characterizations performed, per Section 8.

g. Occupants with Inadequate Service

Addresses, existing service levels, and suspected issue.

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 COUNTY'S Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, in accordance with this Section and Section 12.

2. Quarterly Reports and Annual Report

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

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

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 enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

(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.

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. Task 1 Customer Services - Response to Emergencies

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the policies below with written Notice to whom? regarding Task 1 Customer Services. CONTRACTOR is not required to promote items 1, 2 or 3 to the public.

1. No Stop Service

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. This is not applicable to debt incurred by Customer? prior to the emergency.

2. No Late Fees

CONTRACTOR shall not charge Customer late fees on unpaid bills incurred during the emergency. This is not applicable to debt incurred by Customer prior to the emergency.

3. Extended Payment Option

CONTRACTOR shall allow Customers up to 12 months after an emergency to make monthly payments to debt incurred during the emergency. This is not applicable to debt predating the emergency.

4. Adjustment of Existing Services

COUNTY shall consider implementing changes such as:

- **Non-essential services suspend**

- Annual Cleanup Events delayed
- Compost/Mulch Giveaways delayed
- Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in (not applicable to service areas where call-in is not required)
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required for Customer to remain on hold before speaking to a live customer service representative** may be extended but Public Works must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
 - Biweekly green waste
 - Biweekly recyclables (residents stockpile and compact their containers to fit more)
 - Alternating weeks of recyclables and green waste
 - Comingled trash with recyclables and/or green waste

5. **Contract Extension**

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, COUNTY may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of items 1, 2, and 3.

For example, if a global pandemic is declared a state-wide emergency and Director requests no stoppage of service, no late fees, and an extended payment option, over a period of 12 months, Director may also consider extending the Term of the CONTRACT? by 12 months.

6. **Adjustment of Franchise Fees**

a. Debt Incurred During Emergency

12 months after an emergency, COUNTY will match the debt incurred as a result of Customers not paying their bills during an emergency. CONTRACTOR must submit documentation to the satisfaction of the Director. Invoices for future Franchise Fees will be adjusted by Director. For example, if the CONTRACTOR has \$100,000 of unpaid bills 12 months after an emergency, Director will reduce the Franchise Fee invoice by \$50,000. If CONTRACT will terminate prior to the 12 months, Director will consider an alternate timeline.

At any time after the Director has authorized the debt to be deducted from Franchise Fee and CONTRACTOR is able to recover additional payments from Customers, or former Customers, those recovered funds must be shared equally with COUNTY.

b. Franchise Fee Payment Extension

Director will consider adjusting Franchise Fees during an emergency, extending the deadline to pay an invoice.

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. 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 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 of 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 for quantities exceeding 100 pounds and there shall be 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.
- 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, e-mail, or text messages.

4. Credit Policy for Missed Contract Services

a. Missed Curbside Collection

Since Occupant 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.

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.

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 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 6D2a 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 6D2a 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 Attachment 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 Organic 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 by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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 Security

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 |
|------------------------|---------------------------------|
| Altadena/Kinneloa Mesa | \$609,483.06 |

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;
- + 15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for 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 17 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

D. Outreach

1. COUNTY and CONTRACTOR Letters
2. Non-Collection Notice
3. Customer Terms and Conditions
4. Service Brochure
 - a. *Residential*
 - b. *Multi-Family*
5. Rate Sheet

E. SWIMS

1. Form C
2. Form L
3. Form T
4. Form V Vehicle List

SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

B. Changes in CONTRACTOR Documentation

1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 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 in 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

2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 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 in 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

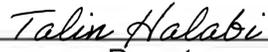
IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By 
for Director of Public Works

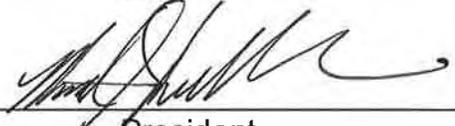
APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

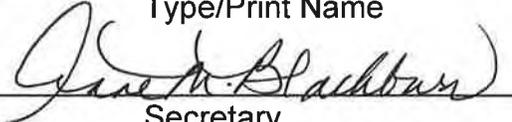
By 
Deputy

Talin Halabi
Type/Print Name

UNIVERSAL WASTE SYSTEMS, INC.

By 
President

mark s. Blackburn
Type/Print Name


Secretary

Anne M. Blackburn
Type/Print Name

ACKNOWLEDGMENT

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

State of California

County of Orange

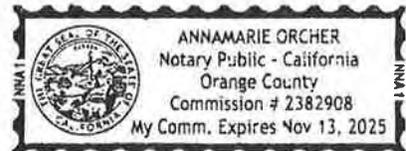
On September 12, 2022 before me Annamarie Orcher, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



ACKNOWLEDGMENT

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

State of California

County of Orange

On September 17, 2022 before me, Annamarie Orcher
(insert name and title of the officer)

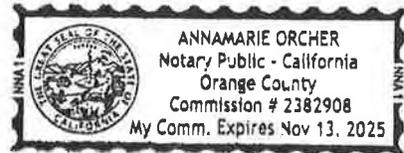
personally appeared Anne M. Blackburn
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by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

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

WITNESS my hand and official seal.

Signature

(Seal)



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EXHIBIT 3A1 – Task 1 Services
Refuse, Recyclables, and Organic Waste Cart Services to
Occupants at Residential Premises and Certain Multifamily Premises

A. No Longer Used

B. Solid Waste Collection Requirements

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

1. Days Authorized to Collect

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

For each Occupant CONTRACTOR shall Collect Recyclables and Organic 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 within 30 minutes of the school's starting time and ending times, 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 in Contractor Documentation in Exhibit 17. CONTRACTOR may be directed to use facilities designated by Director, as provided in item F2 of Exhibit 3A1.

b. *Recyclables Transport and Processing*

(1) Facility Designated in Exhibit 17

CONTRACTOR shall transport all Recyclables that it Collects to the Processing facility that it designates in Contractor Documentation in Exhibit 17, such as a materials recovery facility.

(2) Facility Standards

Director reserves the right to set Processing facility standards, review documentation, and inspect facilities in the future and not allow use of facilities that do not meet Director's standards. This may be similar to what the City of Los Angeles Bureau of Sanitation has done under their Commercial Franchise system.

(3) E-Waste

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. *Organic Waste Transport and Processing*

(1) Facility Designated in Exhibit 17

CONTRACTOR shall transport all Organic Waste (Green Waste and Food Waste) that it Collects from Green Waste Containers and/or Food Waste Containers to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

(2) SB 1383 Compliance

Facilities to which CONTRACTOR transports Organic Waste must be compliant with SB 1383 requirements in Article 2, Section 18983.1(b), except that land application is not allowed under this CONTRACT. Land application will only be allowed with written approval by Director due to a lack of other viable facilities.

CONTRACTOR shall secure adequate, verifiable Organic Waste Diversion capacity to handle all of the Organic Waste that it Collects in accordance with this CONTRACT.

d. *Manure Transport and Processing*

If CONTRACTOR must Collect Manure in the Service Area, CONTRACTOR shall transport it to the Processing Facility that it designates in Contractor Documentation in Exhibit 17.

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 in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

b. *Abandoned Waste*

Abandoned Waste Collected in accordance with Exhibit 3A2

c. *Excess Solid Waste*

Excess Solid Waste Collected in accordance with item H3 of this Exhibit and item B of Exhibit 3A3.

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. *Conversion*

e. Disposal

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

3. Source Separation and Organic Diversion

CONTRACTOR is required to assist COUNTY to comply with all applicable laws, including SB 1383 which requires the State to achieve Organic Waste Disposal reduction targets.

COUNTY intends to have Organic Waste Diverted from landfills at the start of this CONTACT. However, COUNTY reserves the right to either delay implementation, stop, or start Organic Waste Diversion at any time. Therefore, CONTRACTOR is to include amounts for Diversion and Disposal in Form PW-2, Task 1 Schedule of Prices.

COUNTY has determined that compliance with Article 3, Section 18984.1: Three-Container Organic Waste Collection Services of SB 1383 is the best methodology to implement the requirements of SB 1383 and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR may submit an alternate method with a corresponding bid price.

CONTRACTOR is required to do the following:

- Green Waste Container will be for all Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste, unless a separate Food Waste Container is provided.
- Recyclables will include wood, dry lumber, and textiles as part of the Bulky Item Collection but are not to be placed in the Recyclables Cart.
- Occupants will not be permitted to place Organic Waste, including Food Waste, in the Refuse Container and must source separate it in the Green Waste or Food Waste Container.
- Food Waste Containers may be provided to Occupants that generate significant quantities of Food Waste and must have a brown lid.
- Containers at Homeless Encampments will be treated as public receptacles and therefore not considered Unsegregated Single-Container Collection Services as set forth in Section 18984.3 of SB 1383 and therefore their waste is not required to go to a high diversion Organic Waste processing facility.

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 or upon Occupant request one 32-gallon Food Waste Cart with one 64-gallon Green Waste Cart..*

2. Extra or Larger Capacity Containers

If Customer requests an extra Container or larger capacity Container for Refuse, Recyclables or Green Waste/Food 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 Customer's 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 Containers*

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 Container 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 Customer the amount provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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

d. *Cleanliness of Containers*

While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers. This includes the delivery of additional Containers, exchange of Containers, or power washing existing Containers within 60 days of Commencement Date if incumbent is continuing to use Containers from previous contract.

(1) At Contract Start for Used Containers

Starting within 2 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers once per Contract Year.

(2) Annual Cleaning of Green Waste and Food Waste Containers

Starting in the 2nd Contract Year, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Green Waste Containers once per Contract Year. If applicable, Food Waste Containers are to be included in the cleaning. The service is to be promoted in an article in the outreach materials.

(3) Monthly Cleaning by Customer Request

Starting within 6 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers up to monthly, or other frequency determined by Director. CONTRACTOR may pass the cost of the cleaning on to Customers for the surcharge provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. The service is to be promoted in an article in the quarterly newsletter, requiring Customers to contact CONTRACTOR to request the service and agree to pay for it. While this service is intended for Containers with Food Waste, it is to be available for any or all Containers.

e. *Removal of Carts or Dumpsters Stored in the Public Right-of-Way*

The storage of Solid Waste is not allowed within the public right-of-way. Furthermore, Containers left out after Collection may be an eyesore for the community, a threat to public health, and a nuisance to traffic. Therefore, Director may require CONTRACTOR to assist in dealing with these Containers.

(1) Third-Party Containers

At the request of Director, for containers not owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY or Customer:

- Remove any container, including Carts, Dumpsters and roll-off bins that COUNTY deems abandoned, within two Service Days of request.
- Arrange for the Disposal or Diversion of Solid Waste within the container.
- Reuse, Recycle, or resell container.
- Notify Director to confirm removal.

(2) **CONTRACTOR's Containers**

At the request of Director, for Containers owned by CONTRACTOR, CONTRACTOR shall, at no charge to COUNTY:

Warn (only upon direction from Director)

- Tag Containers with a warning Notice that Solid Waste may not be stored in the right-of-way and the further leaving out of the Containers may result in their removal and a fee to return them.

Remove (only upon further direction from Director)

- Take photographs of Containers and make available to Customer and Director, upon request.
- Remove any Cart or Dumpster from the Right-of-Way, within two Service Days.
- On the same day as removal, contact Occupant and Customer by telephone and by text or email to notify them of the removal, the reason for it, and how to have it returned.
- Charge Customer the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Note that this surcharge may be increased by 25 percent for each additional occurrence within the past, rolling 12 months. For example, if the first time the fee was \$20, one month later it would be \$25, three months after that would be \$31.25, but 14 months later it would be back to \$20 (or whatever the current Basic Service Fee is with applicable rate adjustments).
- Charge an additional surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7, if the

Set-Out Site contains Solid Waste that CONTRACTOR places inside Containers upon their return.

Return

- Return Container(s) to Occupant within two service days of Customer's willingness to pay the return fee, such as having it added to the next quarterly bill.

Notify Director

- Notify Director of the status of removals, payment of surcharges, and the return of Containers.

4. Repair and Replacement

a. Identification/Reporting

CONTRACTOR shall repair or replace damaged Carts that it observes are damaged 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 Customer for the actual cost of repair or replacement of Containers when:

- A Container is missing but Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as disposing of hot ashes inside the Container or over-filling the Container so that lifting it damages the Collection Vehicle. 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 when 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 2 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 Customers and Occupants replacements within two Service Days of request. When determining adequacy, CONTRACTOR shall consider the nature of Set-Out Sites. For example, Carts 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 17. 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 17. Director approval is required for labeling and any alternatives to the specifications below. All containers must comply with Article 3, Organic Waste Collection Services, Section 18984.7 of SB 1383.

All Container bodies shall be a uniform color with color coded lids. Lid colors shall distinguish the type of materials that go in each Container such as gray for Refuse, blue for Recyclables, green for Green Waste, and brown for Food Waste. If a Manure Container is to be used, Director approval of the proposed color is required.

As an alternative when Containers are being reused, with approval from Director, the Refuse Container body may be gray, the Recyclables Container body may be blue, and the Green Waste Container body may be green, or other Director approved color.

a. *Carts*

(1) 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.

(2) Labeling of Body

Containers shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Containers are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Containers, there must be a reflective sticker or paint somewhere on the Container.

(3) 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.

(4) **Recycled Content**

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

(5) **Cart Reuse**

While Carts provided to Occupants are not required to be new, they must be in reasonably good condition, including cleanliness, as required in Item D(3) of this exhibit. Director may require Refuse Carts to be washed prior to reuse.

(6) **Weight Limits**

(a) **Refuse and Recyclables**

CONTRACTOR shall specify the weight limits of these Containers based on manufacturer's specifications, typically between 300 and 330 pounds.

(b) **Green Waste and Food Waste**

CONTRACTOR is to specify the weight limits of these Containers as 150 pounds. Occupants are to be limited to placing approximately two-thirds of a 96-gallon Green Waste Container with Food Waste. Customers can be required to request additional Food Waste Carts if their Green Waste Carts regularly exceed this limitation.

The purpose of this limitation is to restrict the abuse of Containers for Organic Waste Diversion. For example, a business may try to completely fill the two included 96-gallon Green Waste Carts with Food Waste, but this would not be allowed.

b. Dumpsters

The following conditions apply when 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 the 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 Manure 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. Cart with Gravity Lock

Upon Customer request, CONTRACTOR shall sell to Customer, with no financial gain to CONTRACTOR, Carts with gravity locks to prevent scavenging or small animal intrusion, at the price listed on Attachment 7-2, Task 1 Service Fees of Exhibit 7. After 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 Carts purchased by Customer. If CONTRACTOR cannot provide 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 Carts with gravity locks within seven days of request under subsection 3, but CONTRACTOR must deliver those Carts within 21 days of request.

15. Occupants with Inadequate Service

CONTRACTOR shall inform Director of any Occupants that has an inadequate level of service. This includes confirmed issues such as frequently overloaded Containers and missing Containers (no Recyclables or Green Cart) and suspected issues such as only one 64-gallon Recyclables Cart at a large office building.

CONTRACTOR shall Report this information quarterly, as required in item A2 of Section 10.

E. No Longer Used (Vehicles Moved to item C of Section 3)

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

1. 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 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. 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. Failure to receive approval from Director will result in rate adjustments being calculated based on the

less expensive of the existing and previous facility. Director will review information such as fees, distance, Recycling rates, ability to Recycle Recyclables.

If CONTRACTOR requests to take Solid Waste to a facility that charges more, Director may approve such requests without authorizing the CONTRACTOR to pass the increased cost to the Customer. At the Director's discretion, some or all the increased costs may be passed to the Customer under special circumstances such as changing Green Waste Diversion from a landfill that was using it as Alternate Daily Cover to a more expensive composting facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this.

2. Flow Control

Director reserves the right to direct Solid Waste to a specific site or facility. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility selected by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as put or pay) but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to specific to this CONTRACT. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this CONTRACT to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

3. Land Application of Organic Waste

Land application of Organic Waste will not be allowed without the written approval of Director.

G. Recyclables

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 Recyclables 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, Organic Waste, and Refuse

Unless CONTRACTOR is obligated under this CONTRACT or approved by Director to conduct a single-pass service for certain Occupants per item M of Section 4 (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 Organic Waste Collected, except for:**

- (1) Incidental amounts of Recyclables or Organic Waste that an Occupant commingles with discarded Refuse;
- (2) Contaminated Recyclables or Organic 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 use facilities that have 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. Where the cost of Diversion of a material exceeds the cost of Disposal, CONTRACTOR may seek permission from Director to Dispose of the material.

5. No Longer Used

6. Changes in Materials

Materials may be added or deleted from the definition upon Notice to CONTRACTOR and upon Reasonable mutual agreement of Director and 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 L4b of this Exhibit.

CONTRACTOR may request an adjustment to the Service Fee under item F of Exhibit 7, Change in Contract Services, including submission of documentation supporting the adjustment, to the Director. COUNTY 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.

7. Waste Characterizations

On a quarterly basis as required in item A2a of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables, whether done by CONTRACTOR or the Materials Recovery Facility.

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. Christmas 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 Christmas trees stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the three-week period are to be Collected as Green Waste and therefore limited to 4-feet in length. All materials Collected shall be Diverted to the maximum extent feasible.

2. Annual Curbside Cleanup Event

Once each Calendar Year, CONTRACTOR shall Collect unlimited quantities of 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. See item C of Exhibit 3A3 for months or dates of previous year's events. 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.

One week prior to the day of each event, CONTRACTOR shall provide Director with information regarding the event such as:

- Route maps with starting and ending points,
- Vehicles,
- Number of workers,
- Primary contact Person, and
- Other information requested by Director.

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 is to 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 return to each street one time to ensure that all discarded materials placed at Set-Out Site were Collected. CONTRACTOR is not required to use a Collection Vehicle for the second pass. For example, CONTRACTOR's route supervisor may check the Set-Out Sites. If any discarded material is found, 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.

CONTRACTOR is to submit a report on the results of the cleanup event. This may include the following or similar as determined by Director:

- Event tonnages,
- Location of participants,
- Email confirmation of event completion, and
- Use of Director's Trash Monitoring Program (TMP) smartphone application or other similar system, as determined by Director.

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 Solid 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 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 must provide recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area, unless otherwise approved by Director.

See item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. All materials shall be tested and certified per requirements of the Local Enforcement Agency. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste.

(<https://www.cdffa.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.

8. Director's Fund

Each Contract Year, CONTRACTOR shall create and maintain a fund for use upon Director's request for as-needed tasks similar in nature or related to Contract Services (Task 1 and Task 2 Services). The amount of this fund shall be calculated based on the number of parcels at the rate of \$0.09 per parcel per month per year and shall be available for use at the Director's request after the Commencement Date. Parcel counts are based on the number of parcels on the Commencement Date and adjusted annually thereafter. Unused funds shall rollover to the next Contract Year. For example, 5,000 parcels would generate a fund of $\$0.09 \times 5,000 \times 12 = \$5,400$ every year.

Examples of use of this fund are as follows:

- Power washing of street, alley, or sidewalk
- Washing Containers
- Printing brochures or flyers
- Mailings to Service Area
- Ordering of promotional items (reusable bags, pencils, magnets, etc.)
- Rollout service, including Collection of a Bulky Item from near the front door of a Residential Premises instead of from the Set-Out Site

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, 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 left 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 Extended Full Service charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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 Driveways*

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

c. Steep Driveways

Conditions of the property such as the surface of the driveway is very steep (25 percent grade, 2.5 feet rise over 10 feet), prevents one Person from easily or safely rolling the Cart or requires two people from safely carry a Bulky Item.

3. Minimum Service (Up to Ten feet) Carts

This service is like item 1, Full Service in this Section but for areas with Set-Out Site limitations and a distance up to approximately ten feet between the Set-Out Site and the location Occupant places the Containers. It does not include opening a gate or other barrier. See Exhibit 3A3 for possible additional details. This service is used only upon Director approval.

Director may require this service in circumstances where it is unsafe to place the Containers in the road for extended periods due to bicycle paths, dense parking, narrow streets, animals, or other reasons.

J. Method of Payment for Task 1 Services

CONTRACTOR shall bill Customers directly for Task 1 Services in accordance with items A and B of 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 17, 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.

While in general, CONTRACTOR should match the service levels provided to Occupants under the previous contract, every Occupant must have a minimum of one 32-gallon Recyclables Cart and one 32-gallon Green Waste Cart.

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. 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

Upon Director's sole discretion, the format of the meeting shall be either in-person and/or over the Internet using a Director-approved software application. All meetings shall be at no cost to attendees or COUNTY. CONTRACTOR is to provide simple refreshments for in-person meetings. Drinking water is sufficient to meet this requirement. CONTRACTOR shall use Reasonable Business Efforts to make meetings zero-waste events including refreshments that do not contain single-use packaging and recyclables and/or food waste containers if the facility does not provide such containers. CONTRACTOR may need a supply of reusable drinking cups or drinking glasses for either use by attendees or gifts to attendees.

a. Prior to Start of Contract

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings in English and upon Director request, in Spanish, 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 between two and 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 between two and three 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 \$1,000 worth of miscellaneous promotional items such as miniature recyclables carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a specific 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.

c. Annual

Once per Contract Year, CONTRACTOR shall hold a minimum of two and up to four community meetings in English and upon Director request, in Spanish, to hear how satisfied Customers and Occupants are with the service and clarify or promote Task 1 Services to Customers and Occupants in the Service Area:

- Up to two on weekday evenings;
- Up to two on separate Saturdays; and
- Director may reduce number or change the date or 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 between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit.

d. *Instructional*

Upon Director request, CONTRACTOR shall hold up to ten community meetings in English and upon Director request, in Spanish, to explain Contract Services to Customers and Occupants in the Service Area. Examples of topics include Organic Waste Diversion and Proper Recycling.

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 first-class mail Bilingual 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 first-class mail a Bilingual 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 such as postcards and 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.

In summary, outreach to all Occupants will be as follows:

- Monthly postcards
- Twice per year special announcement flyers
- Five times during Term, magnets or similar

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, advance 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.

Such educational materials include:

(1) **Articles**

Each month, CONTRACTOR shall develop a Bilingual article with color graphics containing information that encourages Recycling and to educate Customers and Occupants of Contract Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Christmas Tree Collection instructions
- Organic Waste 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
- Containers left in street or alley
- 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, Bilingual outreach Notices to Customers and Occupants on various events, upon receiving approval from Director. Announcements include:

- 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 Notice*
- Sharps pickup
- Container removal Notice
- Organic Waste/Food Waste Diversion**
- Other Notices upon the request of Director

* These are limited to text, e-mail, or notices left on Containers and are not applicable to direct mailings.

** Prior to January 1, 2022, two additional direct mailings are required related to Organic Waste.

(a) Flyers - Text/Email or Direct Mail

CONTRACTOR shall send to each Occupant and Customer up to twice per Contract Year.

(b) Magnets

Within 3 months of Commencement Date and up to 4 additional times during CONTRACT Term, CONTRACTOR shall send “refrigerator” magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

(3) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers and Occupants:

(a) Direct Mail (Monthly Postcards)

CONTRACTOR shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. CONTRACTOR shall make postcards on 8.5-inch by 11-inches sized cardstock paper. Director may provide sample postcards.

While Director intends to use postcards, Director reserves the right to change to quarterly newsletters. If requested by Director, 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-inches 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 postcards for Customers and Occupants who request them. For example, in late December send a text worded, "Have a Christmas Tree to get rid of? [Click here.](#)", with a link to an article about Christmas 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.

(c) Notices on Containers

CONTRACTOR shall attach notices on Containers related to billing reminders (prior to Container removal), contamination, improper storage, and non-collection.

(4) **Delivery of Written Materials to Customers and Occupants**

CONTRACTOR shall deliver general materials (such as Notices and newsletters) to Customers and Occupants by any or all the following means approved by Director:

- U.S. Postal Service, first-class unless otherwise approved by Director;
- 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 Contract Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram, and NextDoor.

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. Additionally, CONTRACTOR shall develop materials in additional languages, include a notice in the applicable language where the information is available, and make the information available online as required in Section 18985.1(e) of SB 1383.

M. CONTRACTOR Commitments Made in Proposal

CONTRACTOR shall fully and timely satisfy any additional Performance Obligations set forth in item B18 of Exhibit 17 from its proposal to Director for procurement of this CONTRACT.

N. No Longer Used

O. Difficult to Service

If CONTRACTOR is unable to Collect Refuse, Recyclables, Green Waste, and/or Food 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. Areas that are difficult to service 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 Director-approved 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 may 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. Food Waste

1. Food Waste Collection

This CONTRACT does not allow the Collection of Food Waste and other Organic Waste as part of the Refuse, without Director approval. This topic is further discussed under Diversion in item C3 of this Exhibit.

2. Food Waste Container

To encourage Occupant's participation in diverting Organic Waste from Landfills, CONTRACTOR is to provide an in-home container that is attractive enough to place on a kitchen counter and small enough to place in a dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag.

To further encourage the reduction of waste generation through the participation in the Smart e-Club, CONTRACTOR is to promote and offer a second, upgraded stainless steel container, upon the request of the

Occupant that is enrolled in the Smart e-Club. Promotion means to include in newsletter articles

a. Each Occupant

At the start of the Contract or later if Director requests, CONTRACTOR shall provide each existing Occupants and each new Customer a container intended for Food Waste in the home, prior to the start of their service. The container shall be similar in design to ones available at sure-close.com (Director does not endorse this brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume,
- 10-12 inches wide, for scraping plates into;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

b. Smart e-Club Members

Within 90 days of the start of Contract Services and within 30 days of request from Smart e-Club members and at no charge for the first one, CONTRACTOR shall provide containers that meet the following criteria:

- Dishwasher Safe;
- Lid, removable and prevents odors;
- Handle;
- Approximately 2 gallons in volume;
- 10-12 inches wide (if available), for scraping plates into;
- Any logo or other graphics must be approved by Director;
- Stainless Steel; and
- Additional available for purchase by Customers that includes reasonable markup and delivery or shipping.

c. 32-Gallon Cart

Occupants that do not store their Green Waste Containers near their homes may want a 32-gallon Cart to keep nearby but roll it to the curb on service day. As part of the standard Containers in item D1 of Exhibit 3A1, CONTRACTOR shall make available a second Green Waste Container while reducing their 96-gallon Cart to 64-gallons.

Alternatively, a Food Waste Container may be offered with Director approval. This Container could be serviced by either a Green Waste Vehicle or a dedicated Food Waste Vehicle.

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. Items at the Set-Out Site shall be considered Bulky Items. CONTRACTOR shall do all the following as further provided under this subsection, unless Director otherwise requires:

a. *Monitor*

CONTRACTOR shall monitor the Service Area weekly for Abandoned Waste along established routes 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.

CONTRACTOR is not required to monitor the Public Right-of-Way where its Collection Vehicles do not normally travel. Any roads with Occupants as well as any roads within the Service Area that CONTRACTOR must travel to reach the Occupants, all alleys, and any Hot Zones, must be monitored. This does not exclude the requirement to Collect Abandoned Waste reported to CONTRACTOR within the Public Right-of-Way but not along a route.

For example, there may be a segment of road within the Service Area that CONTRACTOR does not ordinarily travel while providing Contract Services. CONTRACTOR is not required to look for Abandoned Waste on that road segment. An exception is if a Collection Vehicle is driving to Collect Abandoned Waste reported to CONTRACTOR. That one-time route must be monitored for Abandoned Waste during that trip.

b. *Document*

If Director requests to remove Abandoned Waste at a location but CONTRACTOR is unable to find the item(s), photos must be taken of the area and entered into the TMP.

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste. If CONTRACTOR uses same Vehicle for Collection of Abandoned Waste and Bulky Items, the two must be distinguished in the Reporting.

Within 3 months of the start of CONTRACT services, CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and before and after photographs of Collected Abandoned Waste.

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, not including the day of the request;
- By the end of the next full 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 5 locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under item 5 of Subsection A.

d. Clean

CONTRACTOR shall use a broom or otherwise clean and Collect all loose litter and debris within 3 feet of an item of Abandoned Waste.

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 or heavy to Collect by two workers 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.

Contractor shall Collect, remove, transport, Dispose or Divert, and manage, in unlimited amounts, all discards including, but not limited to, items such as furniture, rugs, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, covered electronic devices and other consumer electronic devices, car parts, tires, recreational equipment, lumber, plaster, dirt, rocks, bricks, concrete, asphalt, tree stumps, roadside debris, refuse, green waste, and combustible/noncombustible rubbish found in the alleys, regardless of whether it was accidentally and/or illegally discarded or occurred there by natural and other causes.

Contractor shall also pick-up, clean, and collect from all alleys within the Service Area, all loose litter and debris, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The Contractor shall carry on each truck, hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

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 Monitoring and Clean up in Hot Zones

Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste. 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 6 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.
- Upon Notice to CONTRACTOR, Director may amend item A2 and C1 of Exhibit 16, for reasons including, but not limited to, increasing the existing route length. Amendments are subject to CONTRACTOR's agreement on adjustment of CONTRACTOR's compensation, except for the rate per foot which will not be adjusted.

6. Payment

If CONTRACTOR responds to a request for removal of Abandoned Waste and the CONTRACTOR does not find Abandoned Waste at the location, CONTRACTOR may charge a fee indicated on Attachment 7-3 – Task 2 Service Fees only when it exceeds 5 incidents per month.

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 of waste, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item A6 of Exhibit 16 contains a map of the locations.

1. Collection

CONTRACTOR shall Collect discards from public curbside, typically 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 A6 of Exhibit 16 and may be subject to change by Notice from Director.

Public receptacle design varies and may include a steel outer housing with a plastic liner inside, concrete outer housing with plastic liner inside, steel outer housing with 96-gallon Cart inside, or solar compacting housing with plastic liner. For receptacles with liners, Collection must include 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. A plastic bag must not be used for 96-gallon Carts acting as liners.

2. Maintenance

a. Cleanliness

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 there are no odors detectable from outside the receptacle 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.

b. Liners

The public curbside receptacle outer housings are furnished by COUNTY but interior liners are the responsibility of CONTRACTOR. If any plastic liner is missing or damaged beyond repair, such liner shall be replaced at CONTRACTOR's expense. Once a liner is placed inside a public receptacle, CONTRACTOR automatically transfers ownership to COUNTY.

COUNTY is considering a new receptacle design that utilizes plastic, 96-gallon wheeled Carts, in-lieu of dedicated plastic liner. For any receptacle that using that design, CONTRACTOR must provide and maintain a Cart similar to those used for Refuse.

c. Graffiti

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.

d. *Damaged Receptacle*

CONTRACTOR shall notify Director of damaged or missing public receptacles.

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 Service Area 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.

c. *Alternate Collection Frequency*

While the default schedule requires Collection twice per day, Monday through Saturday, for a total of 12 times per week, this may be excessive for locations that receive infrequent use. To decrease Greenhouse Gas emissions during Collection, CONTRACTOR shall monitor locations that are often empty or nearly empty and report those to Director. Director may instruct CONTRACTOR to Collect certain receptacles less frequently.

4. Other

a. *Adjustments to Quantity and Location*

In the event the quantities, and locations of the public curbside receptacles or if recyclables receptacles are added 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.

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.

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.

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. Alternatively, Director may develop cloud-based smartphone software to verify Collection.

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 CONTRACTOR's 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 item B of Section 3.

C. No Longer Used (moved to item D of Exhibit 3A1)

D. No Longer Used (Vehicles moved to item C of Section 3)

E. Homeless Encampments

CONTRACTOR acknowledges:

- Homeless Encampments are temporary and homeless individuals are transient,
- 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.
- Providing regular trash service to People Experiencing Homelessness (PEH) is a new service and therefore difficult to predict the exact level of services needed and problems that may be encountered.

CONTRACTOR shall not enter a Homeless Encampment or remove anything from a Homeless Encampment except upon Director request. CONTRACTOR shall not intentionally remove any Unpermitted Waste, including biological or hazardous waste. CONTRACTOR shall include a rate in Attachment 7-3, Task 2 Service Fees of Exhibit 7 fees.

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 the camp location 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 COUNTY 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.

CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

2. Occupied Homeless Encampments

Upon Director request, CONTRACTOR shall assist in preventing Abandoned Waste in the Public Right-of-Way near occupied Homeless Encampments. This is to be accomplished using 32 or 96-gallon Carts, 3-cubic yard Dumpsters, 35-gallon bags, cardboard event boxes, scout trucks, or whatever equipment is necessary. The use of Dumpsters is the preferred method, but Carts, bags, and boxes provide more options for unique situations. The use of 32-gallon Carts may work better for providing service to Recreation Vehicles where the smaller Cart is to be stored inside the RV and set outside on Collection day. Where Carts are provided to PEH for their long-term use, CONTRACTOR may require a deposit from the user that is equal to the value of the Container.

Local homeless service providers may be able to assist in distribution of flyers and bags. If bags are used for the purpose of Collecting loose litter not placed in Containers, they shall be:

- Translucent color to prevent bag from being turned inside-out to hide printing, or a solid color if printing is also on the inside.
- Preprinted with multiple, large font "TRASH" and "BASURA" plus the mirror image (if the bag is turned inside-out)
- Preprint Bilingual Disposal procedures on the bag
- Approximately 35-gallon capacity with drawstrings or a tie
- At least 3 millimeters in thickness to deter puncture by needles

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 or bags. As another example, if bags are frequently blown away or used by homeless individuals for storage, CONTRACTOR may request providing Carts or Dumpsters.

a. Quantity

The number of Containers needed of each location is not specified and unique to each area.

b. Transportation/Delivery

CONTRACTOR shall place Containers (including Carts and Dumpsters), bags, and/or cardboard boxes, in a safe and accessible location. CONTRACTOR shall provide notice of the proposed locations to Director for approval prior to implementing service. At any time, Director reserves the right to change the proposed locations or require CONTRACTOR to place them at a particular location.

There are two options for Containers, those left at the location overnight and those placed during business hours. Director will indicate which is needed. For those not left overnight, CONTRACTOR shall either deliver the Containers between 6 and 7 a.m. and removing them later that day between 3 and 4 p.m., or other times as approved by Director or if Director obtains a permit, Containers may be left in-place.

Following consultation with and approval of Director, each week or whatever interval determined necessary by Director, CONTRACTOR shall transport Containers (including Carts and Dumpsters), bags and cardboard boxes, to an encampment.

The Set-Out Site is difficult to determine in advance and will need to be determined case-by-case as set forth in item E.1.a. of this section. For bags, it may be necessary to Collect from outside each individual shelter or from a central pile. Property owners may not want a pile near their property and a pile may attract other Abandoned Waste.

It is anticipated that Dumpster transportation will be with a stake bed truck with a hydraulic lift gate with the capacity of five Dumpsters. Therefore, there would be one delivery charge for up to five dumpsters in an area (within 15 minutes of each other). Significantly more Carts will fit during transport but the same concept as with Dumpsters applies, one delivery charge for all Carts in an area (within 15 minutes of each other). CONTRACTOR may charge a fee for delivery that includes removal, equal to that indicated on Attachment 7-3 – Task 2 Service Fees. Director may authorize the use of a smaller vehicle for transportation.

c. Dumpster Placement

Dumpster placement shall comply with section 16.19.090 of the County Code. Dumpsters shall not be placed on or project onto any road in such a manner as to constitute a hazard to pedestrians or vehicular traffic. Dumpsters shall not be placed on or project onto any road:

- Within 15 feet of any crosswalk;

- Within 15 feet of any street corner, fire hydrant or disabled access ramp;
- On any portion of any sidewalk that does not allow for 3 feet of clearance for pedestrians;
- On roads with grades in excess of six percent;
- Where clear space for the safe passage of pedestrians within the highway is reduced to less than three feet in width;
- Where the road is reduced to less than 15 feet in width;
- Where a motorist's ability to see traffic control devices such as stop signs, traffic lights, etc., is impaired;
- Where the Dumpster will block or unreasonably interfere with access to neighboring property;
- Where parking is prohibited along the road;
- Where the sight distance of the Dumpster would be less than:
 - 150 feet on roads posted with speed limits of 25 miles per hour or less,
 - 345 feet on roads posted with speed limits greater than 25 miles per hour and up to 40 miles per hour,
 - 680 feet on roads posted with speed limits greater than 40 miles per hour.

d. Collection

CONTRACTOR shall anticipate that prior to offering regular Refuse Collection services to an encampment and during the service, there will be piles of Solid Waste, either Bulky Items or bagged or loose litter, that will need to be removed. This is an as-needed, upon Director's request service at each encampment. CONTRACTOR shall use all necessary equipment including brooms rakes, shovels, bags, Carts or Dumpsters to Collect, transport, and Dispose of Refuse. Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that no one is sheltered inside the Container. CONTRACTOR shall Collect any loose litter within 3 feet of Containers, bags, and boxes.

(1) Contaminated Containers

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that the Container is not contaminated with Sharps, hazardous waste, Universal Waste, or biological waste. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

(2) Overflowing Containers

Additional Collections may be required upon Director's request to prevent waste from overflowing the Containers. However, when overflowing Containers are encountered, CONTRACTOR may charge a surcharge as verified with a photograph. CONTRACTOR may charge a fee for overflow equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

e. Diversions/Disposal

CONTRACTOR shall Divert or Dispose of all Solid Waste that it Collects. Any contaminated loads that cannot be Disposed without further processing may be charged at the higher rate indicated in Attachment 7-3 Task 2 Service Fees.

f. Documentation

To maximize efficient Collections, CONTRACTOR is to inform Director of the number of bags and the fullness of Containers in an area and include the data in the monthly County Services invoices. Within 3 months of the start of CONTRACT services, CONTRACTOR shall use the Director's Recreational Vehicle Program (RVP) smartphone application, or other system as determined by Director, to record information such as the location, approximate volume, and photographs.

g. Additional Cart or Dumpster Services

COUNTY is designating additional funds on Attachment 7-3 – Task 2 Service Fees related to service being provided under this CONTRACT, such as additional areas, more contaminated Containers, or higher frequency of Collections.

F. Emergency Assistance (Contract Services)

CONTRACTOR shall provide MSW Management Services requested by Director in the following circumstances:

- Solid Waste that is not collected in any part of Southern California including incorporated cities and/or unincorporated areas within the County of Los Angeles or adjacent counties, and
- In the judgment of Director, the uncollected solid waste creates a danger to public health, safety, or welfare.

Reasons for non-collection may include earthquake, fire, mudslide, storm, riot, or civil disturbance, and terminated hauler contracts. Examples of MSW Management Services to be provided by CONTRACTOR include:

- Providing Vehicles and staff to cleanup, Collect, transport, and Dispose/Divert any Solid Waste.
- Assisting in the transport and Disposal/Diversion of natural debris, such as rubble, mud, and fallen trees, from the Public Right-of-Way.
- Holding a drop-off event or providing Dumpsters/roll-offs for the public to bring their Solid Waste when their hauler is not providing service or additional services when needed.

CONTRACTOR acknowledges that when providing emergency services, 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 not greater than the following, as negotiated between Director and CONTRACTOR:

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 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.

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 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.

5. Waste in Right-of-Way Collection Services

Fees with respect to waste discarded in the Public Right-of-Way. Examples include:

- Collection of Abandoned Waste
- Collection from public receptacles
- Collection from Homeless Encampments
- Collection of human waste including from Recreational Vehicles, buckets, or portable public toilets

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 location specified by Director, including a materials recovery facility, landfill, sediment placement site, or a debris placement sight.

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.

CONTRACTOR shall follow the practices identified in Section 7 for billing. However, when providing services to other jurisdictions/agencies, it may be possible to arrange billing and payment directly between CONTRACTOR and the other jurisdiction/agency. Director will determine the billing procedure prior to CONTRACTOR providing service.

All terms and conditions of this CONTRACT remain in effect while performing any work under this subsection, even when it is on behalf of another jurisdiction/agency.

G. Litter Collection

Director has determined the need to efficiently remove litter and prevent it 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. This service is not a Sweep of the entire Service Area but rather an as-needed service. CONTRACTOR shall provide all necessary equipment and temporary Containers including brooms rakes, shovels, bags, or Dumpsters to Collect, transport, and Dispose of litter in the following circumstances:

- As requested by Director
- Upon observation by CONTRACTOR, when requested by Director to provide this service

Examples include a pile of Refuse on the sidewalk or an undeveloped portion of land within the Public Right-of-Way. CONTRACTOR shall Collect litter within 48 hours of request by Director and submit before and after photos to Director along with the monthly invoices for County Services. CONTRACTOR may also Collect large piles of Refuse it observes and submit before and after photos.

Litter Collection under this section does not include litter already required to be Collected near Bulky Items, alleys, public curbside receptacles, or Homeless Encampment Containers.

CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

H. Method of Payment for Task 2 Services

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C of Section 6.

EXHIBIT 3A3 – Additional Services

If this Exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this Exhibit governs as provided under Part 10 B7. This Exhibit contains additional requirements for Task 1 services to the Occupants.

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 including 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 and CONTRACTOR. For items set out without notice, CONTRACTOR shall not immediately Collect 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, and
- The following week Collect regardless of Notice by Customer or Occupant.

CONTRACTOR shall Collect up to four 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, **unlimited quantities** of Bulky Items per pickup.

2. **Excess Refuse**

CONTRACTOR shall Collect Refuse in bags, up to **five bags** per pickup.

In areas prone to wildlife intrusion into urban areas, upon Customer request, CONTRACTOR shall make available the temporary use of Bear-Resistant Carts or Carts with Gravity Locks for the fee listed on the Form PW-2, Task 1 Service Fees of Exhibit 7. The Carts are to be delivered to Customer within 72 hours of request and removed within 24 hours of the Service Day.

3. Excess Green (Landscaping) Waste

CONTRACTOR shall Collect landscaping waste in bags or bound bundles less than four feet in length, up to **ten bags/bundles** per pickup. This service is not for excess Food Waste.

4. Special Recyclable/Reusable Items

In accordance with SB 1383, CONTRACTOR shall Collect the following:

a. *Textiles*

- Clothing - **Unlimited quantities** of bagged/bundles reusable clothes.
- Other Textiles - Up to **five bags/bundles** not exceeding 70 pounds of textiles other than reusable clothes.

b. *Wood and Dry Lumber*

Up to **two bags/bundles** of wood and dry lumber bound or in containers, not longer than four feet in length or more than 70 pounds in weight and does not contain nails.

c. *E-waste*

Up to **ten items** of electronic waste that is powered by a plug or battery such as computer, telephones, and televisions.

5. Move-in/Move-Out

CONTRACTOR shall offer an additional Bulky Item Collection to Collect **unlimited quantities** of Bulky Items, bagged excess Refuse, Special Recyclable/Reusable Items within 14 days of an account being opened or closed within the Service Area.

6. 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) for a Collection of Bulky Items in excess of those included B3 of this Exhibit, upon 24-hours' Notice, at charges for additional calls listed on Form PW-2, Task 1 Service Fees of Exhibit 7 and charge for items listed in Contractor Documentation in Exhibit 17.

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

CONTRACTOR shall conduct the Annual Curbside Cleanup Event in the same month designated by Director, for each Calendar Year, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director.

D. Manure Service (Item D13 of Exhibit 3A1)

1. Scope of Services and Specifications

Upon Customer request, CONTRACTOR shall arrange to provide separate, automated Collection, transportation, and Diversion of Manure, on the Service Day or days agreed with Customer, at least weekly, from either the Set-Out Site or by scout service.

CONTRACTOR shall provide upon Customer request any of the following Containers for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7:

- One or more 64-gallon Carts (or other capacity Cart approved by Director) exclusively for Manure, or
- One or more two-cubic yard Dumpsters exclusively for Manure
- Green Waste mixed with Manure requires Direct approval.

CONTRACTOR shall offer Manure Dumpster scout services when the larger Collection Vehicle cannot Collect the Container at the Set-Out Site, for an additional charge

If CONTRACTOR observes Manure discarded in an Occupant's Refuse or Green Waste Cart, CONTRACTOR shall provide Notice explaining that Customer is responsible for any Cart damage due to discarded Manure. CONTRACTOR may charge Customer the cost to repair or replace such a Cart damaged by Manure.

While providing service, CONTRACTOR shall minimize the noise when near horses. The Collection vehicle shall not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way or compact the load within 100 feet of a horse on private property.

To minimize traffic, emissions, and truck trips, CONTRACTOR shall use the same vehicle to service Manure Carts and Dumpsters, unless otherwise approved by Director. The front/rear loading trucks must be capable of servicing both Carts and Dumpsters. CONTRACTOR shall not use a side loader Vehicle for Carts and a front or rear loader for Dumpsters unless there are sufficient accounts to fill each vehicle. For instance, if three Vehicles were required to service an area, two front loaders and one side loader could be used.

2. CONTRACTOR—Designated Facility

CONTRACTOR shall transport Manure from Manure Container only to the facility or facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Solid Waste Facilities.

E. Bear-Resistant Carts (Item D12 of Exhibit 3A1)

CONTRACTOR shall provide each Occupant within the designated bear zone, bear-resistant Carts at no additional charge. Bear Zones are approximately one-quarter of one mile from the Angeles National Forest boundary and are indicated in the lists and maps in Exhibit 17. Director may alter the bear zone boundary at any time, based on bear activity. CONTRACTOR must expect that the number of accounts requiring bear-resistant Carts will increase over the term of the contract as the food sources from within the bear zone are decreased and bears forage further into the urban area.

CONTRACTOR shall provide Occupants outside of the bear zones, upon Customer request, Carts for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customers that want more than three Carts shall pay an additional fee for each Cart but shall not receive a discount for using less than three Carts. Customers outside of bear zones may want these types of containers to prevent other wildlife from accessing their waste or are near bear zones but want to be extra cautious.

Any Carts used must be designed to resist access by bears and be certified by a recognized agency, such as the Interagency Grizzly Bear Committee. Carts lids are to be clearly color-coded to identify contents, Refuse, Recyclables, or Green Waste. CONTRACTOR is to provide the same weekly Collection services as required in Section 3 of Exhibit 3A1 for bear-resistant and regular Carts.

CONTRACTOR retains ownership of the Carts and is responsible for maintaining or replacing Cart including lost or damaged Carts.

Carts in this section are not bound by subsection 6 of Exhibit 3A1 regarding the inventory requirement of delivery within 7 days of request but must be delivered within a reasonable timeframe.

F. Minimum Service (Up to Ten feet) (Item I3 of Exhibit 3A1)

This service is not currently required but may be requested by Director for implementation at any time.

This service is like services in Item I1 of Exhibit 3A1 but for areas with Set-Out Site limitations and a distance up to approximately ten feet as measured between the Set-Out Site and the location the Occupant places Carts, for the surcharge not to

exceed 5 percent of the monthly basic rate. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

This service is to help prevent Carts from being a hazard in the street. This is for locations where there is not adequate space for Collection. CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

This distance will be measured as either for the following situations:

- Occupant's temporary location in Public Right-of-Way to the Set-Out Site, such as the grass parkway.
- Occupant's permanent storage location on private property, such as behind a fence at the front property line.

Examples of situations with Set-Out Site limitations include but are not limited to:

- Many parked cars and Occupant temporarily place Carts in the grass parkway behind cars.
- Many parked cars and Occupant temporarily place Carts on the sidewalk behind cars, provided there is adequate space on the sidewalk to not interfere with pedestrians.
- Striped bike paths where Occupant would ordinarily place Carts in the bike path.
- Hillside communities where Carts may impede the flow of vehicular traffic.

G. Special Community Events

Some communities may hold special events that may impact the ability for CONTRACTOR to perform Contract Services. These may include parades or fairs. While events are typically on weekends, the set up may occur during the week, especially on the Friday immediately prior. Not only may access to the immediate area be limited during the event, the increased pedestrians and vehicles in the area may make it advisable for CONTRACTOR to avoid a larger area to ensure the safety of participants.

CONTRACTOR must coordinate Solid Waste Collection services within the area with Director. Abandoned Waste is to be removed from the area as close to the event as possible.

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 of Los Angeles, 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

This 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. 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/e-mail 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.

R. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

S. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

T. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

U. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided

advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

V. Contractor Alert Reporting Database (CARD)

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

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 Contract 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 Contract 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 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 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 Contract 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 Contract 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 Contract 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 Contract 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 the 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 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 the 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 Contract 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).*

1. 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.

2. 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.

3. 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 Contract 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/Dissolution of Service Area

It is understood that in the event annexation or the dissolution of all or a portion of the Service Area, this CONTRACT and all obligations of either of the Parties thereto shall end and CONTRACTOR and COUNTY shall amend this CONTACT to delete the annexed area from the definition of Service Area. Such annexations/dissolution may result from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, resulting from municipal annexation or incorporation, or any other reason.

Upon request of Director, CONTRACTOR shall use Reasonable Business Efforts to cooperate with a local agency with respect to providing Customers Services and County Services or MSW Management Services, in the event the Service Area is annexed by that local agency in accordance with applicable laws.

COUNTY will provide information regarding any known annexations or incorporations at the proposers/bidder's conference; however, CONTRACTOR is responsible for investigating the Service Area and determining which areas are prone to annexation or incorporation. For example, the City of Santa Clarita has annexed portions of the unincorporated communities of the County of Los Angeles and it is reasonable to expect additional annexations during the Term of this CONTRACT.

3. Suspension/Termination for Nonappropriation of Funds

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

a. COUNTY's Best Interest

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 6D2a 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 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 Execution 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 Costs 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 Contract 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 in an attempt to satisfy the owner of damaged property, any physical damage to public or private property and shall reimburse in an attempt to satisfy the 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 Contract 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 17 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 Contract 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 17 (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

1. 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. Notice by Customer

CONTRACTOR shall give each Customer the option to terminate its terms and conditions, without cause, on 7-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 17.

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 17. 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 17.)

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 14 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 jurisdiction, 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 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.

B. Notices to Employees

1. Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each Subcontractor performing Contract 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 Contract 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.

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 Contract 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, Proposers/Bidders, and Vendors

CONTRACTOR shall deal with its Subcontractors, proposers/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 12D4 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 17 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 Contract 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 Contract 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 Contract 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@PW.LACounty.gov

Address for Notices by Mail:

Los Angeles County Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

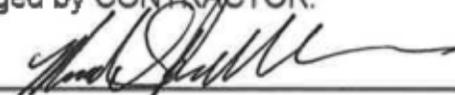
Director’s Office Hours : 7 a.m. to 5:30 p.m. Monday - Thursday
Established by Director

Signature: 

Printed Name: Steven E Milewski

Date: 8/8/22

Acknowledged by CONTRACTOR:

Signature: 

Printed Name: MARK S. BLACKBORN

Title: PRESIDENT

Date: 9-12-22

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 17 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 17 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 17 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 17.

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 means Solid Waste which has been improperly discarded or dumped at locations in Public Right-of-Way excluding at the Set-Out Site, generally larger than 12 inches in size, including palm fronds but excluding other materials deposited as the result of natural causes such as tree limbs or telephone poles blown over in a storm or walls collapsed during an earthquake. Items placed at the Set-Out Site shall be considered Bulky Items. See Litter for items larger than 12 inches in size.

Additional Customer Services means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

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.

Assembly Bill (AB) 939 means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 et seq., and regulations thereunder.

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 means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D.

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.

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.

Bilingual means in the languages of English and Spanish or other languages that may be required under Article 4 of SB 1383 or other laws.

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 an empty Container that can be safely lifted by two individuals using a dolly that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR 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;
- 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;
- 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 plastic 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. Carts are often referred to as barrels.

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 the 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.

Collect, Collection, or Collecting 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 and is the date Collection Service begins.

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.

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 documentation in Exhibit 17.

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 17; 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 technologies capable of converting residual Solid Waste into useful products, including 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 Los Angeles County 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.

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 “Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted”, Series ID CUUR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics at <https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG>.

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 Solid 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.

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.

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.

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 weighted adjustments of item A3 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 percent 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 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, 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>.

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. Dumpsters are also often referred to as bins.

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, or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

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.

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 Christmas 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; and
- Other Director-approved items listed in the Terms and Conditions.

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.

Homeless Encampment means an area where five or more individuals experiencing homelessness are living nearby each other in temporary shelters, tents, Recreational Vehicles, vehicles, or other means provided in COUNTY policy.

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.

Litter means all solid waste which has been improperly discarded or dumped locations in Public Right-of-Way or which has migrated by wind and is generally smaller than 12 inches in size. Litter includes convenience food, beverage, and other product packages or containers. See Abandoned Waste for items larger than 12 inches in size.

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.

Local Enforcement Agency means the enforcement agency defined in County Code Section 20.56.030.

Manure means Solid Waste comprised of horse dung or excrement and may include straw or other absorbent.

Maximum Rate Adjustment is described in Section A4 of Exhibit 7.

Monthly Report or Monthly Data 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 five 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 17 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 17.

Organic Waste as defined in SB 1383 means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

Party or **Parties** means COUNTY and CONTRACTOR, individually and together, respectively.

People Experiencing Homelessness (PEH) or Homeless Person means an individual or family who lacks a fixed, regular, and adequate nighttime residence.

Performance Obligations means every obligation and liability of CONTRACTOR under this CONTRACT.

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 the Los Angeles 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 or Process means the reduction, separation, recovery, conversion, or Recycling of Solid Waste, including creating "compost" as defined in California Public Resources Code Section 40116.

Prohibited Container Contaminants means as set forth in Section 18984.5 of SB 1383,

Prompt or **Promptly** means as soon as practicable, but in no event more than two days unless otherwise agreed by Director, Customer, or Occupant.

Public Right-of-Way or 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.

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 Occupant 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;
- the Franchise Fees paid to COUNTY; and
- Records that may be relevant in the event of an action under CERCLA or similar claims.

Recyclables means Solid Waste that may potentially be Diverted from Disposal (excluding Organic 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. 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 cartons coated with plastic or aluminum foil (milk and juice cartons);
- Mattresses, excluding those made mostly of foam;
- Wood and Dry Lumber; and
- Textiles

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 939/1383 or other report CONTRACTOR is required to submit in accordance with this CONTRACT and must be satisfactory to Director.

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.

RNG or Renewable Natural Gas means a fuel derived from recycled organic waste.

Senate Bill (SB) 1383 means the California bill signed into law on September 19, 2016 that established targets to reduce statewide Organic Waste Waste Disposal and many other requirements on Organic Waste generators and local jurisdictions.

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 60 percent of the Service Fee shown on the Customer Service Fee.

Service Fees means both Customer Service Fees (Task 1) and County Service Fees (Task 2).

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, Exhibit 3A2, and Exhibit 3A3.

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 17.

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, nor the manufacturer that provides equipment.

Sweep means to search the specified area; Collect, transport, and Dispose/Divert of Solid Waste not in Containers.

Task 1 Services all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container and Excess Solid Waste services to Occupants at Residential Premises and Certain Multifamily and Commercial Premises and are also defined in Section 1.

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services, public receptacle Collection services, abandoned Containers, Homeless Encampments, and emergency services and 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, emergencies, or health orders resulting from pandemics 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 Item A of Section 13 and included in Contractor Documentation in Exhibit 17.

Unsegregated Single-Container Collection Services means as set forth in Section 18984.3 of SB 1383.

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.

EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

A. Service Fee Schedule

CONTRACTOR shall charge Service Fees (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 by Director (Labor and Fuel Indices):

Beginning at least 6 months after the Commencement Date, Director will adjust the following components of the Service Fee each July 1 in accordance with subsections A1 a(3), B, C and D. For example, a Contract that begins in April will not have 6 months pass before July 1 and there will not be eligible for a rate increase until the following July 1.

(2) Requested by CONTRACTOR (Disposal and Diversion):

Disposal and Diversion adjustments require at least 16 months of data to compare. Therefore, beginning at least 16 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, or
- COUNTY initiates an adjustment of those components by Notice to CONTRACTOR together with CONTRACTOR submittal of documentation satisfactory to Director by March 1 of each year.

(3) Changes:

The annual change is a comparison of the average monthly rate for the two previous Calendar Years. Director will adjust the Service Fee for any or all of the following changes, if any:

- **Indices (6 Months After Commencement Date):** Annual changes, if any, in the following indices, as applicable, defined in Attachment 5-10A:
 - **CPI:** Consumer Price Index (CPI),
 - **DOE CNG:** Department of Energy (DOE) Compressed Natural Gas (CNG), or
 - **EIA LNG:** Energy Information Agency (EIA) Liquefied Natural Gas (LNG)
 - **Average of DOE CNG and EIA LNG for Renewable Natural Gas (RNG)**

in accordance with the Service Fee adjustment protocol in subsections C, D, and E; or

- **Disposal Tipping Fees (16 Months After Commencement Date):** Annual change of the monthly average, if any, in CONTRACTOR's Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, at the Solid Waste Facility it has designated in Contractor Documentation, Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or
- **Diversion of Recyclables (16 Months After Commencement Date):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Recyclables, based on the change in rates at Puente Hills Materials Recycling Facility, and any other supporting documentation; or
- **Diversion of Green Waste with Food Waste (16 Months After Commencement Date):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.
- **Diversion of Manure (16 Months After Commencement Date):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Manure, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.

12-Month Comparisons - Because the contract start date may not be January 1 and the first year of service requires at least 6 months of data, the first rate adjustment must prorate expenses for the Calendar Year over 12 months to make the comparison of costs between two 12-month periods. For example, a contract that begins service on April 1 will have only 9 months of Disposal/Diversion expenses and therefore those costs must be divided by 9 months and multiplied by 12 months to estimate what the expenses would have been over a 12-month period.

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 maximums in Refuse Disposal, or Recyclables 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. Any adjustment in the Service Fee due to a Change in Law by the State is not included in the Maximum Rate Adjustment in subsection 4. However, any increases due to Changes in Law cannot increase more than 10 percent per Contract Year but increases in excess of 10 percent may be carried over to the next Contract Year or years.

(2) Changes in Scope of Service

CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards. For example, if Director requests a new service such as Collection of Bulky Items from Occupant's front doors instead of the Set-Out Site, the rate increase would be implemented when the service begins and not limited to July 1.

(3) Extraordinary Circumstances

Change in CONTRACTOR's Direct Costs of providing Contract Services due to unforeseeable events.

c. No Adjustment

Service Fees will not be adjusted:

- Within 6 months of the Commencement Date with respect to labor and fuel in item A1a (1).
- Within 16 months with respect to Disposal/Diversion in items A1a (2-3).
- During any of the six possible one-month extensions under item A3 of Section 2.
- If there are any uncured Breaches.
- For Changes other than changes explicitly listed in preceding subsections a and b, including for changes in the price of fuel.
- For any commodity (Refuse, Recyclables, Organic Waste, and Manure) where:
 - Data is missing
 - Tonnages Collected or
 - Fees associated with the Disposal and Diversion of those materials.
 - CONTRACTOR failed to Notify Director of a facility change.

d. Sample Calculation

A sample calculation is attached in Attachment 7-1 of this Exhibit.

2. Rounding

All calculations are rounded to the nearest 1/100th 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 - Serviced Fee Components

Rather than asking for employee's actual salaries and the actual amount of fuel used, the monthly Service Fees for Contract Services will be divided into the following cost components and adjusted by these percentages:

| | |
|---|--------|
| Labor (and other general costs of Contract Services) | 60% |
| Fuel | 5% |
| Refuse Disposal | Actual |
| Green Waste Diversion with Food Waste | Actual |
| Green Waste Diversion without Food Waste | Actual |
| Food Waste Only | Actual |
| Recyclables Diversion | Actual |

For the purposes of rate adjustments, it is assumed that CONTRACTOR's labor related expenses are 60 percent of the total CONTRACT costs and fuel related expenses are 5 percent of the total CONTRACT costs.

Items C and D of this exhibit have further details on method of the calculation of the labor and fuel values. Items E and F of this exhibit have further details on method of the calculation of the actual values. A sample calculation is attached in Attachment 7-1 of this Exhibit.

4. Maximum Rate Adjustment

Adjustments to the Service Fees cannot exceed the percentages in the following table, except for changes due to acts of the State in item A1b(1) of this exhibit:

| Contract Period (on July 1)* | Maximum Adjustment** |
|---|----------------------|
| Years 0 to 0.5 (Less than 6 months from Commencement Date to July 1) | 0 percent |
| Years 0.5 to 7 (July 1 to the scheduled Termination Date under Section 2) | 35 percent |
| Years 8 to 11 / Extension(s), if any (July 1 of any first 2-year extension to June 30 on the extended Termination Date) | 5 percent, per year |
| Any time (Changes in direct costs due to Change In Law by the State) | Actual Direct Costs |
| Six 1-month extensions, if any | 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 in item A1b(1) of this exhibit 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 additional 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 by COUNTY to the Board of Supervisors.

Service Fees will be adjusted only if there are no uncured Breaches.

While COUNTY will automatically adjust the labor (CPI) and fuel components, adjustments to the Disposal and Diversion components requires the submittal of documentation by CONTRACTOR by March 1 of each year. Failure to submit data will result in no adjustment to either the Disposal or Diversion components, or both.

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees because of Changes in Law or changes in Contract Services or Standards described below, COUNTY will have the option to not adjust the rate for changes in law, changes in scope of service, or extraordinary circumstances for the upcoming Fiscal Year.

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. *Bear-Resistant Cart Fee (CPI)*

Use methodology in item C of Exhibit 7.

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 for labor, D for fuel, and E for Disposal of Exhibit 7, as indicated in the table below. The adjustment for Abandoned Waste, Public Receptacles, and Homeless Encampments in Exhibit 3A2 will not include Recyclables or Green Waste adjustments.

| Service | Labor | Fuel | Disposal |
|---------------------------|-------|------|----------|
| Abandoned Waste | C | D | E |
| Hot Zone Monitoring | C | D | n/a |
| Public Receptacles | C | D | n/a |
| Homeless camps, abandoned | C | D | E |

| Service | Labor | Fuel | Disposal |
|---|-------|------|----------|
| Homeless camps, active | | | |
| Bags Collected | C | D | E |
| Boxes (Refuse in bags from event box) | C | D | E |
| Carts | | | |
| o Delivery and removal to/from area | C | D | n/a |
| o Collection & Disposal (96-gal) | C | D | E |
| o Collection & Disposal (32-gal) | C | D | E |
| o Overflowing Cart surcharge | C | D | E |
| o Contaminated Load surcharge | C | D | E |
| Dumpsters | | | |
| o Delivery and removal to/from area | C | D | n/a |
| o Collection & Disposal (3 cu yds) | C | D | E |
| o Overflowing Dumpster surcharge | C | D | E |
| o Contaminated Load surcharge | C | D | n/a |
| Litter in Alleys | C | D | n/a |
| Litter (As-Needed) | | | |
| Hours Spent | C | D | n/a |
| Emergency Services | | | |
| Solid Waste Not In Containers, tons | C | D | E |
| Solid Waste Not In Containers, cubic yd | C | D | E |
| Palm Frond Collection | C | D | n/a |

e. Various Surcharges

These are adjusted based on the Customer Service Fee in the previous item using methodology in items C and D of Exhibit 7. These include:

- Additional On-Call Pickups (Exhibit 3A1 H3 & Section 7A2e)
- Container Size Exchanges Beyond One (Exhibit 3A1 D3c)
- Container Removal and Return (Exhibit 3A1 D3e)
- Roll-Out Service for non-Elderly or Disabled (Exhibit 3A1 I and Section 7A2d)
- Difficult to Service (Exhibit 3A1 O & Section 7A2c)
- Cart Cleaning (Exhibit 3A1 D3d)

B. This item is no longer used

C. Service Fee Adjustment for Annual Changes in CPI

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The CPI component of the Service Fee will be 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 prior 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.

The index to be used is the Consumer Price Index for “Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted”, Series ID CUSR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUSR0000SEHG>.

D. Service Fee Adjustment for Annual Changes in Fuel

A minimum of 6 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 RNG component will apply only to the percentage of Vehicles in a fleet that use RNG.

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 or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

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 or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

RNG Indices means the average for fuel for RNG price published by a State or the Federal government selected by Director.

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 previous year and ending in December of the previous year (averages for the fourth quarter are not available early enough to be used), and
- The DOE CNG quarterly averages commencing January of the prior 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 RNG

At the time of the writing of this CONTRACT, limited information was available regarding RNG. The language here is a placeholder until more specific information becomes available. Director intends to use a method similar to that for CNG and LNG.

The RNG Fuel Component of the Service Fees will be adjusted by the percent change, if any, between the following:

- The average of the CNG and LNG quarterly averages commencing in January of the previous year and ending in December of the previous year.

4. Adjustment Due to Change in Electricity or Other Fuels

The average for fuel price published by a State or the Federal government selected by Director, similar to methods established for CNG and LNG.

E. Service Fee Adjustment for Changes in Refuse Disposal, Organic Waste Diversion, and Manure Diversion Facility Fees

A minimum of 16 months must elapse between Commencement Date and July 1 of the current year. The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal, Organic Waste Diversion, and Manure Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in Contractor Documentation in item B17 of Exhibit 17.

Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. 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.

CONTRACTOR is to notify Director of any rate changes at facilities within 7 days of the increase. Failure to notify Director will impact how rate adjustments are calculated. Director will only use rates that have been sent to Director. For example, if a facility raises its rates from \$60 per ton to \$65 per ton on March 1 but CONTRACTOR notified Director on July 1, Director will use the \$60 per ton for January 1 through June 30 for the rate adjustment calculations. The \$65 rate will be used for July 1 through December 30.

The expectation is that if CONTRACTOR was awarded this CONTRACT based on a bid price for a certain facility, that facility or a less expensive one is to be continued to be used for the term of CONTRACT. CONTRACTOR can petition Director for a change to a more expensive facility for unusual circumstances, such as a facility closure or significant environmental benefit.

The annual cost is the difference of:

- Average monthly fee during the current Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year, and
- Average monthly fee during the prior Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year.

The above annual cost is divided by the number of Customers on March 1 of the current year and then divided by 12 months to determine the monthly component for Refuse Disposal, Organic Waste Diversion, and Manure Diversion.

1. Facilities Open to Public

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for the year for Refuse Disposal, Organic Waste Diversion, and Manure Diversion for the previous two years.

2. Facilities Not Open to Public

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for Refuse Disposal, Organic Waste Diversion, and Manure Diversion for the previous two years.

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.

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 must be adequately explained. 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.

3. Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average cost for Refuse, Organic Waste, and Manure Transferring, transporting, and Disposal/Diversion for the previous two years.

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the 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.

F. Service Fee Adjustment for Changes in Recyclables Diversion Facility Fees

A minimum of 18 months must elapse between Commencement Date and July 1 of the current year. Regardless of the actual facility used by CONTRACTOR, the Recyclables Diversion Components of Net Service Fees will be adjusted for the change in Recyclables Diversion tipping fees charged at the Puente Hills Materials Recycling Facility. The adjustment is calculated based on the difference of:

- Average monthly fees/refunds during the current Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that period, and
- Average monthly fees/refunds during the prior Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that period.

The above annual profit/loss is divided by the number of customers and divided by 12 months to determine the monthly component for Recyclables.

**Average Tipping Fees for Commingled Recyclables
at Puente Hills Material Recycling Facility Table**

| Month 2016 | Fee/Refund (per ton) | Month 2017 | Fee/Refund (per ton) | Month 2018 | Fee/Refund (per ton) |
|----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| Jan | n/a | Jan | \$12.85 | Jan | \$1.09 |
| Feb | n/a | Feb | \$15.10 | Feb | -\$11.58 |
| Mar | n/a | Mar | \$16.04 | Mar | -\$19.98 |
| Apr | n/a | Apr | \$15.77 | Apr | \$7.15 |
| May | n/a | May | \$3.63 | May | \$6.67 |
| Jun | n/a | Jun | \$4.70 | Jun | -\$16.15 |
| Jul | \$5.68 | Jul | \$8.60 | Jul | \$1.16 |
| Aug | \$2.84 | Aug | \$14.72 | Aug | -\$7.07 |
| Sep | \$2.14 | Sep | -\$0.35 | Sep | -\$25.87 |
| Oct | \$3.84 | Oct | -\$19.72 | Oct | -\$14.92 |
| Nov | \$9.47 | Nov | -\$23.74 | Nov | -\$29.15 |
| Dec | \$12.27 | Dec | -\$2.88 | Dec | -\$26.47 |
| Average | \$6.04 | Average | \$3.73 | Average | -\$11.26 |
| | | % Change | -38.31% | % Change | -402.18% |

| Month 2019 | Fee/Refund (per ton) | Month 2020 | Fee/Refund (per ton) | | |
|-----------------|----------------------|-----------------|----------------------|--|--|
| Jan | -\$46.15 | Jan | -\$66.97 | | |
| Feb | -\$43.79 | Feb | -\$64.88 | | |
| Mar | -\$46.95 | Mar | -\$69.75 | | |
| Apr | -\$46.60 | Apr | n/a(closed) | | |
| May | -\$50.71 | May | -\$58.04 | | |
| Jun | -\$54.70 | Jun | -\$61.20 | | |
| Jul | -\$63.10 | Jul | -\$53.33 | | |
| Aug | -\$62.15 | Aug | -\$55.28 | | |
| Sep | -\$57.16 | Sep | -\$46.37 | | |
| Oct | -\$61.95 | Oct | -\$52.19 | | |
| Nov | -\$64.23 | Nov | -\$64.22 | | |
| Dec | -\$66.34 | Dec | -\$73.35 | | |
| Average | -\$55.32 | Average | -\$60.69 | | |
| % Change | -391.30% | % Change | -9.71% | | |

G. Discontinued Indices

If a price or index is 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, or other index as determined by Director.

ATTACHMENT 7-1 – Service Fees Adjustment Example

Example assumes the following:

- Contract started 4/1/18
 - First Calendar Year of service is only 9 months
 - Rate adjustment was not eligible 7/1/18
- Initial monthly rate for Task 1 basic services was \$17.00
- Initial rates for Task 2 is indicated in Table G3 below
- Rate adjustment being calculated is for 7/1/19
- Two different facilities were used for Refuse Disposal
- 20% of fleet used CNG, 55% used LNG, 25% used RNG
- Negative expenses are a rebate (profit)

A. Annual increase or decrease in CPI (C of Exhibit 7)

Table A–Adjustment Due to Change in CPI

| | | |
|--|-------------------|--------|
| Calculate percent change in CPI (12-month average) | 03/01/17-02/29/18 | 221.64 |
| | 03/01/18-02/28/19 | 228.51 |
| | Percent change | 3.10% |

B. Annual increase or decrease in Fuel (D of Exhibit 7)

Table B1–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 2017 | $(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12$ |
| | January, April, July, and October 2018 | $(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35$ |
| | Percent Change | $(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85\%$ |
| Adjustment to CNG Fuel Component (% Fleet) | 20% of fleet uses DOE CNG | $0.20 \times 10.85\% = 2.17\%$ |

Table B2 - Adjustment Due to Change in EIA LNG

| | | |
|--|---------------------------|--------------------------------|
| Calculate percent change in EIA LNG (12-month average, not month-to-month) | 03/01/17-02/29/18 | 121.63 |
| | 03/01/18-02/28/19 | 153.01 |
| | Percent Change | 2.58% |
| Adjustment to LNG Fuel Component (% Fleet) | 55% of fleet uses EIA LNG | $0.55 \times 2.58\% = 14.19\%$ |

Table B3 - Adjustment Due to Change in RNG

| | | |
|--|---------------------------|-----------------------------|
| Calculate percent change in RNG (12-month average, not month-to-month) | CNG Change | 10.85% |
| | RNG Change | 2.58% |
| | Average Percent Change | 6.72% |
| Adjustment to RNG Fuel Component (% Fleet) | 25% of fleet uses EIA LNG | $0.25 \times 6.72 = 1.68\%$ |

C. Changes in Refuse Disposal Tipping Fees (E of Exhibit 7)

Table C1–Adjustment Due to Change in Task 1 Refuse Disposal Tipping Fees at Facility One

| | Year | Tipping Fee (average) | | Disposal (tons) | | Expense (12 months) | Prior Year Change |
|--|------|-----------------------|---|-----------------|---|----------------------------|-------------------|
| Calculate annual cost in Disposal fees | 2017 | \$50.00 (Apr-Dec) | x | 1,838 | = | \$91,900÷9x12=\$122,533.33 | - |
| | 2018 | \$52.00 | x | 2,402 | = | \$124,904.00 | \$2,370.67 |

| | Year | Cost | | Customers | | Monthly Adj. |
|----------------|------|------------|---|-----------|------|---------------|
| Adj. to Refuse | 2018 | \$2,370.67 | ÷ | 7,225 | ÷12= | \$0.03 |

Table C2–Adjustment Due to Change in Task 1 Refuse Disposal Tipping Fees at Facility Two

| | Year | Tipping Fee (average) | | Disposal (tons) | | Expense (12 months) | Prior Year Change |
|--|------|-----------------------|---|-----------------|---|----------------------------|-------------------|
| Calculate annual cost in Disposal fees | 2017 | \$40.00 (Apr-Dec) | x | 2,220 | = | \$88,800÷9x12=\$118,400.00 | - |
| | 2018 | \$43.00 | x | 2,936 | = | \$126,248.00 | \$7,848.00 |

| | Year | Cost | | Customers | | Monthly Adj. |
|----------------|------|------------|---|-----------|------|---------------|
| Adj. to Refuse | 2018 | \$7,848.00 | ÷ | 7,225 | ÷12= | \$0.09 |

D. Changes in Organic Waste Diversion Tipping Fees (E of Exhibit 7)

Table D1–Adjustment Due to Change in Green Waste Diversion Tipping Fees

| | Year | Tipping Fee (average) | | Diversion (tons) | | Expense (12 months) | Prior Year Change |
|---|------|-----------------------|---|------------------|---|---------------------------|-------------------|
| Calculate annual cost in Diversion fees | 2017 | \$35.00 (Apr-Dec) | x | 1,508 | = | \$52,780÷9x12=\$70,373.33 | - |
| | 2018 | \$36.00 | x | 2,006 | = | \$72,216.00 | \$1,842.67 |

| | Year | Cost | | Customers | | Monthly Adj. |
|---------------------|------|------------|---|-----------|------|---------------|
| Adj. to Green Waste | 2018 | \$1,842.67 | ÷ | 7,225 | ÷12= | \$0.02 |

Table D2–Adjustment Due to Change in Manure Diversion Tipping Fees**

| | Year | Tipping Fee (average) | | Diversion (tons) | | Expense (12 months) | Prior Year Change |
|---|------|-----------------------|---|------------------|---|-------------------------|-------------------|
| Calculate annual cost in Diversion fees | 2017 | \$90.00 (Apr-Dec) | x | 18 | = | \$1,620÷9x12=\$2,160.00 | - |
| | 2018 | \$94.00 | x | 25 | = | \$2,350.00 | \$190.00 |

| | Year | Cost | | Customers | | Monthly Adj. |
|----------------|------|----------|---|-----------|------|---------------|
| Adj. to Manure | 2018 | \$190.00 | ÷ | 34 | ÷12= | \$0.47 |

Table D3–Adjustment Due to Change in Food Waste Diversion Tipping Fees**

| | Year | Tipping Fee (average) | | Diversion (tons) | | Expense (12 months) | Prior Year Change |
|---|------|-----------------------|---|------------------|---|---------------------|-------------------|
| Calculate annual cost in Diversion fees | 2017 | \$120.00 (Apr-Dec) | x | 1 | = | \$120÷9x12=\$90.00 | - |
| | 2018 | \$125.00 | x | 2 | = | \$250.00 | \$160.00 |

| | Year | Cost | | Customers | | Monthly Adj. |
|--------------------|------|----------|---|-----------|------|---------------|
| Adj. to Food Waste | 2018 | \$160.00 | ÷ | 10 | ÷12= | \$1.33 |

** only applicable to those Customers that use these service

E. Changes in Recyclables Diversion Tipping Fees (F of Exhibit 7)

Table E--Adjustment Due to Change in Recyclables Tipping Fees

| | Year | Tipping Fee (average) | | Diversion (tons) | | Expense/Rebate (12 months) | Prior Year Change |
|--|------|----------------------------|---|------------------|---|-------------------------------------|-------------------|
| Calculate annual cost/rebate in Diversion fees | 2017 | -\$3.73 (rebate) (Apr-Dec) | x | 2,288 | = | -\$8,534.24 ÷ 9 x 12 = -\$11,378.99 | - |
| | 2018 | \$11.26 (fee) | x | 3,171 | = | \$35,705.46 | \$47,084.45 |

| | Year | Expense/Rebate | | Customers | | Monthly Adj. |
|---------------------|------|----------------|---|-----------|--------|---------------|
| Adj. to Recyclables | 2018 | \$47,084.45 | ÷ | 7225 | ÷ 12 = | \$0.54 |

F. Task 1 Customer Service Fee Adjustment Totals (C, D, E, and F of Exhibit 7)

Table F--Sum of Adjustments

| Service Fee Component | Calculated Adjustment | | Weighted Adjustment (A3a of Exhibit 7) | | Monthly Rate | | Monthly Total |
|---------------------------------|-----------------------|---|--|---|--------------|---|---------------|
| CPI | 3.1% | x | 60% | x | \$17.00 | = | \$0.32 |
| Fuel | | | | | | | |
| CNG | 2.17% | | | | | | \$0.02 |
| LNG | 14.19% | x | 5% | x | \$17.00 | = | \$0.12 |
| RNG | 1.68% | | | | | | \$0.01 |
| Refuse Disposal | | | | | | | |
| Facility 1 | | | actual | | | = | \$0.03 |
| Facility 2 | | | | | | | \$0.09 |
| Green Waste Diversion | | | actual | | | = | \$0.02 |
| Recyclables Diversion | | | actual | | | = | \$0.54 |
| Basic Service Subtotal | | | | | | = | \$1.21 |
| Franchise Fee | | | | | | ÷ | 0.90 |
| Total Monthly Adjustment | | | | | | | \$1.34 |

| Special Services & Surcharges | Calculated Adjustment | | | | Monthly Rate | | Monthly Total |
|--|-----------------------|---|--------|--|--------------|---|----------------|
| Manure Diversion | | | actual | | | = | \$0.47 |
| Food Waste Diversion | | | actual | | | = | \$1.33 |
| Green (Landscaping) Waste Diversion | | | actual | | | = | |
| Bear Resistant Carts | 3.1% | x | | | Bid | = | |
| Locking Recyclables Carts | 3.1% | x | | | Bid | = | |
| Additional On-Call Pickups | 3.1% | x | | | \$12.75 | = | \$13.15 |
| Container Size Exchange | 3.1% | x | | | \$8.50 | = | \$8.76 |
| Container Removal | 3.1% | x | | | \$17.00 | = | \$17.53 |
| Roll-Out Service | 3.1% | x | | | \$8.50 | = | \$8.76 |
| Difficult to Service | 3.1% | x | | | \$4.25 | = | \$4.38 |
| Cart Cleaning | 3.1% | x | | | Bid | = | |

G. Task 2 County Service Fee Adjustment Totals

Table G1a–Adjustment Due to Change in Task 2 Refuse Disposal Tipping Fees at Facility One

| | Year | Tipping Fee (average) | Prior Year Change | | % of waste at facility | | % of adjustment |
|---------------------------------|------|-----------------------|-------------------|---|------------------------|---|-----------------|
| Calculate cost in Disposal fees | 2017 | \$50.00 | - | | | | - |
| | 2018 | \$52.00 | 4.00% | x | 70% | = | 2.80% |

Table G1b–Adjustment Due to Change in Task 2 Refuse Disposal Tipping Fees at Facility Two

| | Year | Tipping Fee (average) | Prior Year Change | | % of waste at facility | | % of adjustment |
|---------------------------------|------|-----------------------|-------------------|---|------------------------|---|-----------------|
| Calculate cost in Disposal fees | 2017 | \$40.00 | - | | | | - |
| | 2018 | \$43.00 | 7.50% | x | 30% | = | 2.25% |

Table G2– Sum of Task 2 Percent Changes

| Service Fee Component | Calculated Adjustment | | Weighted Adjustment (A3a of Exhibit 7) | | Total |
|-----------------------------------|-----------------------|---|--|---|--------------|
| CPI | 3.1% | x | 60% | = | 1.86% |
| Fuel | | | | | |
| CNG | 2.17% | | | | 0.11% |
| LNG | 14.19% | x | 5% | = | 0.71% |
| RNG | 1.25% | | | | 0.06% |
| Total for Labor & Fuel | | | | = | 2.74% |
| Refuse Disposal | | | | | |
| Facility 1 | | | | = | 2.80% |
| Facility 2 | | | | | 2.25% |
| Total for Disposal | | | | = | 5.05% |

Table G3– Sum of Task 2 Refuse Removal from Public Right-of-Way Adjustments

| Service Fee Component | Calculated Adjustment | | Previous Rate | | New Rate |
|---------------------------------------|-----------------------|---|---------------------|---|-----------------|
| Abandoned Waste | 2.74 + 5.05 | x | \$85.00/ton | = | \$91.60 |
| Hot Zone Monitoring | 2.74 | x | \$ 0.25/foot | = | \$0.26 |
| Public Receptacles | 2.74 | x | \$ 4.00/receptacle | = | \$4.11 |
| Homeless camps, abandoned | 2.74 + 5.05 | x | \$200.00/4 cu yds | = | \$215.58 |
| Homeless camps, active | | | | | |
| Bags Collected | 2.74 + 5.05 | | \$ 50.00/bag | | \$53.90 |
| Boxes (Refuse in bags from event box) | 2.74 + 5.05 | | \$ 20/box | | \$21.56 |
| Carts | | | | | |
| o Delivery and removal to/from area | 2.74 | | \$150.00/area | | \$153.60 |
| o Collection & Disposal (96-gal) | 2.74 + 5.05 | | \$ 10.00/Collection | | \$10.78 |
| o Collection & Disposal (32-gal) | 2.74 + 5.05 | | \$ 8.00/Collection | | \$8.62 |
| o Overflowing Cart surcharge | 2.74 + 5.05 | x | \$120.00/overflow | = | \$129.35 |
| o Contaminated Load surcharge | 2.74 + 5.05 | | \$ 50.00/load | | \$53.90 |
| Dumpsters | | | | | |
| o Delivery and removal to/from area | 2.74 | | \$150.00/area | | \$153.60 |
| o Collection & Disposal (3 cu yds) | 2.74 + 5.05 | | \$ 50.00/Collection | | \$53.90 |
| o Overflowing Dumpster surcharge | 2.74 + 5.05 | | \$225.00/Dumpster | | \$242.53 |
| o Contaminated Load surcharge | 2.74 | | \$100.00/load | | \$102.74 |
| Litter in Alleys | 2.74 | x | \$100.00/mile | = | \$102.74 |
| Litter (As-Needed) | | | | | |
| • Bags Collected | 2.74 + 5.05 | | \$50.00/bag | | \$53.90 |
| • Hours Spent | 2.74 | | \$35.00/hour | | \$35.96 |
| | | x | | = | |

| | | | | |
|---|-------------|---|--------------|-----------------|
| Emergency Services | | | | |
| Solid Waste Not In Containers, tons | 2.74 + 5.05 | | \$100.00/ton | \$107.79 |
| Solid Waste Not In Containers, cubic yd | 2.74 + 5.05 | x | \$50.00/cuyd | \$53.90 |
| Palm Frond Collection | 2.74 | | \$75.00/hour | \$77.06 |

ATTACHMENT 7-2 – Task 1 Service Fees

- Attachment 7-2.1.1 Task 1 Service Fees
Altadena/Kinneloa Mesa

FORM PW-2.1.1

The undersigned Proposer offers to perform the work described in the Request for Proposal (RFP) for the following prices. The Proposer's rates (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless those specified to be furnished by Public Works. It is understood and agreed that where quantities, if any, are set forth in the below tables, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

**Task 1 Service Fees
Altadena/Kinneloa Mesa**

Proposer must provide a Service Fee for each item below. **These fees are to include the 10 percent franchise fee.**

Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate^{*}, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

| MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A) | |
|---|--|
| Services | Monthly Rate Per Customer (Billed to Customer) |
| Monthly Rate for Basic Services[†] | |
| A. One 96-gallon Refuse (no food waste) | A -\$ <u>\$ 13.00</u> |
| B. One 96-gallon Recyclables | B **\$ <u>\$ 5.00</u> |
| C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste | C ***\$ <u>\$ 10.46</u> |
| Monthly Rate for Basic Services (without SB 1383 Compliance) | |
| D. One 96-gallon Refuse (with food waste) [‡] | D *\$ <u>\$ 18.00</u> [‡] |
| E. One 96-gallon Green Waste (without Food Waste) [‡] | E ***\$ <u>\$ 5.46</u> [‡] |
| Portion of the Monthly Rate for Special Services (Exhibit 3A1 H) | |
| 1. Christmas Tree Collection | 1 \$ <u>.08</u> |
| 2. Annual Cleanup Event | 2 \$ <u>.27</u> |
| 3. Annual Container Cleaning | 3 \$ <u>1.58</u> |
| 4. Mulch/Compost Events | 4 \$ <u>.98</u> |
| 5. Bulky Item Service | 5 \$ <u>.10</u> |
| o Bulky Item (On-call) | \$ <u>.10</u> |
| o Excess Refuse | \$ <u>.10</u> |
| o Excess Green Waste | \$ <u>.10</u> |
| o Special Recyclables/Reusable Items | \$ <u>.10</u> |
| 6. Priority Pickups at Director's Request | 6 \$ <u>.05</u> |
| 7. Special Cleanup Events Services | 7 \$ <u>.08</u> |
| 8. Sharps Collections | 8 \$ <u>.08</u> |
| 9. Bear-Resistant Carts | 9 \$ <u>.50</u> |
| 10. Video Equipment & Recording | 10 \$ <u>.50</u> |
| Total of A - C and 1 - 10 (do not include D or E) | ^{†:1a} #\$ <u>\$ 32.98</u> (Basic Service Total) |

FORM PW-2.1.1

| Monthly Rate for Alternative to Director's Preferred Method | (optional) |
|---|------------|
| • One 96-gallon Refuse Cart | \$ 32.58 |
| • One 96-gallon Refuse + Food Waste Cart | \$ 32.58 |
| • One 96-gallon Recyclables Cart | \$ 5.00 |
| • One 96-gallon Green Waste Cart | \$ 5.46 |
| • One 96-gallon Green Waste (landscaping only) Cart | \$ 5.46 |
| • One 64-gallon Food Waste Cart | \$ 15.00 |

*COUNTY may turn on or off any of services 1 - 10 and/or switch to service D - E.

†COUNTY may choose to allow food waste in the Refuse Cart for Disposal in a landfill and/or prevent food waste from being allowed in the Green Waste Cart (common methods before SB 1383). CONTRACTOR must therefore include an alternate monthly rate for these services.

| CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7) | |
|---|---|
| Services | Monthly Rate (Billed to Customer) |
| Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart | 96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee*** |
| Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • Bulky Items, excess waste, or Green Waste (per visit to Collect all items) | Per request charge equal to 75% of Basic Service Total [†] |
| Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and Temporary Bear-Cart Delivery for Excess Waste (Exhibit 3A3 B2) <ul style="list-style-type: none"> • Each additional exchange/delivery | Per request charge equal to 50% of Basic Service Total [†] |
| Bear-Carts Outside of Bear Zones (Exhibit 3A1 D12 & Section 7A2h) Each set of Containers | 10% of (Basic Service Total [†] + any fees charged for extra containers if those are replaced too) |
| Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site | 100% of Basic Service Total [†] 125% of previous fee 100% of Basic Service Total [†] |
| Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ First 50 feet ○ Each 200 feet ○ Unpaved ○ Steep | 5% of Basic Service Total [†] 50% of Basic Service Total [†] 50% of Basic Services Total [†] 50% of Basic Services Total [†] 10% of Basic Services Total [†] 10% of Basic Services Total [†] |
| Difficult to Service (Exhibit 3A1 O & Section 7A2c) Cost per Customer | if applicable to Service Area 25% of Basic Service Total [†] |
| Manure Service , per collection each week (Exhibit 3A1 D13 & Section 7A2g) | If applicable to Service Area |

FORM PW-2.1.1

| | |
|--|---|
| <ul style="list-style-type: none"> 64-gallon Cart 2-cubic yard Dumpster Roll-Out/Scout Service | <p>\$65.00 \$199.00 \$ Negotiated with Customer</p> |
| Locking Cart (Exhibit 3A1 D14) | |
| <ul style="list-style-type: none"> 96-gallon Cart | \$125.00 (one-time, per Cart) |
| Container Cleaning (Exhibit 3A1 D3d(3)) | |
| <ul style="list-style-type: none"> Monthly Cleaning Service, 1 Cart Monthly Cleaning Service, each additional Cart | <p>\$29.00 \$5.00</p> |
| Billing Fees (Section 7B7) | |
| <ul style="list-style-type: none"> Late payment fee Interruption of service Returned checks | <p>10% of past due amount 10% of Basic Services Total⁹ 10% of Basic Services Total⁹</p> |

Using the examples given below calculate your Monthly Unit Rate^a, Monthly Service Fee Revenue, and Annual Service Fee Revenue. The estimated number of customers given is the current number for the Service Area but may be revised as outlined in Section 7, Service Fees and Billing.

| | Estimated. No. Customers | | Monthly Unit Rate ^a | = | Monthly Service Fee Revenue | Months | = | Annual Service Fee Revenue |
|---------|--|---|--------------------------------|---|-----------------------------|--------|---|-------------------------------|
| Example | 3,059 | x | \$ 20.00 | = | \$ 61,180 | x 12 | = | \$ 734,160 |
| Actual | 13,773 | x | \$ 32.58 ^{1.1a} | = | \$448,724.30 | x 12 | = | \$5,384,692.08 ^{1.1} |
| Example | Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | | |
| Actual | Five million three hundred ninety-four thousand six hundred fifty-two dollars and zero cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | | |

Using the examples given below calculate the Monthly Customer Net Rate, without the 10 percent franchise fee.

| | Monthly Customer Rate ^a | | Franchise Fee | = | Monthly Customer Net Rate |
|---------|--|---|---------------|---|---------------------------|
| Example | \$ 20.00 | - | 10% | = | = \$ 18.00 |
| Actual | \$32.58 ^{1.1a} | - | \$2.96 | = | = \$29.62 |
| Example | Eighteen dollars and zero cents. WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |
| Actual | Twenty nine dollars 62.00 WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |

^a Also referred to as Basic Service Total

FORM PW-2.1.1

| FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17) | | | |
|---|---------------------------|--|------------------------|
| Check box if additional facilities are listed on a separate page <input type="checkbox"/> | Initial Facility | Initial Facility Rate per ton (at start of CONTRACT) | Final Facility |
| Disposal Rate for Refuse (Exhibit 17 B17) | | | |
| • Primary Facility: | <u>URE</u> | <u>\$ 65.-</u> | <u>Chiquita</u> |
| • Backup Facility 1: | <u>UWSLA</u> | <u>\$ 65.-</u> | <u>Chiquita</u> |
| • Backup Facility 2: | <u>East LA Transfer</u> | <u>\$ 65.-</u> | <u>Sunshine</u> |
| • Backup Facility 3: | | <u>\$</u> | |
| Disposal Rate for Organic Waste (landscaping + food waste) | | | |
| • Primary Facility: | <u>UWSLA</u> | <u>\$ 125.00</u> | <u>Rialto Biomass</u> |
| • Backup Facility 1: | <u>WM Sun Valley</u> | <u>\$ 135.00</u> | <u>Rialto Biomass</u> |
| Disposal Rate for Food Waste | | | |
| • Primary Facility: | <u>Same as Organic</u> | <u>\$ 125.-</u> | <u>Rialto Biomass</u> |
| • Backup Facility 1: | <u>Same as Organic</u> | <u>\$ 135.-</u> | <u>Rialto Biomass</u> |
| Disposal Rate for Green Waste (landscaping only) | | | |
| • Primary Facility: | <u>Green Wise S&S</u> | <u>\$ 65.00</u> | <u>Various Outlets</u> |
| • Backup Facility 1: | <u>Plante Hills TRF</u> | <u>\$ 65.11</u> | <u>Various Outlets</u> |

ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.1.1 Task 2 Service Fees
Altadena/Kinneloa Mesa

FORM PW-2.1.1

**Task 2 Service Fees
Altadena/Kinneloa Mesa**

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Service Fee and Calculate your Monthly Payment Rate and Proposed Annual Amount. The Proposed Annual Amount is not the total for all proposed Task 2 services but rather it is the total of the amounts to be evaluated. Potential additional amounts for Task 2 are not included here but are part of the contract. Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Charts below contain several places with "Additional" services that are beyond what is expected. Note: There are 4.33 weeks per month.

| 2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a) | | | |
|---|--------------------------|----------------------|-------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Waste Rate Per Ton • Alleys (1.0 miles) • Parkways, Sidewalks, Streets (408.8 miles) | \$ <u>93.</u> /ton | x 2 tons | = \$ <u>186</u> |
| Abandoned Waste Dry Runs • After 4 th , each month | \$ <u>125.</u> /incident | x 2 incident | = \$ <u>250</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2A | | | \$ <u>436</u> ^{2.1a} |

| 2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b) | | | |
|---|--------------------------------|---------------------------------------|-------------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Monitoring All Hot Zone Locations 8 locations | \$ <u>190.</u> /foot (per day) | x 3,682 feet x 5 days x 4.33 weeks | = \$ <u>14,348.75</u> |
| Additional Hot Zones Monitoring (up to 25% more length) | \$ <u>07.</u> /foot (per day) | x 921 feet x 5 days x 4.33 weeks | = \$ <u>1,395.78</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2B | | | \$ <u>15,744.53</u> ^{2.1b} |

| 2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c) | | | |
|--|---|------------------------------------|-----------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Standard or Solar Compactors (assume Collection twice per day, 6 days per week) | n/a | x 0 receptacles | = n/a |
| Additional public receptacles (up to 25% more receptacles) | \$ <u>5.00.</u> /receptacle (per Collection) | x 25 receptacles x 2 x 6 x 4.33 | = \$ <u>1,299.-</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2C | | | \$ <u>1,299.-</u> ^{2.1c} |

FORM PW-2.1.1

| 2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3e) | | | |
|--|--------------------------|------------------------------|----------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Encampments | | | |
| • Waste Collection for each 4 cu yds | \$350.00 | 4 loads | \$1400 |
| Occupied Encampments | | | |
| • Bags Collected | (per week) \$3.00/bag | (per month) 5 bags x 4.33 | \$64.95 |
| • Boxes (Refuse in bags from event box) | \$9.14/box | 2 box x 4.33 | \$79.15 |
| • Carts | | | |
| o Delivery and removal to/from area | \$3.47/area | 2 areas x 4.33 | \$272.53 |
| o Collection & Disposal (96-gal) | \$3.91/Collection | 12 Collections x 4.33 | \$203.16 |
| o Collection & Disposal (32-gal) | \$3.17/Collection | 12 Collections x 4.33 | \$164.71 |
| o Overflowing Cart surcharge | \$11.80/96 gallons | 1 overflows x 4.33 | \$51.09 |
| o Contaminated Load surcharge | \$7.64/Cart | 2 Carts x 4.33 | \$66.20 |
| • Dumpsters | | | |
| o Delivery and removal to/from area | \$3.47/area | 4 areas x 4.33 | \$545.06 |
| o Collection & Disposal (3 cu yds) | \$19.37/Collection | 20 Collections x 4.33 | \$1591.71 |
| o Overflowing Dumpster surcharge | \$23.60/3 cu yds | 20 overflows x 4.33 | \$2043.76 |
| o Contaminated Load surcharge | \$78.64/Dumpster | 4 Dumpster x 4.33 | \$1362.99 |
| • Additional Cart or Dumpster Services | n/a | n/a | \$ |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2D | | | \$8,459.72 ^{2.1d} |

| 2E. Litter Collection (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g) | | | |
|--|---------------|----------------------|----------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Litter Rate Per Mile Alleys (1.0 miles) | \$186.09/mile | 1.0 miles x 4.33 | \$805.77 |
| Litter (As-Needed) Hours Spent | \$150.00/hour | 4 hours x 4.33 | \$2,598.00 |
| Additional Litter (As-Needed) (up to 200% more hours) | \$150.00/hour | 8 hours x 4.33 | \$5,196.00 |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2E | | | \$8,599.77 ^{2.1e} |

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

| Monthly Amount for Task 2A | Monthly Amount for Task 2B | Monthly Amount for Task 2C | Monthly Amount for Task 2D | Monthly Amount for Task 2E | Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E |
|---|-----------------------------|----------------------------|----------------------------|----------------------------|---|
| \$436.00 ^{2.1a} | \$15,744.53 ^{2.1b} | \$1,299.00 ^{2.1c} | \$8,459.72 ^{2.1d} | \$8,599.77 ^{2.1e} | \$34,539.02 ^{2.1abode} |
| Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E | | | | | Proposed Annual Amount for Task 2 |
| \$34,539.02 ^{2.1abode} | | | | | \$414,468.20 ^{2.1} |
| Four hundred fourteen thousand four hundred sixty eight ²⁰ 100 | | | | | |
| WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1 | | | | | |

ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.1.1 Task 2 Emergency Service Fees
Altadena/Kinneloa Mesa

FORM PW-2.1.1

Task 2 Emergency Service Fees Altadena/Kinneloa Mesa

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

| Services | Rate (billed to COUNTY) |
|---|--|
| Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1) | |
| Automated Collection Services and/or Bulky Items | Comparable Municipal Solid Waste fees |
| Solid Waste not in Containers (Exhibit 3A2 F2) | |
| Solid Waste not in Containers | \$ <u>70.7</u> /ton and \$ <u>30.7</u> /cubic yard |
| Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3) | |
| Roll-Off Containers or Drop-Off Events | Comparable Municipal Solid Waste fees |
| Palm Frond Collection (Exhibit 3A2 F4) | |
| Palm Frond Collection | \$ <u>215.7</u> /hour per Vehicle |
| Waste in Right-of-Way (Exhibit 3A2 F5) | |
| Waste in Right-of-Way <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal | Comparable fees to Attachment 7-3 with a negotiated adjustment for distance. |

FORM PW-2.1.1

**Schedule of Prices
Altadena/Kinneloa Mesa**

Values for Task 1 and Task 2 in the table below are to be transferred from Task 1 Service Fees and Task 2 Service Fees. Please note that the Total Proposed Annual Amount For Tasks 1 + 2 in the table below is the amount that is evaluated.

| Total Proposed Annual Amount for Task 1 | Total Proposed Annual Amount for Task 2 | TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2 |
|--|---|--|
| \$5,384,692.08 ^{1.1} | + \$414,468.20 ^{2.1} | = \$5,799,160.28 |
| TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL) | | |
| Five million seven hundred ninety nine thousand one hundred sixty 28/100 | | |

| | | |
|---|-----------------------------------|--------------|
| LEGAL NAME OF PROPOSER | | |
| Universal Waste Systems Inc. | | |
| NAME OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| Mark Blackburn | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
|  | | |
| TITLE OF AUTHORIZED PERSON | | |
| President | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| 3/20/22 | | |
| PROPOSER'S ADDRESS | | |
| 9010 Norwalk Blvd. SFS CA 90670 | | |
| PHONE | E-MAIL | |
| (909) 859-5731 | matt@lwscompany.com | |

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 five days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

| No. | Description of Liquidated Damage | Amount |
|--------------------------|---|---|
| CUSTOMER SERVICE | | |
| C01 | For each failure to honor commitment to resolve a 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 per incident |
| CONTRACT LANGUAGE | | |
| 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"> • Customer and Occupant correspondence under item F of Section 4 • Publicity materials under item G1 of Section 4; • News releases and trade journal articles related to Solid Waste Collection services, under item G2 of Section 4 • Customer and Occupant outreach materials under item L of Exhibit 3A1. | \$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. This includes Section 17 and Exhibit 17 Contractor Documentation. | \$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 item F of Section 1. | \$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 |
| REPORTING TO COUNTY | | |
| R01 | Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10. | \$100 per day |
| R02 | Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17. | \$200 per day |
| R03 | Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17 | \$300 per day |
| R04 | Failure to report adverse information in accordance with item C of Section 10. | \$300 per occurrence |
| R05 | Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 17. | \$100 per day |
| R06 | Failure to submit GPS Reports or video in accordance with item E9 of Section 3C | \$100 per day per vehicle |
| SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY | | |
| 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 E7 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 3A1. | \$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. | \$500 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 A2 and A4 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), 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 Section 3C. | \$100 per Vehicle per day |
| S21 | Failure to remove graffiti and other markings from a Container within 7 days of observing it or having it reported to CONTRACTOR; 2 days for obscenities, in accordance with item D7 of Exhibit 3A1. | \$50 per Container per occurrence, per week |

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: MB

COUNTY CS
Initial Here: _____

Intentionally left blank

EXHIBIT 16 – Contract Service Area Information

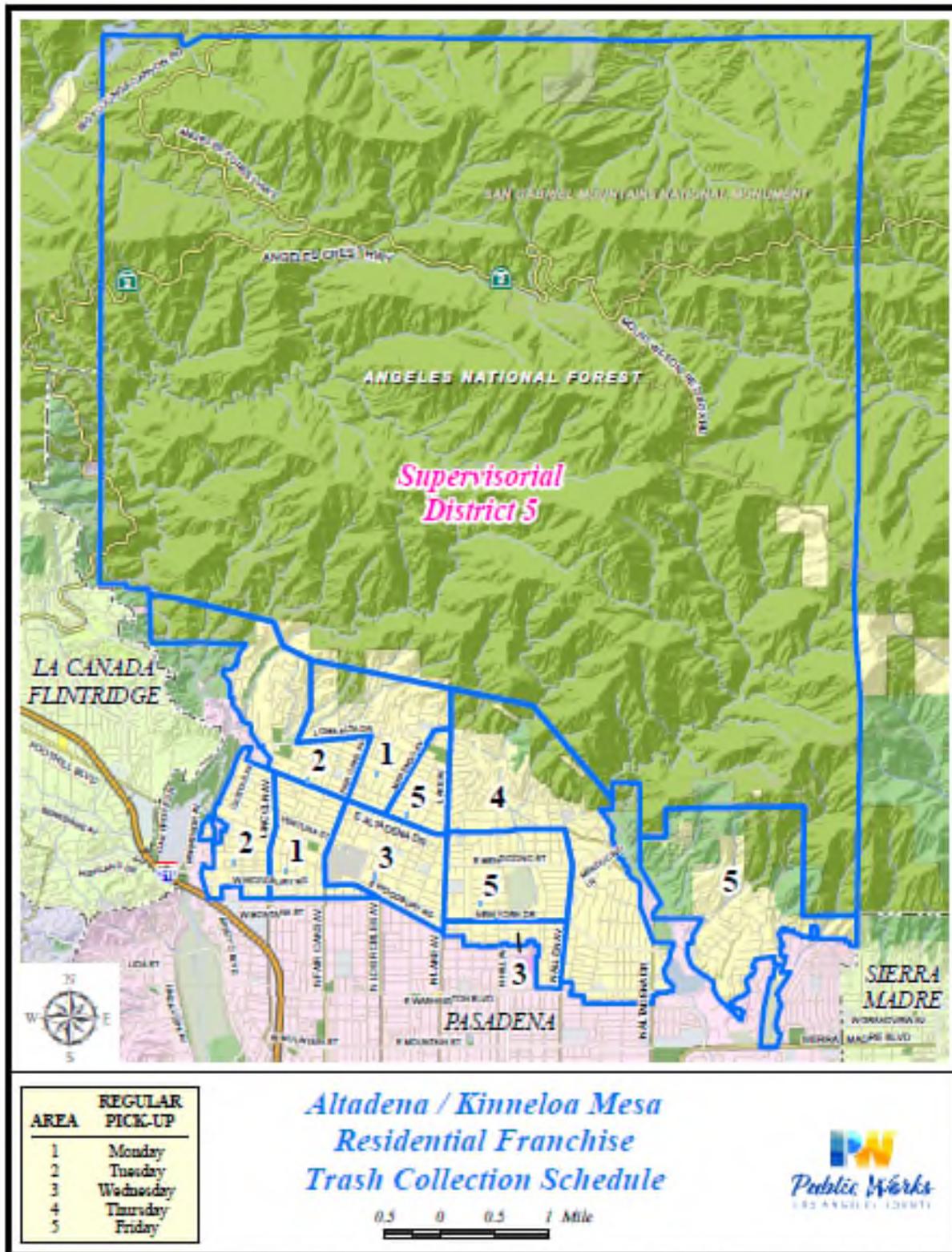
A. Maps

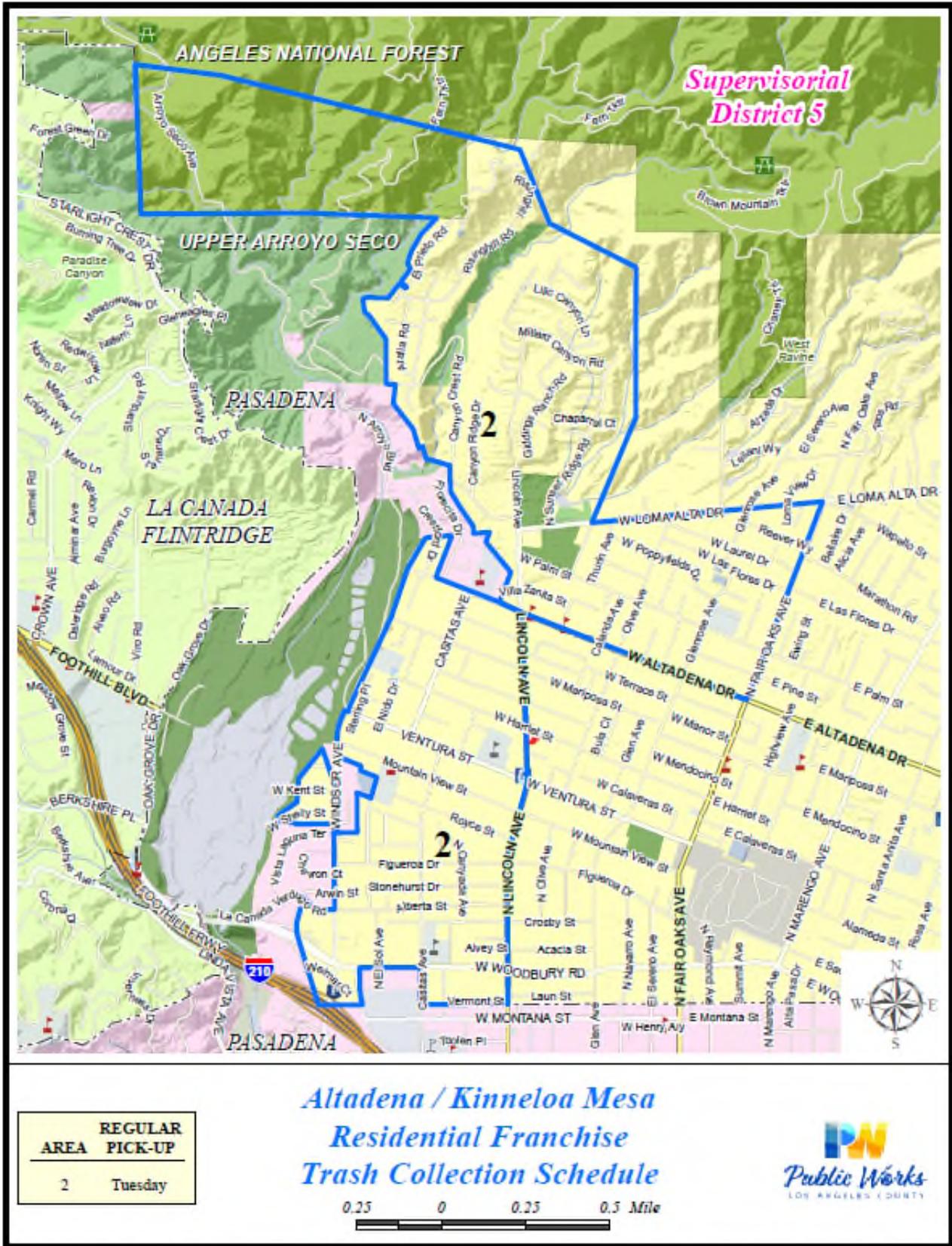
B. Sample Graphics

C. Lists

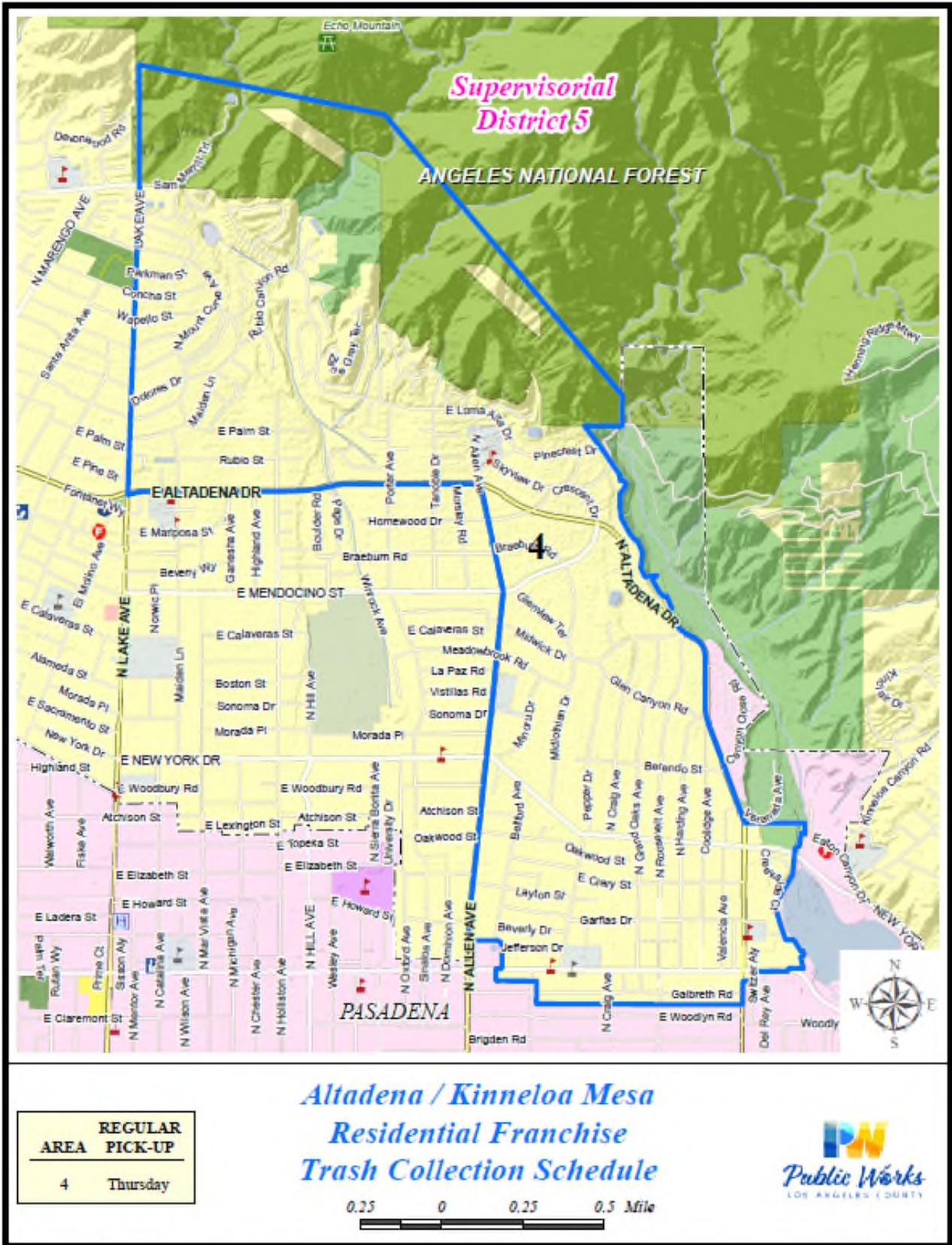
D. Outreach

16.A.1 Service Area and Collection Schedule

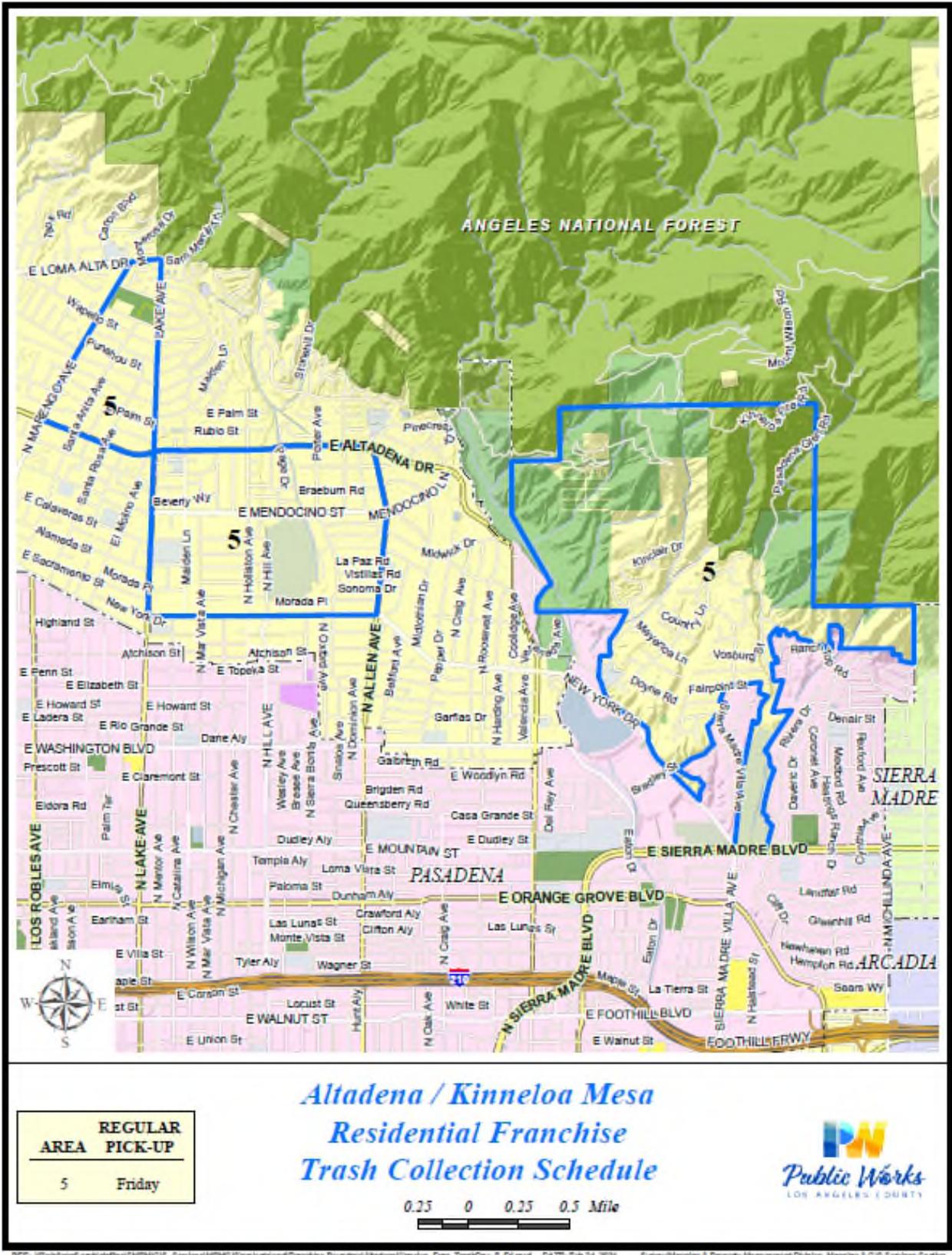




REF: \\pasd\gms\enb\gms\GIS_Serv\work\GIS\proj\proj\proj\Franchise_Boundary\Altadena\Kinneloa_Mesa_Trash_Col_2_Tue.mxd DATE: Feb 24, 2021 Survey/Mapping & Property Management Division, Mapping & GIS Services Section

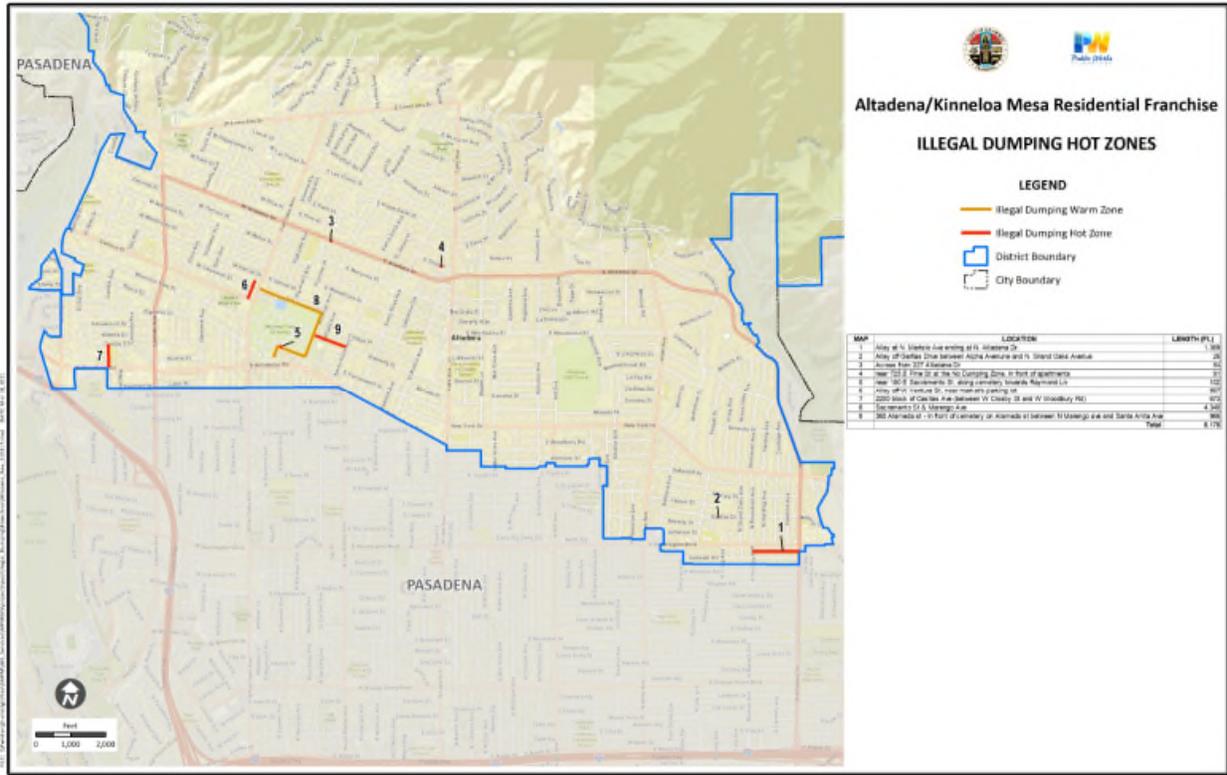


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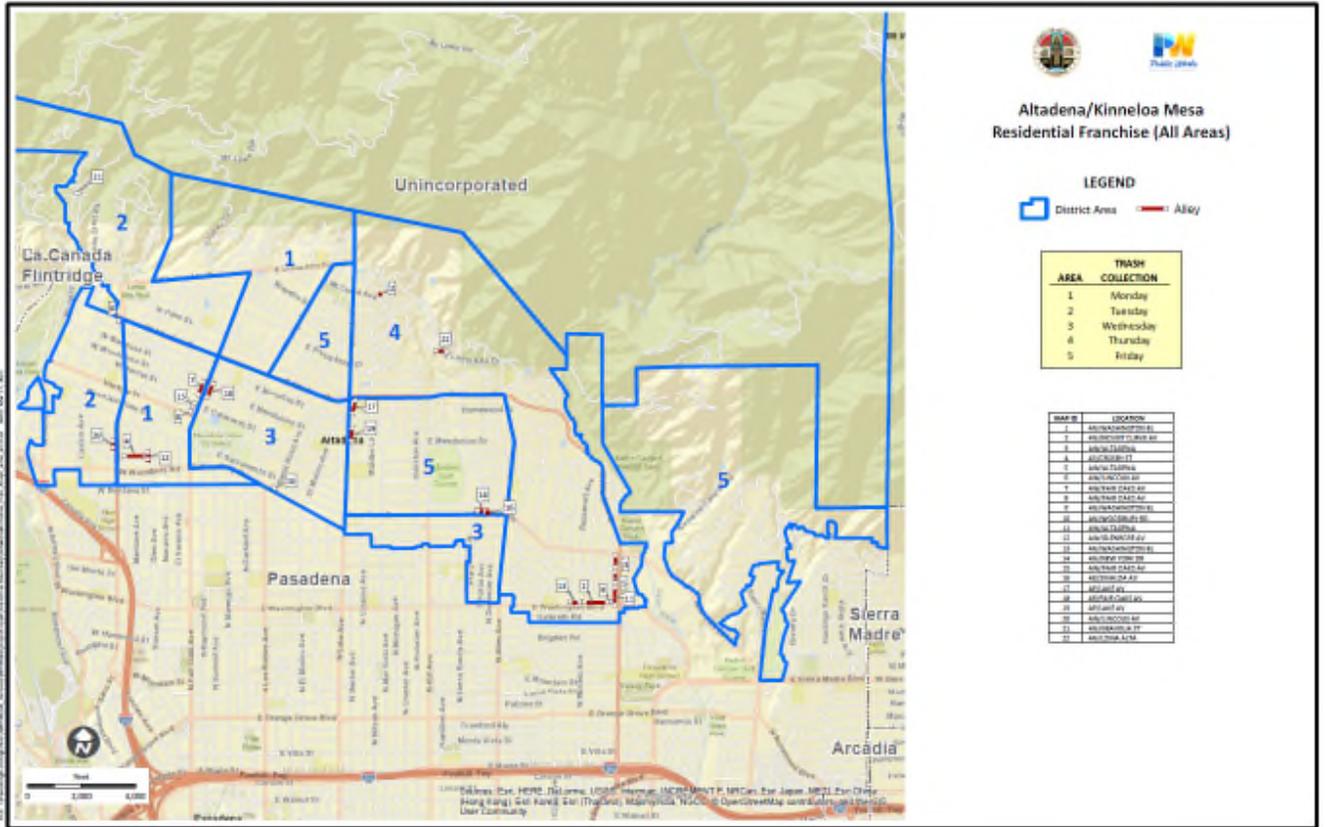


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16.A.2 Illegal Dumping Hot Zones



16.A.5 Alleys



16.B.1 Cart Lid Labels

TRASH ONLY / BASURA SOLAMENTE

ACCEPTABLE

Palm Fronds
Household Waste

NOT ACCEPTABLE

Green Waste
Recyclables
Concrete
Construction Debris
*Hazardous and
Electronic Waste

ACEPTABLES

Hojas de palmeras
Residuos domésticos

NO ACEPTABLES

Deshechos verdes
Reciclables
Concreto
Residuos de construcción
*Desechos peligrosos y
Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

RECYCLABLES ONLY / RECICLABLES SOLAMENTE

ACCEPTABLE

Paper
Aluminum
Metal
Cardboard
Plastic Bottles
Glass

NOT ACCEPTABLE

Garbage
Fluids
Batteries
Diapers
Green Waste
Styrofoam
*Hazardous and
Electronic Waste

ACEPTABLES

El localizador
Aluminio
Metal
Cartón
Botellas de plástico
Vidrio

NO ACEPTABLES

Basura
Líquidos
Baterías
Pañales
Deshechos verdes
Espuma de poliestireno
*Desechos peligrosos y
Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888XXX-XXXX

*Anticongelante, limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888XXX-XXXX

GREEN WASTE ONLY / DESECHOS VERDES SOLAMENTE

ACCEPTABLE

Leaves
Grass Clippings
Branches
Brush
Saw Dust
Tree Trimmings

NOT ACCEPTABLE

Construction Debris
Garbage
Palm Tree Trimmings
Palm Fronds
Cactus
Rocks
Plastic or Paper Bags
Animal Waste
*Hazardous and
Electronic Waste

ACEPTABLES

Hojas
Recortes de Césped
Ramas
Arbusto
Aserrín
Recortes de árboles

NO ACEPTABLES

Residuos de construcción
Basura
Recortes de palmeras
Hojas de palmeras
Nopal
Piedra
Bolsas de plástico o papel
Deshechos de mascotas
*Desechos peligrosos y
Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact (Waste Hauler Name) 1-888 XXX-XXXX.

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con (Waste Hauler Name) 1-888 XXX-XXXX.

WARNING
NO SCAVENGING
DO NOT REMOVE MATERIALS
PUNISHABLE BY FINE UP TO \$5,000

Los Angeles County Code § 20.72.196
California Public Resources Code § 41953

ADVERTENCIA
NO SE PERMITE
REMOVER MATERIALES
RECICLABLES
SE APLICARAN MULTAS HASTA \$5,000

Código del Condado de Los Angeles § 20.72.196
Código de los Recursos Públicos de California § 41953

Item 16.B.2 – Dumpster Labels

Please place these items in the recycling bin
Por favor coloque estos artículos en el contenedor de reciclaje

| | | | | |
|--|--|---|--|--|
| <p>Office Paper Papel De Oficina</p>  | <p>Aluminum, Tin, Metal, Bi-metal Aluminio, Lata, Bi-metálico</p>  | <p>Glass Vidrio</p>  | <p>Plastics Plásticos</p>  | <p>Clean, Small, Pieces of Wood Pedazos Pequeños De Madera</p>  |
| <p>Newspapers, Magazines, Junk Mail Periódicos, Revistas y Correo No Deseado</p>  | <p>NO:</p> <div style="background-color: red; color: white; padding: 5px; display: inline-block;"> <p>Food Waste <i>Desperdicios De Comida</i></p> <p>Construction Material <i>Materiales De Construcción</i></p> <p>Hazardous Waste <i>Residuos Peligrosos</i></p> </div> <div style="background-color: red; color: white; padding: 5px; display: inline-block; margin-left: 20px;"> <p>Yard Waste <i>Desperdicios De Jardín</i></p> <p>Appliances and Electronics <i>Aparatos de Electrodomésticos y Electrónicos</i></p> </div> | | <p>Cardboard and Dry Food Boxes Cajas De Cartón y de Alimentos</p>  | |

Waste Hauler Logo 

STOP Sample **STOP**

No Hazardous Waste

Please do not place hazardous waste materials in this bin.
Examples of items that are prohibited include:

| | |
|--|--|
| <ul style="list-style-type: none"> All batteries Paint Pesticides Household cleaners/chemicals Vehicle fluids (antifreeze, motor oil, etc.) | <ul style="list-style-type: none"> Prescription drugs Sharps (syringes, lancets) All other hazardous waste labeled toxic, poison, corrosive, flammable, combustible or irritant |
|--|--|

NO:       

Waste Hauler Logo 

Residents may dispose of these materials for free by contacting (888) CleanLA or visit www.CleanLA.com

WARNING

NO SCAVENGING

DO NOT REMOVE MATERIALS
PUNISHABLE BY FINE UP TO \$5,000

Los Angeles County Code § 20.72.196
California Public Resources Code § 41953

Waste Hauler
Logo



ADVERTENCIA

NO SE PERMITE REBUSCAR

NO REMUEVA MATERIALES
CASTIGABLE CON MULTA DE HASTA \$5,000

Código del Condado de Los Angeles § 20.72.196
Código de Los Recursos Públicos de California § 41953

Item 16.B.3 – Vehicle Billboards



Item 16.C.1 - Street and Alley Miles

| Franchise | Street Miles | Alley Miles |
|------------------------|---------------------|--------------------|
| Altadena/Kinneloa Mesa | 222.51 | 2.88 |

Please note that the proposer is still responsible for independently investigating service conditions in this area.

Item 16.C.5 – Customer Information

| Name of Residential Franchise Area | Number of Customers (as of 4th Quarter 2020) | Number of Containers of Each Size | | | | | |
|------------------------------------|--|-----------------------------------|-----------|-----------|-----------------------------|-----------|-----------|
| | | Number of Refuse Carts | | | Number of Recyclables Carts | | |
| | | 96-Gallon | 64-Gallon | 36-Gallon | 96-Gallon | 64-Gallon | 36-Gallon |
| Altadena/Kinneloa Mesa | 12,514 | 12,232 | 689 | 1,154 | 12,196 | 775 | 701 |

| Name of Residential Franchise Area | Number of Containers of Each Size | | | | | |
|------------------------------------|-----------------------------------|-----------|-----------|------------------------|-----------|-----------|
| | Number of Green Waste Carts | | | Number of Manure Carts | | |
| | 96-Gallon | 64-Gallon | 36-Gallon | 96-Gallon | 64-Gallon | 36-Gallon |
| Altadena/Kinneloa Mesa | 15,616 | 723 | 365 | 0 | 45 | 0 |

| Name of Residential Franchise Area | Customers with Senior Discount | Extra Services | | | | Extra Containers | | |
|------------------------------------|-----------------------------------|---|---|---|---|---|--|---|
| | | Number of Customers Subscribed to Hard- to-Service | Number of Customers Subscribed to Roll-Out Service | Number of Customers Subscribed to Bear Carts | Number of Customers Subscribed to Manure Service | Number of Customers with 1 Extra Refuse Cart | Number of Customers with 1 Extra Recyclables Cart | Number of Customers with 1 Extra Green Cart |
| Altadena/Kinneloa Mesa | 1,768 | 572 | 482 | 399 | 39 | 1,148 | 1,120 | 3,508 |

Item 16.C.7 – Tonnages

| Name of Residential Franchise Area | Solid Waste (in tons) Collected in 2018 | | | Solid Waste (in tons) Collected in 2019 | | | Solid Waste (in tons) Collected in 2020 | | | Annual Clean-Up Tonnage (in tons) | | | Abandoned Waste Tonnage (in tons) | | |
|------------------------------------|---|-------------|-------------|---|-------------|-------------|---|-------------|-------------|-----------------------------------|------|------|-----------------------------------|-------|-------|
| | Refuse ** | Recyclables | Green Waste | Refuse ** | Recyclables | Green Waste | Refuse ** | Recyclables | Green Waste | 2017 | 2018 | 2019 | 2018 | 2019 | 2020 |
| Altadena/Kinneloa Mesa | 16,036 | 2,537 | 8,812 | 16,845 | 2,188 | 9,415 | 23,217 | 1,306 | 7,691 | 256 | 279 | 302 | 9.63 | 22.30 | 19.47 |

* The information contained in this table was reported by the current franchisee. However, the proposer is still responsible for independently investigating service conditions in these areas.

** These numbers include a portion of the bulky items that was disposed. Please note that information regarding the total number and actual tonnage of bulky items collected is not available.

16.D.1 County and Contractor Letters

County Letter

(County Letterhead)

XXXX XX, 2017

Dear Property Owner/Tenant:

TRASH COLLECTION SERVICE FOR (NAME OF SERVICE AREA)

The County of Los Angeles Board of Supervisors recently awarded (NAME OF NEW WASTE HAULER) an exclusive seven-year franchise to provide trash collection and recycling services in carts to all single-family and two-unit residential properties within the unincorporated communities of (NAME OF SERVICE AREA) commencing on XXXX XX, 2017. As the administrator of the franchise, Public Works is committed to enhancing the quality of service in your community.

I am pleased to report that the monthly basic rate for standard service will be lowered to \$XX.XX. Please refer to the fact sheet in back of this letter for more information regarding your new service. In addition, (NAME OF NEW WASTE HAULER) will send a welcome packet further explaining the new services as well as information regarding the collection of current carts and delivery of new carts. All outstanding bills to your current waste hauler, (NAME OF OLD WASTE HAULER), should be paid by XXXX XX, 2017.

Multifamily properties (three units or more, condominiums and town homes) and commercial properties have the option to receive their trash and recycling services by continuing bin/dumpster service through their existing hauler, subscribing with any of the County's authorized commercial franchise hauler, or may receive the new franchise cart service by contacting (NAME OF NEW WASTE HAULER) at the number below.

In addition, to ensure a successful and smooth transition, (NAME OF NEW WASTE HAULER) will be conducting community meetings in order to provide additional information and answer questions. Further details to these meetings will be provided by (NAME OF NEW WASTE HAULER) in the upcoming weeks and will also be posted at our website at www.CleanLA.com.

If you have any questions, please call our franchise hotline at 1(888) CLEAN LA (253-2652), Monday through Thursday, 7 a.m. to 5 p.m. You may also contact (NAME OF NEW WASTE HAULER) Customer Service Department at (800) XXX-XXXX, Monday through Friday, 7 a.m. to 5 p.m. and Saturday, 8 a.m. to 12 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

STEVEN E. MILEWSKI
Senior Civil Engineer
Environmental Programs Division

CW:



County of Los Angeles Department of Public Works

(NAME OF SERVICE AREA)
TRASH COLLECTION FRANCHISE



When will the new franchise waste collection services begin?

The new services are scheduled to begin XXXX XX, 2017.

Who will be my new waste hauler?

(NAME OF NEW WASTE HAULER) will be your new waste hauler.

How was the new waste hauler selected?

The County utilizes a competitive process in selecting a waste hauler. Invitations are sent to all permitted waste haulers to submit proposals. The proposals are then evaluated based on specified criteria such as proposed rate, work plan, experience, financial strength, and other factors. This process ensures quality service at competitive rates.

What will my new rate be under the new agreement?

Beginning on (DATE OF FIRST DAY OF SERVICE), the rates will be \$XX.XX per month for basic service and \$XX.XX per month with senior discount (for qualifying seniors). These rates will be fixed for at least the first year of service.

What if I have questions?

Call (NAME OF NEW WASTE HAULER) Customer Service Department at (800) XXX-XXXX, call the County at 1(888) CLEAN LA (253-2652), or attend the community meetings.

What service features are included in the basic rate?

All (NAME OF NEW WASTE HAULER) customers receive:

- Once a week automated refuse, green-waste and recyclables collection service
- One 96-gallon trash cart, one 96-gallon green-waste cart, and one 96-gallon recyclables cart (carts smaller than 96-gallon are available upon request)
- One extra green-waste cart and/or one extra recyclable cart free of charge, upon request
- Additional carts beyond the allotted free carts can be requested at the low rate of \$5 per month
- Holiday Tree curbside collection service
- Annual curbside clean-up event (including electronic waste) for residential customers
- Four (4) on call pick-ups a year of bulky items
- Four (4) on call pick-ups a year of excess green-waste in bags and bundles
- Four (4) on call pick-ups a year of excess trash in bags
- SHARPS collection and disposal services for needle, lancets, etc. upon request
- Roll-out service for qualifying elderly and/or disabled customers, upon request
- 25 percent senior discount for heads of household 62 or older who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 35-gallon cart for trash
- Collection and disposal of abandoned waste found in alleys and public right-of-ways
- Mulch and compost giveaways

Contractor Letter

(Waste Hauler Letterhead)

Dear Customer:

The County of Los Angeles Board of Supervisors recently awarded an exclusive seven-year franchise agreement to (NAME OF NEW WASTE HAULER) to provide trash collection and recycling services in carts to all single-family and two-unit residential properties within the (NAME OF SERVICE AREA) franchise area. Effective (XXXXX XX, 2017), (NAME OF NEW WASTE HAULER) will be the new waste hauler for your community. We look forward to providing you the highest quality of solid waste and recycling services.

Standard services will include three new 96-gallon carts: one black for household trash, one blue cart for recyclables, and one green cart for green waste at a monthly rate of \$XX.XX per month, a savings of XX%. As a (NAME OF NEW WASTE HAULER) customer, you are also entitled to free on-call bulky item collections four times per year, holiday tree collection, and curbside community cleanups. Senior residents may be eligible for a 25% discount if they meet the criteria. For a summary of your new services and rates, enclosed are the Rate Sheet and Terms and Conditions. Please contact our Customer Service Department for additional information or to request special services such as roll-out/back yard service, discount (senior), smaller 64 or 32-gallon carts, or extra carts.

Your new 96-gallon carts will be delivered between the hours of 6:00 am to 6:00 pm on one of your trash collection days during the period of XXXXX XX, 2017 through XXXXX XX, 2017. Removal of your (NAME OF OLD WASTE HAULER) carts will occur simultaneously the same day. If delivery and removal do not occur by 6:00 pm, please take in your (NAME OF OLD WASTE HAULER) carts and remember to continue taking them out and leaving them at curbside up to 6:00 pm on the following trash collection day until they are removed and new (NAME OF NEW WASTE HAULER) carts are delivered. Please begin using your new (NAME OF NEW WASTE HAULER) carts as you receive them and (NAME OF OLD WASTE HAULER) will service them until October 31, 2014. (NAME OF NEW WASTE HAULER) will begin service under the new franchise agreement on XXXXX XX, 2017.

To better provide residents with information regarding services under the new franchise agreement and answer questions that residents may have, (NAME OF NEW WASTE HAULER) will be conducting community information meetings. These meetings will be held at the (NAME OF LOCATION AND ADDRESS), on the following dates:

- Thursday, XXXXX XX, 2017, at 6:00 p.m.
- Saturday, XXXXX XX, 2017, at 10:00 a.m.

(NAME OF NEW WASTE HAULER) is a family owned and operated local solid waste and recycling company serving Southern California since 1986. Our ownership is three generations strong with a combined total of close to 100 years' experience in the waste and recycling industry, and we look forward to providing your solid waste and recycling needs. We greatly appreciate the opportunity to provide quality service in your community.

Should you have any questions or concerns, please contact us toll-free at XXX-XXX-XXXX Monday through Friday from 7:00 am to 5:00 pm and Saturdays from 8:00 am to 12:00 pm.

Sincerely,
(NAME OF NEW WASTE HAULER)

16.D.2 Non-Collection Notice

Hauler Logo

NON-COLLECTION NOTICE

Your container was not collected due to the reasons checked below. Please contact (Waste Hauler Name) customer service when corrections have been made.

- 1. Unpermitted waste such as household hazardous waste, electronic waste, batteries, and fluorescent tubes were placed in the containers. Contact the County of Los Angeles hotline at 1(888) Clean LA or visit their website at www.CleanLA.com for more information.
- 2. Due to unsafe service conditions.
- 3. ALL waste must be inside containers provided to you with the exception of pre-arranged bulky or excess item pick-ups.
- 4. Your containers or bulky item waste was not set out at the collection set out site.
- 5. Your container exceeds weight limitations (Waste Hauler to provide maximum weight restrictions for each size of cart and/or dumpster).
- 6. Your account is past due.
- 7. Premises are not safely accessible to vehicles.
- 8. Your recyclables (blue) container is contaminated with trash and/or green waste, and/or manure.
- 9. Your organics container is contaminated with trash and/or recyclables, and/or manure.
- 10. Your trash container is contaminated with manure.
- 11. Your manure container is contaminated with trash and/or recyclables, and/or organics.
- 12. Other: _____

If the above is corrected by 12:00 p.m. today, please contact our customer service department at (Waste Hauler Telephone Number) and we will return and collect today at no charge.

16.D.3 Terms and Conditions

TERMS AND CONDITIONS

What We Will Collect. We will collect residential 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 certain electronic devices in your trash. These include: most paints, pesticides, petroleum derivatives such as motor oil and solvents, electronic devices such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens. Other items banned from disposal include: batteries, thermostats, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, calculators, aerosol cans, fluorescent lights, and certain mercury-containing devices. If these items are identified in your trash, your cart will be tagged and not serviced. Certain electronic devices may be separately collected. For additional safe and legal disposal options, call 1(888) CLEAN LA or visit www.CleanLA.com.

When We Will Collect. We will make collections once a week between the hours of 6:00 a.m. to 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 3:00 p.m. or on the next collection day if you call after 3:00 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 pick-ups, and occasional 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.

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.

Difficult to Service. At a charge listed on the rate sheet, this service is available to difficult to service areas, such as cul-de-sacs or hills, where automated collection vehicles cannot safely drive or to any other customer upon request.

Weight Limitations of Carts. The weight limit for each automated cart is as follows: 96 gallon cart = XXXX lbs., 64 gallon cart = XXXX lbs., 32 gallon cart = XXXX lbs. If carts are found to be over these weight limits, they will be tagged and not serviced.

Annual Curbside Clean-Up Event. We will conduct a Clean-Up Event once per year wherein we will collect unlimited amounts of bulky items, excess solid waste, up to 3 passenger cars 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. 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 25th. You must strip them of ornaments, garlands, tinsel, flocking and stands.

On-Call Bagged Green Waste Pickups. We will collect extra green waste set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Green waste must be in bags or bound bundles less than 4 feet in length, up to 10 bags/bundles per pickup, four times per year at no additional charge.

On-Call Bagged Refuse Pickups. We will collect extra refuse set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Refuse must be in bags, up to 5 bags per pickup, four times per year, at no additional charge.

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 4 times per year with a maximum of 10 items 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, in excess of four 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.

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 mail 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 terminate service without cause 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.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at 1-888-XXX-XXXX between 7am and 6pm weekdays, except holidays and from 7am to 12pm on Saturday. You may come to our office located at (WASTE HAULER ADDRESS) or you may mail correspondence to our office address. If we do not satisfactorily resolve any complaint, you may call the County at 1-888-CLEAN LA (or 253-2662).

Thank you for allowing (WASTE HAULER NAME) to serve you!

16.D.4 Service Brochure

Residential

| | | | |
|--|--|--|---|
| <p>HOLIDAY TREE COLLECTION Collection of holiday trees (i.e., Christmas trees, Hanukkah bush, etc.) from the curb on regularly scheduled collection day.</p> <p>ANNUAL CURBSIDE CLEANUP A cleanup event scheduled once per year wherein all bulky items, excess trash, and excess green waste will be collected from the curbs.</p> <p>MOVE IN/MOVE OUT Bulky items, up to a maximum of 10 items per pickup, will be collected within 14 days of customer account being opened or closed.</p> <p>SHARPS COLLECTION Upon receiving request from customer, up to four Sharps containers per year will be provided, along with a pre-paid postage container to mail back filled Sharps containers for disposal.</p> <p>MULCH AND COMPOST EVENTS A drive-up event wherein customers can receive mulch and/or compost. Dates and details of the events will be announced two weeks in advance.</p> <p>ROLL-OUT SERVICES For qualified elderly and disabled customers, carts will be rolled out from customer's storage to the collection vehicle then back to storage at no additional cost. This service is available for other customers, upon request, for a charge listed on the rate sheet.</p> <p>HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR ELDERLY AND DISABLED Upon request from qualified customer, household hazardous waste will be collected from set-out site agreed upon with the customer.</p> | <p style="text-align: center;">WHO TO CONTACT</p> <p style="text-align: center;">WASTE HAULER</p> <p>For service questions or requests: Please contact your waste hauler.</p> <p style="text-align: center;">PUBLIC WORKS</p> <p>For general or environmental questions or for customer service complaints: 1(800) CleanLA.com or www.CleanLA.com</p> | <p style="text-align: center;">A Guide to Trash Service</p>  <p style="text-align: center;">Residential Trash and Recyclables Program</p> <p style="text-align: center;">Unincorporated Los Angeles County Communities</p> | <p style="text-align: center;">BASIC SERVICES INCLUDED</p> <p>WASTE COLLECTION Automated collection of trash, recyclables, and organics each week on a regular collection day(s).</p> <p>CARTS Set of one 64-gallon black, one 96-gallon blue, and one 96-gallon green cart are provided.</p> <p>EXTRA CARTS AT NO ADDITIONAL CHARGE Upon request, one additional 96-gallon blue and/or one additional 96-gallon green cart.</p> <p>ALTERNATIVE SIZE CARTS Upon request, if you have space limitations, you may receive either 64 or 32-gallon carts.</p> <p>BULKY ITEM PICK-UP Up to four times per year, with a maximum of 10 items per pickup, bulky items (i.e., refrigerators, couches, etc.) will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p>EXCESS TRASH PICKUP Up to four times per year, with a maximum of 5 bags per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p>EXCESS GREEN WASTE PICKUP Up to four times per year, with a maximum of 10 bags or bundles per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> |
|--|--|--|---|

| | | | |
|---|--|--|---|
| <p style="text-align: center;">Black Cart is for Trash</p>  <p>Your BLACK cart is for trash. Do not place trash in the Blue Recycling or Green Organics cart or it will not be collected. Additional trash carts are available, upon request, for a surcharge listed on the rate sheet. If your cart is damaged, it will be repaired or replaced at no charge.</p> <p>DO NOT place the following materials in the black carts:</p> <ul style="list-style-type: none"> + Batteries + Construction and Demolition Debris + Electronic Waste + Fluorescent Bulbs + Green Waste + Infectious Waste + Oil + Paint + Pesticides + Recyclables + Tires <p>For information on proper disposal of household hazardous waste, please call 1(800) Clean LA or visit the County's website at www.CleanLA.com.</p> | <p style="text-align: center;">Blue Cart is for Recyclables</p>  <p>Your BLUE cart is for recyclables. One additional Recyclable cart is available upon request, at no additional charge.</p> <p>Recyclable Items Include:</p> <ul style="list-style-type: none"> + Aluminum and metal + Aluminum cans + Aluminum foil + Brochures + Catalogs + Cardboard + Computer paper + Glass + Glass bottles and jars + Junk mail + Magazines + Mixed paper + Newspaper + Paper + Paper tubes + Plastic soda or water bottles + Tissue boxes + Phone books + #1 - #7 Plastic bottles + Used envelopes <p>REMEMBER: Please do not put trash in the Blue or Green carts</p> | <p style="text-align: center;">Green Cart is for Green Waste</p>  <p>Your GREEN cart is to be used for green waste materials only. Please do not place bagged green waste in the green cart.</p> <p>Green waste items include:</p> <ul style="list-style-type: none"> + Branches + Brush + Grass clippings + Leaves + Tree trimmings <p>DO NOT place the following materials in the black carts:</p> <ul style="list-style-type: none"> + Animal waste + Cactus + Construction debris + Garbage + Palm fronds + Palm tree trimmings + Plastic or paper bags | <p style="text-align: center;">FREQUENTLY ASKED QUESTIONS</p> <p>Who do I call to request services such as bulky item collection or replacement of damaged carts?</p> <p>All service requests, including replacement of damaged carts, must be made directly with the waste hauler.</p> <p>What happens if my waste hauler mixes my recyclable materials with the trash?</p> <p>Waste haulers are required to collect separately the trash, recyclable materials, and green waste. If you observe your waste hauler mixing recyclables or green waste with trash, we request that you please contact Public Works. Haulers found in violation may be fined for each occurrence. To ensure contract compliance, Public Works will have inspectors assigned to monitor trash collection in your area.</p> <p>Who can I call if I have a complaint about the trash collection services I receive?</p> <p>Residents are encouraged to contact the waste hauler first to resolve issues concerning the delivery of service. If the waste hauler fails to resolve any issue, please contact Public Works.</p> <p>How will the County ensure the residents receive quality service from the hauler?</p> <p>The County will monitor compliance with the service standards prescribed by the trash collection agreement and ensure residents receive quality service. Waste haulers who fail to meet these standards may be assessed fines or have their agreement terminated by the County for poor performance.</p> |
|---|--|--|---|

16.D.5 Rate Sheet

(WASTE HAULER LOGO)

Rate Sheet

XXXX 1, XXXX

To Our Valued (NAME OF SERVICE AREA) Customer:

The County of Los Angeles Board of Supervisors awarded (NAME OF WASTE HAULER) a contract to provide trash collection services in the (NAME OF SERVICE AREA) unincorporated community. The term of this contract is 7 years with two 2-year renewal options for a potential total contract term of eleven years. The initial 7-year term commenced on XXXX 1, 20XX and will end on XXXX 31, 20XX

Customers will be charged the rates shown below on a quarterly basis. (NAME OF WASTE HAULER) bills for services three months in advance. To request additional services or if you have any questions or concerns, please do not hesitate to call (WASTE HAULER NAME) customer service department, Monday thru Friday 8:00 a.m. to 5:00 p.m. or Saturday 8:00 a.m. to 1:00 p.m., at 1-800-XXX-XXXX.

Basic Service Fee: _____ \$XX.XX/quarter (\$XX.XX/month)

Basic Service Fee with Senior Discount ⁽¹⁾: _____ \$XX.XX/quarter (\$XX.XX/month)

⁽¹⁾ A Senior Discount of 25% will be given to residents who meet the following criteria: head of household, 62 or older, and who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 32-gallon cart for trash.

Additional Services and Surcharges: These services are available upon request.

Manure Service \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Bear-Resistant Cart \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Recyclables Cart with Gravity Lock \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional Containers Above Basic Service, each: \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional (more than four/year) on-call collection of bulky items, excess trash, and excess green waste \$XX.XX/collection (\$XX.XX/quarter with senior discount)

Difficult to Service: For any customer who requests this service or for difficult-to-service residential premises (such as hills or cul-de-sacs where collection vehicles cannot safely drive): \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Roll-out/backyard service: This service means (WASTE HAULER NAME) brings containers to the curb to be serviced by collection vehicle and returned to the back yard or other designated location for an additional fee of:

| | |
|------------------------------------|--|
| For Qualifying Customers: | Free |
| Minimum Service (0 to 10 Feet): | \$XX.XX/quarter (\$XX.XX/quarter with senior discount) |
| Full Service (11 Feet to 50 Feet): | \$XX.XX/quarter (\$XX.XX/quarter with senior discount) |
| Extended Full Service: | \$XX.XX/quarter (\$XX.XX/quarter with senior discount) |

EXHIBIT 17 – Contractor Documentation

All documentation listed below is to be attached to CONTRACT as Exhibit 17. 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. Including Green Waste Quarantine Zone Agreement with CDFA.

2. No Longer Used

3. Container Specifications

Include Container capacity options, 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. **No longer used**

10. **Sharps Collection (item H6 of Exhibit 3A1)**

11. **Mulch and Compost Giveaway Program (item H7 of Exhibit 3A1)**

12. **No longer used**

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 (Part 9H of Exhibit 5)***

c. ***SERVICES SAFETY OFFICIAL (Part 12E1 of Exhibit 5)***

16. **Route Maps**

Route maps are to indicate all starting and ending points.

17. 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; and
- 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 in the future; and
- Rate charged per ton of waste.

CONTRACTOR is to put the rate that facilities will charge per ton for Disposal and Diversion at the start of the CONTRACT on Form PW-2 and update the facility list and rates as they change.

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 AREAS OF ALTADENA/KINNELOA MESA
EXHIBIT 17—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 | 8 | m.B | CS |
| A.2 Intentionally Omitted | 1 | m.B | CS |
| A.3 Container Specifications | 9 | m.B | CS |
| A.4 Vehicle Specifications | 3 | m.B | CS |
| A.5 Subcontractors | 2 | m.B | CS |
| A.6 Office Address | 2 | m.B | CS |


_____ for DIRECTOR

9/21/22
_____ DATE


_____ CONTRACTOR

9-12-22
_____ DATE

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA
EXHIBIT 17—CONTRACTOR DOCUMENTATION
B. DIRECTOR CONSENT REQUIRED
SIGNATURE PAGE 2 of 3**

| TITLE | TOTAL NO. OF PAGES | CONTRACTOR INITIALS | COUNTY INITIALS |
|--|--------------------|---------------------|-----------------|
| B.1 Form on Non-Collection Notice | 2 | m.B | CS |
| B.2 Waiver of Liability | 2 | m.B | CS |
| B.3 Terms and Conditions Summary | 3 | m.B | CS |
| B.4 Unpermitted Waste Screening Protocol | 4 | m.B | CS |
| B.5 Acknowledgement | 2 | m.B | CS |
| B.6 Insurance and Performance Assurance | 11 | m.B | CS |
| B.7 Internal Revenue Service Notice 1015 | 2 | m.B | CS |
| B.8 Contractor's EEO Certification (Form PW-7) | 2 | m.B | CS |
| B.9 Intentionally Omitted | 1 | m.B | CS |
| B.10 Sharps Collection | 2 | m.B | CS |
| B.11 Mulch and Compost Giveaway Program | 2 | m.B | CS |
| B.12 Intentionally Omitted | 1 | m.B | CS |
| B.13 Director-Approved Subcontractors | 2 | m.B | CS |
| B.14 Backup Service Plan | 3 | m.B | CS |
| B.15 Key Personnel | 2 | m.B | CS |
| B.16 Route Maps | 4 | m.B | CS |
| B.17 Facilities and Solid Waste Facilities | 7 | m.B | CS |

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA
EXHIBIT 17—CONTRACTOR DOCUMENTATION
C. DIRECTOR CONSENT REQUIRED
SIGNATURE PAGE 3 of 3**

| | | | |
|--|---|-----|----|
| B.18 Additional Contractor Commitments | 2 | m.B | CS |
| B.19 Transition Roll-Out Plan | 5 | m.B | CS |
| B.20 Difficult to Service Occupants | 2 | m.B | CS |
| B.21 Movement of Green Waste | 9 | m.B | CS |



 for DIRECTOR

9/21/22

 DATE



 CONTRACTOR

9-12-22

 DATE

Exhibit 17 - Contractor Documentation

Item A.1 – CONTRACTOR’S PERMIT AND PERMIT APPLICATION

This item consists of 8 pages (including this page).

Section A.1: Contractor's Permit

Enclosed, please find the following **Universal Waste Systems** permits, as required.

- **Universal Waste Systems** County of Los Angeles Waste Collector Permit from the Los Angeles County Department of Health Services. The current Waste Collector Permit is operational for calendar year 2022 (**Number PRO157415**)
- **Universal Waste Systems** California Integrated Waste Management Board Covered E-Waste & Recycling permit for calendar year 2022 (**TPID #106293**)
- **Universal Waste Systems** California Integrated Waste Management Board Waste Tire Hauler permit for calendar year 2022 (**TPID # 1890051-01**);

Note: Parkhouse Tires hauls our tires ID#1000089-01

- **Universal Waste Systems** Department of Toxic Substances Control EPA Number as a hazardous waste generator/handler (CA) # CAL00332615

COUNTY OF LOS ANGELES
Public Health

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT
Valid Until 12/31/2022

PR Number: PR0157415
Program ID: COMMERCIAL
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address
UNIVERSAL WASTE SYSTEMS INC.
P.O.BOX 3038
WHITTIER, CA 90605

Facility Location
UNIVERSAL WASTE SYSTEMS
INC.
9016 NORWALK BLVD
SANTA FE SPRINGS, CA 90670

SW1



California Environmental Protection Agency



Department of
Resources Recycling and Recovery

Gavin Newsom
California Governor

Jared Blumenfeld
Secretary for Environmental Protection

Rachel Machi Wagoner
CalRecycle Director

May 20, 2022

Michelle Newsham
Universal Waste Systems, Inc.
PO Box 3038
Whittier, CA 90605

SUBJECT: Continued Participation in the Covered Electronic Waste Recycling Program

Dear Michelle Newsham:

The Department of Resources Recycling and Recovery (CalRecycle), in collaboration with the Department of Toxic Substances Control (DTSC), evaluated Universal Waste Systems, Inc.'s application to continue participating as an Approved Collector in the Covered Electronic Waste Recycling Program (Program) provided by California's Electronic Waste Recycling Act of 2003, as amended, and Title 14 of the California Code of Regulations (CCR), Division 7, Chapter 8.2, commencing with Section 18660.5.

This letter is to notify Universal Waste Systems, Inc. of the evaluation results.

Approval

Upon approval of an application, CalRecycle issues a unique Covered Electronic Waste Identification number (CEWID) to be used during transactions between Program participants and in Program related correspondence with CalRecycle. **Your previously issued CEWID number, 106293, remains active.** Effective May 20, 2022, your organization is approved to continue participating in the Program as an Approved Collector of covered electronic waste (CEW).

This application approval shall not be interpreted as a finding of compliance with applicable laws and regulations. Program Participants must operate in compliance with all applicable laws and regulations, including but not limited to those administered by CalRecycle and DTSC.

Please note CalRecycle may conduct subsequent audits, inspections, or investigations to further assess your organization's compliance, pursuant to Public Resources Code (PRC) Section 42479(c). Additionally, Section 42474(d), authorizes CalRecycle to impose administrative civil penalties against any person making a false statement or representation in documentation provided for purposes of compliance with the Program.

1001 I Street, Sacramento, CA 95814 | P.O. Box 4025, Sacramento, CA 95812
www.CalRecycle.ca.gov | (916) 322-4027

Michelle Newsham
May 20, 2022
Page 2 of 2

Participants and the public may view the current approval status on the CalRecycle maintained directory at www2.calrecycle.ca.gov/electronics/cew/participantsdirectory.

Approval Term

This approval remains in effect for two years provided the information in the application remains unchanged and your organization complies with the requirements of all applicable statutes and regulations.

Changes to an Approved Application

Pursuant to 14 CCR Section 18660.18, an approved participant in the Program shall notify CalRecycle, in writing, of changes to information contained in the approved application at least 30 days prior to changes taking effect. Failure to notify CalRecycle of changes may result in suspension or revocation of your approval.

You are encouraged to monitor Program developments affecting your approval status and legal obligations. Please note it is the responsibility of the participant to stay apprised of changes to applicable statutes and regulations. You may find information about changes to the program on www.calrecycle.ca.gov/electronics/cew/. Additionally, CalRecycle administers an e-mail listserv to provide interested parties with the latest information and updates. All e-mail accounts in your application were subscribed to the listserv accessible at www2.calrecycle.ca.gov/listservs/.

If you have questions regarding this notice that cannot be answered through the information provided on CalRecycle's website, please contact our Program via ewaste@calrecycle.ca.gov or (916) 341-6269.

Sincerely,

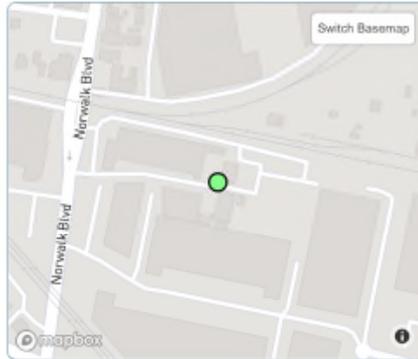
Andrew Hurst Digitally signed by Andrew Hurst
Date: 2022.05.20 14:46:51 -07'00'

Andrew Hurst
Supervising Senior Environmental Scientist
Covered Electronic Waste Recycling Program

Home » Electronics » Collector/Recycler » Details

Directory of Approved Collectors and Recyclers of Covered Electronic Waste

[New Search](#)



Organization
 Universal Waste Systems, Inc. (CEWID: 106293)
Current Status Approved As
Active Collector
Application Last Approved Renewal Application Due
 5/20/2022 2/20/2024
Physical Address Mailing Address
 9016 Norwalk Blvd P.O. Box 3038
 Santa Fe Springs, CA Whittier, CA 90605
 90670
Contact
 Carey Merrill (carey@uwscompany.com)
Phone Signatories
 (562) 941-4900 Michelle Newsham

Who Are You?

- [Consumer](#)
- [Collector/Recycler](#)
- [Manufacturer](#)
- [Retailer](#)
- [Local Government](#)

General Information

- [What is E-waste](#)
- [Where Can I Recycle It?](#)
- [Search for Approved Collectors and Recyclers](#)
- [CEW Recycling Program](#)

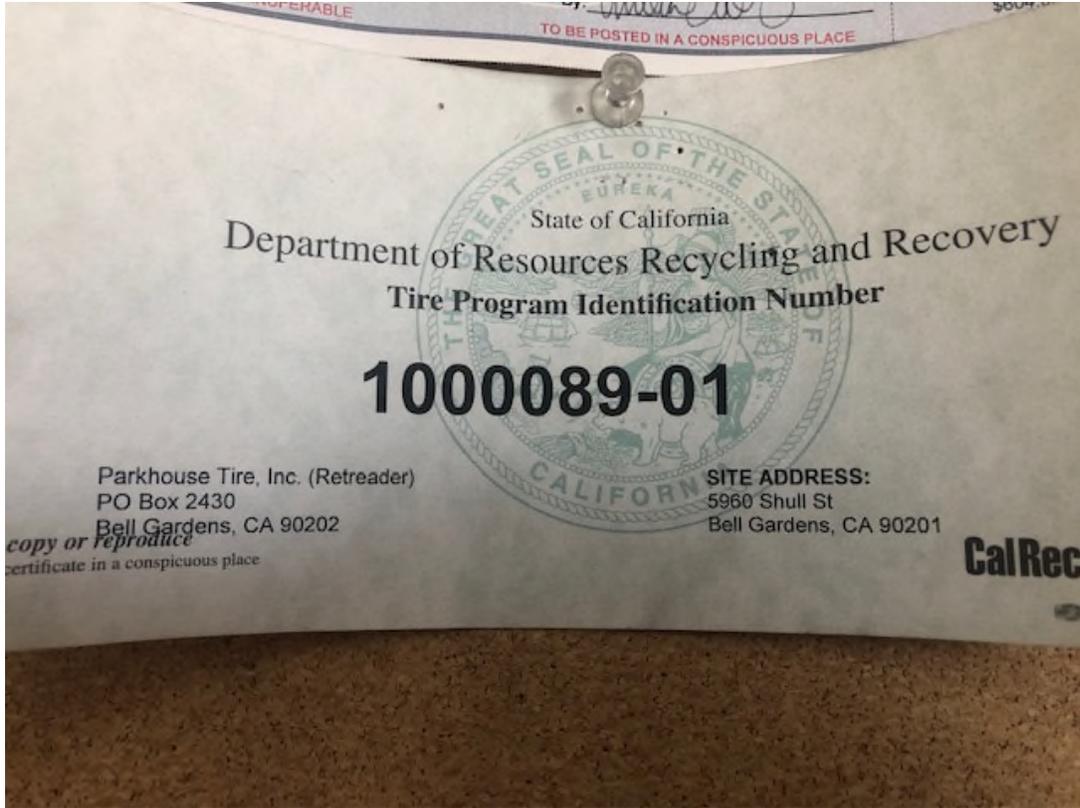
Resources

- [Regulatory Information](#)
- [News and Events](#)
- [Future of Electronic Waste Management in California](#)

| Collector Status | Started ↓ | Ended |
|------------------|-----------|-----------|
| Active | 8/4/2011 | |
| Inactive | 4/24/2009 | 8/04/2011 |
| Active | 5/11/2007 | 4/23/2009 |

Active – Applicant is or was approved to operate in the specified role for the date range indicated

Inactive – Applicant is or was NOT approved to operate in the specified role for the date range indicated



CA.GOV Search Settings

CalRecycle Programs Recycle Government Business Get Involved Newsroom About Us Help

- Key Topics**
- Tire Management Home
 - Haulers
 - Manifest Program
 - Facilities/Permitting
 - Enforcement
 - Recycling, Markets, & Products
 - Grants
- Related Links**
- WTMS Core Inspector Sign-In
 - WTMS Hauler Sign-In
 - WTMS Manifest Sign-In
 - Publications
 - Events
 - Resources
 - Staff Contacts

CalRecycle Home » Waste Tire Management » Facilities » Facilities Search

Waste Tire Program : Facilities Search

Submit a request to update my profile

Name: Site Number/TPID:

Permitted Waste Tire Facilities Registered Haulers Accept Tires from public

Hauls for public

Street Address: County:

State: City: Zip Code:

| | Organization Name ↑ | Site Number/TPID | Site Type | Site Address | Phone | Contact |
|---------------------------------------|----------------------------------|------------------|------------------|--|-------|---------|
| <input type="button" value="Select"/> | Parkhouse Tire, Inc. (Retreader) | 1000089 | Hauler Main Site | 5960 Shull St, Bell Gardens, CA 90201-6235 | | Deleted |

1 - 1 of 1 items

Waste Tire Program, <https://www.calrecycle.ca.gov/Tires/Manifest/>
 Hotline: (866) 896-0690 (toll free) WasteTires@calrecycle.ca.gov



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

EPA ID PROFILE

[Map](#)
ID Number: CAL000332615 **Status:** ACTIVE
Name: UNIVERSAL WASTE SYSTEMS INC **Inactive Date:**
County: LOS ANGELES **Record Entered:** 5/13/2008 8:30:51 AM
NAICS: 92411 **Last Updated:** 7/27/2022 11:43:05 AM

| | Name | Address | City | State | Zip Code | Phone |
|-----------------|-----------------------------|--------------------|------------------|-------|-----------|------------|
| Location | UNIVERSAL WASTE SYSTEMS INC | 9016 NORWALK BLVD | SANTA FE SPRINGS | CA | 906702532 | |
| Mailing | | 9010 NORWALK BLVD, | SANTA FE SPRINGS | CA | 906702532 | |
| Owner | UNIVERSAL WASTE SYSTEMS INC | 9010 NORWALK BLVD | SANTA FE SPRINGS | CA | 906792532 | 5629414900 |

Exhibit 17 - Contractor Documentation

Item A.2 – INTENTIONALLY OMITTED

Exhibit 17 - Contractor Documentation

Item A.3 – CONTAINER SPECIFICATIONS

This item consists of 9 pages (including this page).

Cart Listing:

On Order: 13,773 ea. 96 gallon
600 ea. 64 gallon
600 ea. 32 gallon

In Reserves:

Universal Waste Systems has ordered 44,919 carts plus the above on hand inventory for this franchise area. We have already ordered CARTS from Toter as of 07/28/2022 to satisfy the order. We estimate that this contract will require approximately 42,000 CARTS, leaving approximately 3,000 for reserves and backup.



1881 Frontera Rd. Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WO-10241755

Sell To:

Contact Name: Mark Blackburn
 Bill To Name: Universal Waste Systems Inc
 Bill To: 9916 Norwalk Blvd
 Santa Fe Springs, CA 90670
 USA
 Email: mblackburn@yahoo.com
 Phone: (509) 859-5547
 Mobile: 909-859-5547

Ship To Name: Universal Waste Systems Inc
 Ship To: TBD
 Altadena, CA 91001
 USA

Quote Information

Salesperson: Kerry Holmes
 Salesperson Email: kholmes@con-lab.com

Created Date: 7/26/2022
 Expiration Date: 8/10/2022
 Quote Number: WQ-10241755
 Please Reference Quote Number on all Purchase Orders

| Product | Product Description | Description | Selected Option | Quantity | Sales Price | Total Price |
|--------------------|--|--|--|-----------|-------------|--------------|
| **Plastics - 79296 | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart | Reflective Body Hot Stamp tape is not covered under warranty | ---Body Color - (200) Black ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in Other ---Lid Hot Stamp Insert- Read from Street (New) in White ---Wheels - 10in Snap-on ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs | 13,773.00 | \$48.50 | \$667,990.50 |
| **Plastics - 79296 | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart | Reflective Body Hot Stamp tape is not covered under warranty | ---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in Other ---Lid Hot Stamp Insert- Read from Street (New) in White ---Wheels - 10in Snap-on ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs | 13,773.00 | \$48.50 | \$667,990.50 |
| | | | ---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in Other ---Lid Hot Stamp Insert- Read | | | |



1681 Frontera Rd. Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-630-1124
 WC-10241755

| | | | | | | |
|---------------------|--|--|---|-----------|---------|--------------|
| **Plastics 79296 | Model 75296 - Toter 96 Gallon EVR II Universal/Nestable Cart | Reflective Body Hot Stamp tape is not covered under warranty | from Street (New) in White --Wheels - 10in Snap-on --Customer Serial Number Hot Stamped on Front of Cart Body in White --2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed --Warranty - 12 Yrs Cart Body, All other components 10 Yrs | 13,773.00 | \$48.50 | \$657,990.50 |
|---------------------|--|--|---|-----------|---------|--------------|

| | | | |
|----------------|--|-------------|----------------|
| Payment Terms | Net 30 Days if credit has been established | Subtotal | \$2,003,871.50 |
| Shipping Terms | FOB Origin | Shipping | \$276,837.64 |
| | | Tax | \$190,377.29 |
| | | Grand Total | \$2,470,886.43 |

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale> as of the date set forth in Section 1(b) of the WQ T&C which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by e-mail and copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If a customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: 
 Company Name: Universal Waste Systems
 Date: 7/28/22

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

| Customer name | Sales order | Line # | Quantity | Model | Color | Ship Date |
|-----------------------------|---------------|--------|----------|-------|-------------|-----------|
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 1 | 624 | 79296 | (200) BLACK | 23-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 1 | 624 | 79296 | (705) BLUE | 23-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 1 | 624 | 79296 | (940) GREEN | 23-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 2 | 624 | 79296 | (200) BLACK | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 3 | 624 | 79296 | (200) BLACK | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 2 | 624 | 79296 | (705) BLUE | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 3 | 624 | 79296 | (705) BLUE | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 2 | 624 | 79296 | (940) GREEN | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 3 | 624 | 79296 | (940) GREEN | 24-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 4 | 624 | 79296 | (200) BLACK | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 5 | 624 | 79296 | (200) BLACK | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 4 | 624 | 79296 | (705) BLUE | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 5 | 624 | 79296 | (705) BLUE | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 4 | 624 | 79296 | (940) GREEN | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 5 | 624 | 79296 | (940) GREEN | 25-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 6 | 624 | 79296 | (200) BLACK | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 7 | 624 | 79296 | (200) BLACK | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 6 | 624 | 79296 | (705) BLUE | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 7 | 624 | 79296 | (705) BLUE | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 6 | 624 | 79296 | (940) GREEN | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 7 | 624 | 79296 | (940) GREEN | 26-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 8 | 624 | 79296 | (200) BLACK | 29-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 9 | 624 | 79296 | (200) BLACK | 29-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 8 | 624 | 79296 | (705) BLUE | 29-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 9 | 624 | 79296 | (705) BLUE | 29-Aug |

| | | | | | | |
|-----------------------------|---------------|----|-----|-------|-------------|--------|
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 8 | 624 | 79296 | (940) GREEN | 29-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 9 | 624 | 79296 | (940) GREEN | 29-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 10 | 624 | 79296 | (200) BLACK | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 11 | 624 | 79296 | (200) BLACK | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 10 | 624 | 79296 | (705) BLUE | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 11 | 624 | 79296 | (705) BLUE | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 10 | 624 | 79296 | (940) GREEN | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 11 | 624 | 79296 | (940) GREEN | 30-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 12 | 624 | 79296 | (200) BLACK | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 13 | 624 | 79296 | (200) BLACK | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 12 | 624 | 79296 | (705) BLUE | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 13 | 624 | 79296 | (705) BLUE | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 12 | 624 | 79296 | (940) GREEN | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 13 | 624 | 79296 | (940) GREEN | 31-Aug |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 14 | 624 | 79296 | (200) BLACK | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 15 | 624 | 79296 | (200) BLACK | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 14 | 624 | 79296 | (705) BLUE | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 15 | 624 | 79296 | (705) BLUE | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 14 | 624 | 79296 | (940) GREEN | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 15 | 624 | 79296 | (940) GREEN | 1-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 16 | 624 | 79296 | (200) BLACK | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 17 | 624 | 79296 | (200) BLACK | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 16 | 624 | 79296 | (705) BLUE | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 17 | 624 | 79296 | (705) BLUE | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 16 | 624 | 79296 | (940) GREEN | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 17 | 624 | 79296 | (940) GREEN | 2-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 18 | 624 | 79296 | (200) BLACK | 5-Sep |

| | | | | | | |
|-----------------------------|---------------|----|-----|-------|-------------|-------|
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 19 | 624 | 79296 | (200) BLACK | 5-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 18 | 624 | 79296 | (705) BLUE | 5-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 19 | 624 | 79296 | (705) BLUE | 5-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 18 | 624 | 79296 | (940) GREEN | 5-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 19 | 624 | 79296 | (940) GREEN | 5-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 20 | 624 | 79296 | (200) BLACK | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 21 | 624 | 79296 | (200) BLACK | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 20 | 624 | 79296 | (705) BLUE | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 21 | 624 | 79296 | (705) BLUE | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 20 | 624 | 79296 | (940) GREEN | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 21 | 624 | 79296 | (940) GREEN | 6-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 22 | 624 | 79296 | (200) BLACK | 7-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104232 | 23 | 45 | 79296 | (200) BLACK | 7-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 22 | 624 | 79296 | (705) BLUE | 7-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104233 | 23 | 45 | 79296 | (705) BLUE | 7-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 22 | 624 | 79296 | (940) GREEN | 7-Sep |
| UNIVERSAL WASTE SYSTEMS INC | 20SO000104234 | 23 | 45 | 79296 | (940) GREEN | 7-Sep |

ORGANIC WASTE ONLY / DESECHOS VERDES SOLAMENTE

ACCEPTABLE

Leaves
Grass Clippings
Branches
Brush
Saw Dust
Tree Trimmings
All food waste
(Food waste will
be accepted in
plastic bags)
Food-soiled paper

NOT ACCEPTABLE

Construction Debris
Garbage
Palm Tree Trimmings
Palm Fronds
Cactus
Rocks
Plastic or Paper Bags
Animal Waste
Manure
*Hazardous and
Electronic Waste

ACEPTABLES

Hojas
Recortes de Césped
Ramas
Arbusto
Aserrín
Recortes de árboles
Desperdicios de comida
(Se aceptaran residuos de
alimentos en bolsas de plástico)
Servilletas de papel sucias

NO ACEPTABLES

Residuos de construcción
Basura
Recortes de palmeras
Hojas de palmeras
Nopal
Piedra
Bolsas de plástico o papel
Desechos de mascotas
*Desechos peligrosos y
Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016.

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016.

RECYCLABLES ONLY / RECICLABLES SOLAMENTE

ACCEPTABLE

Paper
Aluminum
Metal
Cardboard
Plastic Bottles
Glass

NOT ACCEPTABLE

Garbage
Fluids
Batteries
Diapers
Green Waste
Styrofoam
*Hazardous and
Electronic Waste

ACEPTABLES

Papel
Aluminio
Metal
Cartón
Botellas de plástico
Vidrio

NO ACEPTABLES

Basura
Líquidos
Baterías
Pañales
Desechos verdes
Espuma de poliestireno
*Desechos peligrosos y
Electrodomésticos

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016

TRASH ONLY / BASURA SOLAMENTE

ACCEPTABLE

Palm Fronds
Household Waste

NOT ACCEPTABLE

Green Waste
Recyclables
Concrete
Construction Debris
*Hazardous and
Electronic Waste
Food waste

ACEPTABLES

Hojas de palmeras

NO ACEPTABLES

Deshechos verdes
Reciclables
Concreto
Residuos de construc-
ción
*Desechos peligrosos y
Electrodomésticos
Desechos de comida

*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.

For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com

To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016

*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.

Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com

Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016

Exhibit 17 - Contractor Documentation

Item A.4 – VEHICLE SPECIFICATIONS

This item consists of 3 pages (including this page).

Item A.4 – VEHICLE SPECIFICATIONS

Collection Vehicles List for Altadena/Kinneloa Mesa

| Vehicle number | Fuel | Model | Description | Year | Make | Material |
|----------------|------|---------|------------------------------|------|-------|---------------------------|
| 396 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 366 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 368 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 370 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 372 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 374 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 376 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |
| 378 | CNG | Autocar | Automated Collection Vehicle | 2015 | Nuway | Solid Waste/Green/Recycle |

TECHNOLOGY – ROUTING SYSTEM



Routing Goals:

- Same-side service
- U-turn restriction
- Right turn preferences
- Travel paths to eliminate backing up truck
- Maintain existing collection schedule
- Service verification and fleet safety.



Truck Sign:

TOGETHER WE CAN MAKE A DIFFERENCE

The graphic illustrates the 4 R's of sustainability: Reduce (orange square with a downward arrow), Reuse (green square with a circular arrow), Recycle (red square with a recycling symbol), and Rethink (blue square with a lightbulb). A central globe is surrounded by four curved arrows labeled Reduce, Reuse, Recycle, and Rethink.

Apply the 4 R's to your lifestyle for a healthy, sustainable, and waste-free future
Learn more by visiting CleanLA.com

The logo for Public Works is located in the bottom right corner of the slide.

Exhibit 17 - Contractor Documentation

Item A.5 – SUBCONTRACTOR

This item consists of 2 pages (including this page).

Item A.5 – SUBCONTRACTORS

No subcontractors to be used

Exhibit 17 - Contractor Documentation

Item A.6 – OFFICE ADDRESS

This item consists of 2 pages (including this page).

Item A.6 – OFFICE

1. Universal Waste Systems

9010 Norwalk Blvd
Santa Fe Springs, CA 90670

Phone (800) 631-7016

Hours: Monday through Friday – 8:00 a.m. to 5:00 p.m.
Saturday – 8:00 a.m. to 12:00 p.m.

2. Repair Shop

10120 Miller Way
South Gate, CA 90280

3. Vehicle Yard

10120 Miller Way
South Gate, CA 90280

Exhibit 17 - Contractor Documentation

Item B.1 Form of Non-Collection Notice

This item consists of 2 pages (including this page).

Item B.1 – Form of Non-Collection Notice

| | |
|---|--|
|  <p><u>NON-COLLECTION NOTICE</u></p> <p>Your container was not collected due to one of the following reasons. Please contact Universal Waste Systems Inc. customer service when corrections have been made.</p> <p>Universal Waste Systems Inc. Customer Service (562) 941-4900 Customer Service Hours Mon-Fri 8AM - 5PM and Saturday 8AM - 12PM</p> <ul style="list-style-type: none"> • 1. Due to unsafe service conditions your trash was not able to be collected. • 2. ALL waste must be inside the containers provided to you with the exception of pre-arrange bulky item pick-ups. • 3. Your Containers or Bulky Item waste was not placed at the collection set out site. • 4. Your Container weighs in excess of the 250 lbs weight restriction. • 5. Premises are not safely accessible to Vehicles. • 6. Your BLUE RECYCLE container is contaminated with trash and or green waste. • 7. Your GREEN WASTE container is contaminated with trash and or recycling. • 8. Your Containers were not at the curbside collection site by 6:00 AM • 9. Your Account is Past Due • 10. Other: _____ <p>If the above is corrected by 3PM today, Please call our customer service department at (562) 941-4900 and we will collect before 6:00PM today</p> <p><i>Please separate and turn in bottom portion to the office upon completion of route.</i></p> <hr/> <p>Customer Address: _____</p> <p>Service Day: _____</p> <p>Reason for Non Collection: # _____ from above.</p> <p>Notes: _____</p> <p>Route # _____ Driver Signature: _____</p> |  <p><u>NOTICIA DE NO-RECOLECCION</u></p> <p>Sus contenedores no han sido recolectados por una de las siguientes razones. Por favor contactese a Universal Waste Systems Inc. Servicio al cliente cuando las correcciones haigan sido hechas.</p> <p>Universal Waste Systems Inc. Servicio al Cliente (562) 941-4900</p> <ul style="list-style-type: none"> • 1. Por inseguras condiciones de servicios su basura no puede ser recolectada • 2. Toda la basura tiene que estar adentro de los contenedores provcidos a usted con la excepcion de llamar para que vallan a recolectarla. • 3. Sus contenedores de basura no han sido colocados fuera. • 4. Sus contenedores pesan un exceso de 250 libras, peso restringido. • 5. Las localidades son inseguras para ascenso de vehiculos. • 6. Su contenedor AZUL DE RECICLAGE es contaminado con basura o basura verde. • 7. Su contenedor de BASURA VERDE es contaminado con basura de reciclar. • 8. Sus contenedores no estan en su sitio de coleccion a las 6:00AM • 9. Pagos atrasados. • 10. Otros: _____ <p>Si usted ya hizo las correcciones necesarias para las 3:00 PM del dia de hoy por favor llame a recolecciones hasta las 6:00 PM hoy.</p> <p><i>Por favor separa y devuelve la porcion de abajo a la oficina para completar la ruta.</i></p> <hr/> <p>Direccion de el Cliente: _____</p> <p>Dia de Servicio: _____</p> <p>Razon de no recoleccion: # _____ de arriba.</p> <p>Notas: _____</p> <p>Ruta # _____ Firma del Conductor: _____</p> |
|---|--|

Exhibit 17 - Contractor Documentation

Item B.2 – WAIVER OF LIABILITY

This item consists of 2 pages (including this page).

B.2 Waiver of Liability



Universal Waste Systems, Inc
P O BOX 3038 • WHITTIER, CA 90605 (800) 631-7016
Telephone: (562) 205-4970 • Fax (562) 205-9237

Waiver of Liability

GENERAL RELEASE AND WAIVER OF LIABILITY FOR DAMAGE TO PRIVATE DRIVEWAYS AND PAVEMENT

- PERMISSION TO ENTER.** Customer allows **Universal Waste Systems**, its assigns, employees, agents, and subcontractors ("**N/A**") to enter and/or utilize the premises of the undersigned Customer ("**Customer's Premises**") for the purposes of providing the solid waste services described on the attached Subscription Order ("**Services**").

This release excludes all liability resulting from Service Provider's negligence and willful acts or omissions. The Service Provider is obligated and liable to Customer under Service Provider's Contract with the COUNTY OF LOS ANGELES, including to repair or replace, to customer's satisfaction, damaged property, and to reimburse customer's cost of personal injury, caused by Service Provider's negligence or willful acts or omissions.

- BINDING.** This acknowledgement, hold harmless, and release/assumption of risk shall be binding on all of Customer's successors and administrators.

In signing this permission and release/assumption of risk/waiver, I hereby acknowledge and represent:

- That I have read this release, understand it and sign it voluntarily; and
- That I am the legal customer of the premises at the address provided below

_____ For Customer

_____ For [CONTRACTOR]

_____ Printed

_____ Printed

_____ Date

_____ Date

Customer's Premises Address: _____ OR

Address of location where trash bin or container was placed:
(If different from address above)

Name/Title of Customer's Authorized Agent/Representative:

Signature of Customer's Authorized Agent/Representative:

Date: _____

Large Enough to Serve. Small Enough to Care

Exhibit 17 -Contractor Documentation

Item B.3 Terms and Conditions Summary

This item consists of 3 pages (including this page).

B.3 Terms and Conditions Summary



Rate Sheet

October 1, 2021

To Our Valued Altadena/Kinneloa Mesa Customer:

Universal Waste Systems, Inc. takes great pride in their work to keep the environment clean and protected for the future. Your participation in waste reduction practices and buying products made from recycled content are integral components of a sustainable society, and we thank you for your efforts.

Customers will be charged the rates shown below on a quarterly basis, billed at the beginning of the period. To request additional services or if you have any questions or concerns, please do not hesitate to call Universal Waste Systems, Inc.'s customer service department at (800) 631-7016, Monday through Friday 8:00 a.m. to 5:00 p.m. or Saturday 8:00 a.m. to 12:00 p.m.

Basic Service Fee:

| | |
|--|---------------------------------|
| Regular Fee | \$97.74/quarter (\$32.58/month) |
| with Senior <u>Discount</u> ⁽¹⁾ : | \$73.32/quarter (\$24.44/month) |

Additional Services: available upon request and senior discount is available for eligible customers.⁽¹⁾

Additional Containers Beyond Basic Service, each:

| | |
|----------------------------------|---------------------------------|
| Refuse cart (beyond 1 cart) | \$39.00/quarter (\$13.00/month) |
| Recyclables cart (beyond 1 cart) | \$11.25/quarter (\$3.75/month) |
| Organics cart (beyond 1 cart) | \$23.55/quarter (\$7.85/month) |

Bulky items, excess trash, and excess green waste⁽²⁾:

| | |
|-------------------------------|--------------------|
| Upon move-in/move-out | no charge |
| Up to four times per year | no charge |
| More than four times per year | \$24.44/collection |

Wildlife Cart:

| | |
|------------------------------|-------------------------------|
| Within designated bear zones | no charge |
| Outside of bear zones | \$9.78/quarter (\$3.26/month) |

Container Size Exchange (beyond 1 per year):

\$16.29/exchange

Roll-out Service (hauler moves carts to/from curb):

| | |
|----------------------------------|---------------------------------|
| For Elderly/Disabled | no charge |
| For non-Elderly/Disabled | \$48.87/quarter (\$16.29/month) |
| Over 200 feet, Unpaved, or Steep | contact customer service |

Manure Service:

| | |
|-----------------------|-----------------------------------|
| 64-gallon cart | \$195.00/quarter (\$65.00/month) |
| 2-cubic yard dumpster | \$555.00/quarter (\$185.00/month) |

Locking Cart (to prevent human/animal scavengers):

\$125.00 (one-time, per Cart)

Additional Surcharges:

| | |
|---|--------------------------------|
| Difficult to Service (collection vehicles cannot easily drive, such as hills or cul-de-sacs): | \$24.45/quarter (\$8.15/month) |
|---|--------------------------------|

⁽¹⁾ A Senior Discount of 25% will be given to residents who meet the following criteria: head of household, elderly (62 or older), and who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 32-gallon cart for trash.

⁽²⁾ Bulky items include unlimited quantities of large items that will not fit into carts, 10 items of electronic waste, unlimited bags of clothing, and 2 bags/bundles of construction demolition; excess trash is for up to 5 bags, excess green waste is for up to 10 bags/bundles of landscaping.

TERMS AND CONDITIONS

What We Will Collect. We will collect residential trash, green waste, and recyclables in carts we provide. You must place trash, 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 We Will Collect. We will make collections once a week between the hours of 6:00 a.m. to 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 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

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. 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 certain electronic devices in your carts. These include: most paints, pesticides, petroleum derivatives such as motor oil and solvents. If these items are identified in your trash, your cart will be tagged and not serviced. For additional safe and legal disposal options, call (888) CLEAN LA or visit www.CleanLA.com.

How to Request Cart Replacement/Repair. We will replace or repair broken carts within 14 days of customer's request without additional charge. Stolen carts will also be replaced within 14 days of customer's request without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee as listed on the Rate Sheet.

Alternative Cart Size Exchange. We will exchange carts within 7 days of customer's request for alternative size cart once per year at no additional charge. Additional requests will be charged a fee as listed on the Rate Sheet.

Weight Limitations of Carts. The weight limit for each automated cart is as follows: 96-gallon cart = 336 lbs., 64-gallon cart = 227 lbs., 32-gallon cart = 122 lbs. If carts are found to be over these weight limits, they will be tagged and not serviced.

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 pick-ups, 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.

Difficult to Service. At a charge listed on the Rate Sheet, this fee is required for difficult to service areas, such as cul-de-sacs or hills, where automated collection vehicles cannot easily drive.

Christmas Tree Pickups. We will collect your Christmas trees placed at the curb on your regularly scheduled collection day during the period of three weeks following December 25th. You must strip them of ornaments, garlands, tinsel, flocking and stands.

Additional Customer Options Regarding Recyclables. Customers may donate or sell their recyclables to persons other than this waste hauler.

How Much We Will Charge. We will charge all customers the rates shown on the Rate Sheet for standard services and any additional requested services.

When You Must Pay. Residents are billed in advance for three months of services. We mail 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 \$3.26 for interruption of service if your carts are removed and a \$3.26 fee on returned checks.

Customer Termination Rights and Right To Self-Haul. You may terminate service without cause at any time by giving us a 7-day notice. You also have the right to self-haul your waste instead of subscribing to our service.

On-Call Pickups of Bulky Items and Excess Solid Waste. We will collect up to a total of 4 pickups per year, at no additional charge, items listed below that are set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance.

- **Bulky Items.** An unlimited number of large items per pickup. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs).
- **Electronic Waste.** 10 items of electronic waste. Examples of bulky items include appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, and other similar items).
- **Bagged Green Waste.** Maximum of 10 bags/bundles per pickup. Bound bundles must be less than 4 feet in length.
- **Bagged Trash.** Maximum of 5 bags per pickup. Trash must be in bags or disposable containers.
- **Bagged Clothing.** An unlimited number of bags of clothing per pickup.
- **Construction Demolition.** 2 bags/bundles of less than 70 pounds each, per pickup.

Additional On-Call Pickups of Bulky Items and Excess Solid Waste. We will collect bulky items and excess solid waste, in excess of four times per year, on your next regularly scheduled pickup day, at the charges listed on the Rate Sheet, if you call us at least 24 hours in advance. To receive additional information regarding these terms and conditions or your service, please call us toll-free at (800) 631-7016, Monday through Friday, from 8 a.m. to 5 p.m., except holidays, and from 8 a.m. to 12 p.m. on Saturday. If we do not satisfactorily resolve any complaint, you may call the County at (888) CLEAN LA (888-253-2652).

Thank you for allowing us to serve you!

Exhibit 17 -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

A. PROTOCOL

Universal Waste Systems shall develop and implement the Un-Permitted Waste Screening Protocol included in the Franchise documentation in compliance with Applicable Law and including at a minimum:

1. Ongoing Employee Training in Identification

As a part of **Universal Waste Systems** ongoing training program, all drivers, ~~swampers~~ and route personnel are required to attend monthly and quarterly tailgate safety meetings. During these meetings we also conduct training sessions to educate employees on our safety policies, notification procedures, and household hazardous waste. Drivers are trained in both identification procedures and notification procedures when Un-Permitted waste is discovered. Drivers discovering Un-Permitted waste are instructed to complete a Non-Collection notice, place one copy on the container (whenever safe) and file the second copy at the office.

2. Driver Inspection

Based on our experience, the automated curbside collection process can hamper visual identification of Un-Permitted waste. For this reason, **Universal Waste Systems** has installed camera monitors on each automated vehicle. This additional step gives the driver/operator a clear visual of the contents of each container before it is commingled with the load.

3. Immediate Driver Response

While unloading the collection container into the holding hopper the driver has a clear view of the waste products as they are emptied and staged for compaction. All drivers are trained and prepared to segregate materials upon identification.

Un-Permitted materials such as U-Waste or Household Hazardous Waste or any suspicious unidentified materials shall be left at the service address and a Non-collection tag shall be affixed to the container.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community **Universal Waste Systems** personnel, the area route supervisor shall immediately notify the County fire department and the appropriate local agency for immediate resolution.

4. Driver Notification

All **Universal Waste Systems** drivers are trained and prepared to deal with any Un-Permitted waste issue. **Universal Waste Systems** personnel have been instructed to complete the non-collection tag and affix it to the offending container. The notification tag shall explain the violation and the proper means of disposal. All drivers are trained and prepared to segregate materials upon identification.

Each Un-Permitted disposal incident shall be reported to the dispatch center and the area route supervisor. The service address shall be monitored, if necessary, for additional disposal violations **Universal Waste Systems** customer service shall log each incident and supply a copy to the County of Los Angeles.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community or **Universal Waste Systems** personnel, the area route supervisor will immediately notify the County fire department and the appropriate local agency for immediate resolution.

5. **Notification of Appropriate Agency or Department**

Universal Waste Systems shall maintain a complaint and incident log for the Atladena/Kinneloa Mesa franchise area. Customer Service shall monitor and record all Un-Permitted waste violations/incidents identified **Universal Waste Systems** personnel. All records shall be copied and supplied to the County of Los Angeles per the requirements of the franchise agreement. **Universal Waste Systems** shall report its observations to the Director in addition to notifying the offender. Habitual violators shall be reported to the County inspector and service may be suspended pending final resolution.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community or **Universal Waste Systems** personnel, the area route supervisor will immediately notify the County fire department and the appropriate local agency for immediate resolution.

6. **Appropriate Actions**

Universal Waste Systems is committed to proper manifestation and management of Un-Permitted waste materials. In the event suspicious material is identified the area route supervisor will be immediately notified and proper containment materials will be applied. All collected materials will be properly containerized, removed, and transported by a license contractor in accordance with Applicable Law.

7. **Compliance with Applicable Law**

Universal Waste Systems will comply with all Local, State and Federal laws as outlined in on compliance standards defined in the Department of Transportation (DOT) (Title 49 CFR) and the United States Environmental Protection Agency Title 40 CFR, as well as with California EPA and DTSC regulations.

8. **Form and Content of Labels**

Each automated cart contains language and illustrations prohibiting customers from discarding Un-Permitted Waste in English, Mandarin and Spanish. The final content of this information has been approved by the County of Los Angeles and was paid for and distributed by **Universal Waste Systems** or its contractor.

B. Prohibition on Collection

Unless licensed in accordance with Applicable Law, **Universal Waste Systems** is prohibited from collecting Un-Permitted waste, other than in connection with providing collection of bulky items, CEDS, or E-waste as outlined in the Atladena/Kinneloa Mesa Franchise Agreement **Universal Waste Systems**, will notify all persons required by Applicable Law of Unpermitted Wastes that it finds or observes in Solid Waste.

C. Reports to Director

Universal Waste Systems, shall use Reasonable Business Efforts to report to the Director and the appropriate agency as required by Applicable Law any observance of suspicious materials it reasonably believes or suspects to contain Un-Permitted Waste being disposed of or released onto any County or any other public property, including storm drains, streets, or other public rights of way.

D. Labels

Universal Waste Systems, shall affix labels to each automated cart used in the Atladena/Kinneloa Mesa franchise area, with language and illustrations prohibiting customers from discarding Un-Permitted Waste in English, Mandarin and Spanish.

E. Safe Disposal Customer Education Program

As part of the **Universal Waste Systems** Un-Permitted Waste Screening Protocol, **Universal Waste Systems** shall develop and implement a customer education program to maximize exclusion of Un-Permitted Waste from disposal and promote safe handling of Un-Permitted Waste as stipulated in Part II Section 6. **Universal Waste Systems** shall distribute this education program in conjunction with its customer outreach for the Waste Diversion Program. **Universal Waste Systems** shall submit the materials to COUNTY at least one month prior to distributing them for the approval of format and content. Materials shall be developed and circulated once each calendar year in accordance with the terms and conditions outlined in Part II Section 6 of the Agreement.

Universal Waste Systems shall notify the subscribers regarding the safe handling of Un-Permitted Waste through our community outreach efforts. Unsafe disposal of Un-Permitted Waste will be strongly discouraged. Any items deemed to be hazardous waste, U-Waste, or E-Waste will not be collected in the regular cart collection program. Should such material be presented at the curb, a Non-Collection Notice will be affixed to the cart.

Exhibit 17 - Contractor Documentation

Item B.5 – ACKNOWLEDGMENT

This item consists of 2 pages (including this page).

Item B.5 – ACKNOWLEDGMENT

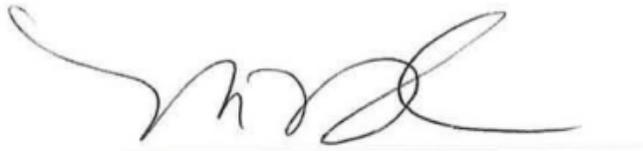
Universal Waste Systems acknowledges that it has read and completely understands the program(s) related to the Safely Surrendered Baby Law as articulated in the bid documents and the County of Los Angeles website www.babysafela.org.

Universal Waste Systems 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.

Universal Waste Systems 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

Universal Waste Systems acknowledges receipt of fact sheet relating to the Non-Employee Injury Report form that is available on the County's website at: http://ceo.lacounty.gov/RMB/pdf/Forms/cms1_044804.pdf

A handwritten signature in black ink, appearing to be 'MJD', written over a horizontal line.

Signature

Exhibit 17 - Contractor Documentation

Item B.6 – INSURANCE AND PERFORMANCE ASSURANCE

This item consists of 11 pages (including this page).

Item B.6 – INSURANCE AND PERFORMANCE ASSURANCE

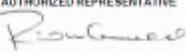
| | | |
|---|--|--|
|  CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 7/12/2022 |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED 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 rights to the certificate holder in lieu of such endorsement(s). | | |
| PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 745 Francis Street San Luis Obispo CA 93401 | CONTACT NAME: Erin Viker PHONE (AG, Int, Ext): 877-730-1222 E-MAIL ADDRESS: | FAX (AG, Int): 805-545-8224 |
| License# 0725293 License# 0725293 License# 0725293 | License# 0725293 License# 0725293 License# 0725293 | License# 0725293 License# 0725293 License# 0725293 |
| INSURED Universal Waste Systems, Inc 9016 Norwalk Boulevard Santa Fe Springs, CA 90670 | INSURER A: Crum & Forster Insurance Company INSURER B: National Interstate Insurance Company of Hawaii INSURER C: Vanliner Insurance Company INSURER D: Crum & Forster Specialty Insurance Co INSURER E: INSURER F: | NAIC # 42471 11051 21172 44520 |

COVERAGES CERTIFICATE NUMBER: 1543485325 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.

| BSR LTR | TYPE OF INSURANCE | ADDL (IND) | NON (WV) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---------|--|------------|----------|----------------|-------------------------|-------------------------|--|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | Y | Y | EPK-136137 | 7/1/2021 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | WAR 8310012-05 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | EFX-120590 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WRW 8310012-03 | 7/1/2022 | 7/1/2023 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate holder is named as additional insured with respects to General Liability per EN0321-0211 and Auto Liability per NI CA 50 57 05 14. Waiver of Subrogation Endorsement Applies, per EN0147 11 11 and CA D4 44 10 13. Coverage is primary but only as respects to operations performed by the insured for the additional insured per EN0147 11 11. Excess to follow form (GL/AL/EL)
 Additional Insured: The County of Los Angeles and public entity or Special District for which the Los Angeles County Board of Supervisors is the governing body, and their agents officers and employees

| | |
|--|---|
| CERTIFICATE HOLDER County of Los Angeles Department of Public Works Land Division PO Box 1460 Alhambra CA 91802-1460 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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WAR 8310012-05

COMMERCIAL AUTO
NI CA 50 57 06 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Who Is An Insured under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. currently in effect or becoming effective during the term of the policy; and
- b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will 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 contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: WAR 8310012 05

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| <p>Named Insured: UNIVERSAL WASTE SYSTEMS, INC.</p> <p>Endorsement Effective Date: 07/01/2022</p> |
|---|

SCHEDULE

| |
|---|
| <p>Name(s) Of Person(s) Or Organization(s):</p> <p>Coverage provided by this endorsement applies on a blanket basis when required in a written contract.</p> |
|---|

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 - 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EPK-136137

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) of Covered Operations |
|--|--|
| Blanket when specifically required in a written contract with the named insured. | Blanket when specifically required in a written contract with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Bond No. CMS0348740

BOND FOR FAITHFUL PERFORMANCE
Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That Universal Waste Systems, Inc.

("Principal") and RLI Insurance Company ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of Six Hundred Nine Thousand Four Hundred Eighty Three and 06/100s (\$ 609,483.06) dollars for the payment of which sum, the Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee entitled (Title) Exclusive Franchise Agreement for Altadena/Kinneloa Mesa (BRC000228)

(the "Franchise Agreement") for the performance of the terms, conditions, covenants and obligations and services set-forth in the Franchise Agreement, including but not limited to providing Franchise services in bins or dumpsters and roll-off boxes in the unincorporated areas of Los Angeles County and payment of the applicable franchise fee; and payment of any liquidated damages assessed pursuant to the Franchise Agreement; and

WHEREAS, the Franchise Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every covenant and obligation in the Franchise Agreement at the time and in the manner specified in the Franchise Agreement during the term of this bond, shall reimburse the Obligee for all loss and damage, which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be void, otherwise it shall remain in full force and effect.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning June 1, 2022 and ending June 1, 2023.
2. In the event of default by the Principal in the performance of the Franchise Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to damages as described in Section 15 of the Franchise Agreement. The Surety, after investigation, shall with reasonable promptness determine, the amount for which it may be liable to the Obligee as soon as practicable after the amount is determined, and tender payments to the Obligee to secure substitute services, remedy damages incurred, and ensure satisfaction of all performance obligations as set-forth in Section 15 of the Franchise Agreement and only for the purpose of enforcing such Franchise Agreement obligations as they pertain to this bond.
3. Except for a claim for compensatory damages as defined in Section 12, D.1 of the Franchise Agreement, no claim, action, suit or proceeding, except as hereinafter set-forth, shall be had or maintained against the Surety on this instrument unless it be brought or instituted and process served upon the Surety within two years after the expiration of the stated terms of this bond.
4. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute loss by the Obligee recoverable under this bond, notwithstanding any language in the Franchise Agreement to the contrary.
5. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety.
6. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
8. Other than the Surety's right to renew this bond to extend its termination date, the Surety stipulates and agrees that any change, extension of time, alteration or addition to the terms of the Contract, including alterations in the work to be done, or increase or decrease of the material to be furnished, shall not in any way release either the Principal or Surety, and Surety hereby waives notice of any such change, extension of time, alteration or addition.
9. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

Signed and sealed this 24th day of May, 2022.

Principal Universal Waste Systems, Inc.

Surety RLI Insurance Company

BY: [Signature] (Seal)

BY: [Signature] (Seal)

Margareta T. Thorsen

Name and Title

Attorney-in-fact

BY: MARK S. BLACKBURN, PRESIDENT

Name and Title

APPROVED AS TO FORM:

DAWYN R. HARRISON

Acting County Counsel

BY:

Talin Halabi
Deputy

CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 5/24/22 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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



Place Notary Seal Above

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 Sandra R. Black
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

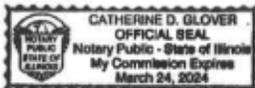
CERTIFICATE

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of May, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Jick
Jeffrey D. Jick Corporate Secretary



0475591020217

A0058D19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On Aug. 22, 2022 before me, Elvy I. Cifuentes-Giron, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mark S. Blackburn
Names of Signers

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 *Elvy I. Cifuentes-Giron*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond for faithful Performance Document Date: 8/22/22
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacities Claimed by Signers

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

Exhibit 17 - 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 2021)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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, 2022.

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. Or you can go to 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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 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 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2021)
Cat. No. 20599I

Exhibit 17 - 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

PROPOSER’S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| |
|---|
| Proposer's Name <u>Universal Waste Systems Inc.</u> |
| Address <u>9010 Norwalk Blvd, SFS CA 90676</u> |
| Internal Revenue Service Employer Identification Number <u>33-09-4543</u> |

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

| | | |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self-analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

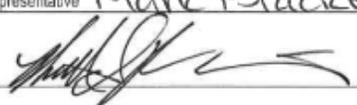
| | |
|---|---------------------|
| Proposer <u>Universal Waste Systems Inc.</u> | |
| Authorized representative <u>Mark Blackburn</u> | |
| Signature  | Date <u>3/20/22</u> |

Exhibit 17 - Contractor Documentation

Item B.9 – INTENTIONALLY OMITTED

Exhibit 17 - Contractor Documentation

Item B.10 – SHARPS COLLECTION

This item consists of 2 pages (including this page).

Item B.10 – SHARPS COLLECTION

Sharps Collection Program

Within one week after residential customers' request, **Universal Waste Systems** will provide said subscription customer, at the customers' residential premises, without surcharge to the County or customer, an approved container for sharps disposal in accordance with Applicable Laws.

Universal Waste Systems will provide 1 gallon and/or 2 gallon SHARP containers pre approved by the County of Los Angeles. Upon request by the subscriber, **Universal Waste Systems** personnel will personally and promptly deliver an empty Sharps container kit.

Each kit includes:

1. A government-approved plastic container specially-designed for sharps waste
2. Postage-prepaid mail-back shipping box
3. Pre-addressed shipping labels
4. Prepaid disposal

Universal Waste Systems has identified **Stericycle** as their container and autoclave vendor for sharps disposal. **Stericycle** is the nation's largest supplier and processor of medical and sharps waste.

Once the pre-approved container is full, the subscriber completes a simple tracking form and ships the container back **Stericycle** in the mail-back box. Upon receipt, **Stericycle** documents the delivery and properly treats and destroys the sharps container and its contents. It's convenient, safe, and confidential.

Upon shipment to **Stericycle** the subscriber shall be required to contact **Universal Waste Systems** for a new replacement container. **Universal Waste Systems** shall distribute the 1-gallon or 2-gallon containers to each subscriber up to four times per year. If multiple residents in the same dwelling require additional capacity, **Universal Waste Systems** may increase the container size and/or frequency upon mutual agreement with the subscriber, County staff and **Universal Waste Systems** management.

Universal Waste Systems will collect, transport and dispose of materials in accordance with Applicable Laws and will provide the following:

- a. Distribution of County approved Sharps containers (to include outreach efforts)
- b. Collections of Sharps containers
- c. Proper handling and disposal of containers in accordance with Applicable Laws.

Exhibit 17 - Contractor Documentation

Item B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM

This item consists of 2 pages (including this page).

B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM

Universal Waste Systems Inc. in partnership with our sister company Green Wise Soil Technologies will host mulch and compost events bi-annually in the Altadena/KM area. The events will be coordinated in the local communities at a public location.

UWS will notify all residents about the events in the quarterly newsletters or monthly postcards. The events will be held for 4 hours on a Saturday.

UWS will supply as much compost and mulch as needed for all residents in the community. UWS will supply labor to help with loading and traffic control.

Customers will be responsible for bringing their own containers and vehicles for product and transportation.

Exhibit 17 - Contractor Documentation

Item B.12 – Intentionally Omitted

Exhibit 17 - Contractor Documentation

Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS

This item consists of 2 pages (including this page).

Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS

CART Manufacturer

Rehrig Pacific Company

Brad Gust

4010 East 26th Street

Los Angeles, Ca. 90023

Office: 323-415-5550

Fax: 323-269-8506

Cost of goods – specify amount over \$50,000

Relationship –Rehrig Pacific has contracted with **Universal Waste Systems, Inc.** to manufacture and deliver automated carts to be used in the **Altadena/Kinneloa Mesa**

Ownership interest – None

Exhibit 17 - Contractor Documentation

Item B.14 – BACKUP SERVICE PLAN

This item consists of 3 pages (including this page).

Item B.14 – BACKUP SERVICE PLAN

Universal Waste Systems 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 **Universal Waste Systems** drivers strike or it is not possible to provide Contract Services in difficult to service areas due to severe weather conditions, especially on hillsides. In the event there is a protracted service disruption due to any cause, **Universal Waste Systems** will institute many proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting Collection, Transportation, and Disposal services that **Universal Waste Systems** is not providing, **Universal Waste Systems** shall not charge Customer or COUNTY for any of the services described below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

Universal Waste Systems 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

Universal Waste Systems will offer each Occupant the option of direct hauling and disposing of their solid waste at a facility normally used by **Universal Waste Systems** for this Contract, 6 days per week. **Universal Waste Systems** shall only charge the Customer for disposal costs for quantities beyond the Customer's normal service levels as evident in a copy of a recent bill provided by the Customer or Occupant. For example, a resident with 96-gallon Refuse, Recyclables and Green Waste Carts may Dispose up to 0.5 cubic yards of Refuse and Divert up to 0.5 cubic yards of Recyclables and Green Waste each week.

Additionally, if Director determines the distance to the facilities is too far from Occupants, **Universal Waste Systems** will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

3. Inform Customers of Temporary Procedures

Universal Waste Systems guarantees the above service and disposal options will be made readily available to each Occupant. **Universal Waste Systems** will provide Customers and Occupants with information on where and how to dispose of their solid waste by the following means:

- A phone option 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 **Universal Waste**

Systems 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, **Universal Waste Systems** shall automatically credit Customer for each missed collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, **Universal Waste Systems** would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

b. Other Customer Services

When **Universal Waste Systems** is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, **Universal Waste Systems** shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

5. Provide Replacement Drivers and Security

Universal Waste Systems 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, **Universal Waste Systems** shall be properly staffed to provide drop-off services for each Occupant. In addition to **Universal Waste Systems** staff, **Universal Waste Systems** shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, **Universal Waste Systems** shall work closely with a private security firm to guarantee a safe and consistent operation.

6. Identify Customers Requiring Priority Service

Universal Waste Systems 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 17-Contractor Documentation

Item B.15 – KEY PERSONNEL

This item consists of 2 pages (including this page).

Item B.15 – KEY PERSONNEL

| CONTRACT SERVICES MANAGERS | | |
|--|----------------------|---|
| Matt Blackburn | Vice President | matt@uwscompany.com 562-205-4990 |
| AUTHORIZED REPRESENTATIVES | | |
| Michelle Newsham | | michelle@uwscompany.com 562-205-4970 |
| LEAD PERSON | | |
| Matt Blackburn | | matt@uwscompany.com 562-205-4990 |
| Michelle Newsham | | michelle@uwscompany.com 562-205-4970 |
| EMERGENCY CONTACT (outside Contractor’s office hours) | | |
| Matt Blackburn | | 909-859-5731 |
| Michelle Newsham | | 909-647-6111 |
| KEY PERSONNEL | | |
| Kim Sandvig | Customer Service Mgr | kimsandvig@uwscompany.com |
| Jonathan Jaime | Operations Mgr | jonathanjaime@uwscompany.com 323-691-5537 |
| Julio Hernandez | Route Supervisor | juliohernandez@uwscompany.com 323-439-6305 |
| SERVICES SAFETY OFFICIAL | | |
| Mario Quezada | Safety Director | MarioQuezada@uwscompany.com |

Exhibit 17 - Contractor Documentation

Item B.16 Route Maps

This item consists of 4 pages (including this page).

Pasadena, Friday Routes



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 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for a lot of Canada includes information taken with permission from Canadiana, Bellini, including © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Wiscall Publications Corp. All rights reserved.

Exhibit 17 - Contractor Documentation

Item B.17 FACILITIES AND SOLID WASTE FACILITIES

This item consists of 7 pages (including this page).

B.17 – FACILITIES AND SOLID WASTE FACILITIES

Trash

Scholl Canyon Landfill

3001 Scholl Canyon Rd.
Glendale, CA 91206

Phone Number: 818-243-9779

Rate per ton: \$61.10

Electronic Waste (CED's) Contractor

Electronic waste and recycling materials will be processed through Universal Resource Recovery and transported to our NEW contractor:

E-Recycling of California (Cal EPA# CAL000130029)

Ms. Maureen Craine
7230 Petterson Lane
Paramount, Ca. 90723-2022

Ph: 562-634-8372

Fax: 562-634-8029

mcraine@erecyclingofcalifornia.com

Recyclables and Organics

Universal Resource Recovery (URR) will process all contents collected from the blue containers. Green Wise Soil Technologies (GWS) will process all contents collected from the green containers wherein food waste and organics will be extracted. The green waste material will be processed at GWS, the food waste and organics will be transferred to 24th Street Transfer Station or Sun Valley Recycling for processing. All residue materials will be transferred to Sunshine Canyon Landfill].

1. Universal Resource Recovery (URR)

9010 Norwalk Blvd
Santa Fe Springs, Ca. 90670
General Manager – Mr. Carey Merrill
Office 562-941-4900
Rate per ton: \$55.00

2. Greenwise Soil Technologies (GWS)

10120 Miller Way
South Gate, CA 92860
General Manager – Mr. Michael Smiley
Office 562-941-4900

3. 24th Street Transfer Station

2411 S. Minerva
Los Angeles, CA 90058
General Manager – Mr. Carey Merrill
Office 562-941-4900
Rate per ton: \$55.00

4. WM-Sun Valley Recycling Center
9227 Tujunga
Sun Valley, CA 91352
General Manager – Mrs. Kim Ohrt
Office 818-767-6180
Rate per ton: \$125.00

CED's

Electronic waste and recycling materials will be processed through Grand Central Recycling and Transfer Station, to our NEW contractor:

E-Recycling of California (Cal EPA# CAL000130029)
7230 Petterson Lane
Paramount, Ca. 90723-2022
Contact Maureen Craine
Office 562-634-8372
Fax 562-634-8029
mcraine@erecyclingofcalifornia.com

Recyclables Accepted/Rejected

Universal Resource Recovery

Accepted

- a. Paper – computer, ledger, wrapping, arts & craft paper, unwanted mail, flyers, telephone books, note cards, newspaper, blueprints, magazines, file folders, paper bags, Post-It notes, catalogues, and all envelopes including those with windows
- b. Cardboard boxes and chipboard – cereal, tissue, dry food, frozen food, shoe, detergent, paper and toilet rolls, and corrugated boxes (broken down and flattened)
- c. Aluminum, tin, metal, and bi-metal cans – (rinsed, if possible) soda, juice, soup, vegetables, pet food, pie tins, clean aluminum foils, empty paint, empty aerosol cans (with plastic caps removed), and wire hangers
- d. Glass bottles and jars – (rinsed, if possible) soda, wine, beer, spaghetti sauce, pickle, and broken bottles/jars

- e. Empty plastic containers, numbers 1 through 5 – (rinsed, if possible) soda, juice, detergent, bleach, shampoo, lotion, mouthwash, dishwashing liquid bottles, milk jugs, tubs for margarine & yogurt, and plastic planters
- f. Lawn clippings, tree trimmings, branches, brush, and holiday trees

Rejected

- a. Non-recyclable paper – paper that cannot be recycled as “mixed paper” includes: food contaminated paper, waxed paper, oil-soaked paper, carbon paper, sanitary products or tissues, thermal fax paper, stickers, and plastic-laminated paper such as fast food wrappers, aseptics, and pet food bags (any paper with any sort of contamination or plastic lamination cannot be recycled)
- b. Plastic #6 and #7
- c. Other plastics – film containers, grocery sacks, produce bags, and other packaging or film wrap
- d. Mirrored glass
- e. Ceramic materials
- f. Motor oil

Green Wise Soil Technologies

Accepted: green waste, wood waste, manure, and organics.

Rejected: hazardous waste, solid waste, and comingled recycling.

24th Street Transfer Station

Accepted: solid waste, recyclables, green waste, and organics.

Rejected: hazardous waste

WM-Sun Valley Recycling Center

Accepted: solid waste, recyclables, green waste, and organics.

Rejected: hazardous waste

Methodology of Allocating Materials

Universal Waste Systems, Universal Waste Systems shall haul all materials collected in the franchise area **Altadena** to the facilities listed above, as stated in the original proposal.

As required by this contract, **Universal Waste Systems** does not commingle any materials with any other municipality, agency or jurisdiction. All materials collected are segregated by truck and route, no collected material is commingled with any other collected material.

URRR provides transfer, processing and disposal services to **Universal Waste Systems** for all materials collected for the **Altadena** franchise community. The facilities listed above processes solid waste, commingled recyclables and organic waste materials collected at the curb for the above stated community. All materials collected are weighed in upon delivery at our certified scales and processed through either the material recovery facility or the transfer station.

Tare Weights

All vehicles utilizing the facility are weighed empty and loaded into the scale software systems so to determine the exact weights of the commodities being delivered. Each vehicle is individually identified by the truck number, route and tare weight.

Solid Waste

Solid Waste materials are first weighed at the certified scales before entering the facility. The exact net weight of the material collected is allocated to the jurisdiction from which the material was collected from. The municipal solid waste collected is then unloaded on the transfer floor and prepared for transfer to local landfills. All facilities allocates the tare weight of each vehicle to the final disposal facility. On a monthly basis, UWS will reconcile each load with weight records and allocations to local landfills.

Greenwaste

Green waste materials are handled in the same manner as solid waste is handled in that all weights are carefully tracked from the certified scales through final point of disposal. GWS will process all green waste materials. Each load of waste delivered is carefully allocated based upon tare weights on tons delivered. (All green cart waste will go to Green Wise Soil Technology for processing wherein organics and food waste will be extracted and taken to Sun Valley Recycling Center or 24th Street Transfer Station.

Commingled Recyclables

Per the requirements of our contract with **Universal Waste Systems**, URR has conducted a waste characterization audit of the commingled blue cart recyclables

delivered to URR from **Universal Waste Systems** vehicles servicing the **Altadena** Community. This characterization provides for the allocation of each and all materials by weight. Each commodity collected in the collection process is segregated by weight and material classification. The waste characterization process is conducted on a random load of materials delivered from the appropriated jurisdiction, no two jurisdiction have the same waste characterization.

Each commingled vehicle is weighed at the certified scales and a tare weight is captured. The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion. URR reconciles the post process by weighing all materials recovered. Each outbound commodity weight is collected and reconciled with the waste characterization for the facility. All residue materials are carefully tracked based upon the waste characterization and allocated to the appropriate jurisdiction.

Reporting

URR is responsible for allocating all materials processed to the exact pound. All records are reconciled on a monthly basis based upon tare weights delivered, waste characterizations and final disposal weights. URR reports the weight of each jurisdiction back to **Universal Waste Systems** and the County of Los Angeles Sanitation Districts, all recovered commodities are also reported back to **Universal Waste Systems**

Miscellaneous Materials

Bulky items/Self Haul

URR also records all bulky items delivered and recovered via **Universal Waste Systems** and self-haul. In addition to **Universal Waste Systems** private citizens, gardeners and haulers deliver a significant amount of materials to URR. URR reports all materials based upon the jurisdiction of generation. All materials recovered are allocated based upon weight and jurisdiction of generation.

Electronic Waste

GCR is also a licensed Electronic Waste Handler, all electronic waste materials delivered by hauler or private citizen are weighed and allocated per commodity type and weight, all materials recovered under this program are carefully recorded and reported back to **Universal Waste Systems** and the State of California.

Exhibit 17 - Contractor Documentation

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS

This item consists of 2 pages (including this page).

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS

There are no additional commitments offered by the Contractor.

Exhibit 17 - Contractor Documentation

Item B.19 – TRANSITION ROLL-OUT PLAN

This item consists of 5 pages (including this page).

Item B.19 – TRANSITION ROLL-OUT PLAN

a. Transition Roll Out Plan

UWS has reviewed Exhibit 3a1 Item H for the County expectation during the transition. UWS agrees to comply and meet the requirements as outlined. In addition we have provide the following information as a review of our standard transition plan goals and objectives. UWS understands the importance of coordinating the transition with outgoing haulers in the services areas that we may be awarded.

This Service Implementation Plan will ensure an efficient and orderly transition of integrated solid waste management services for the residents and businesses in the County.

Pre-Award Activities

Proposal Clarification

At the convenience of the County's evaluation team, UWS will respond to questions about our Proposal and provide supplemental information in a timely manner to ensure that the City can meet the timeline established in the RFP.

Recruiting

Job Announcement

Following the award of the franchise agreement by the County, our representatives will post, and distribute an Employment Announcement for employees of the current service provider who may be displaced due to the change in contractors. The announcement will provide details on a proposed job fair where UWS representatives will be available to answer questions, describe pay and benefits and offer employment. Our goal would be to employ any and all displaced workers from the current service provider.

One-On-One Visit

Prospective employees are also invited to meet individually by appointment with a representative of our Human Resources Department to hear more about the benefits of working for UWS.

Transition Activities

Customer Support Activities

Customer Service Representative Training

In the weeks leading up to the start of service, reference materials for use by our Customer Service Representatives will be prepared and the Customer Service Representatives will undergo training before education and outreach activities commence so that they are prepared to receive and respond to Customer inquiries. This is an area that UWS has developed over the past few transitions and has been the key to a smooth and seamless transition. We will work diligently with our

CSR's to make sure that are ready to address question during and after the transition.

Customer Record Management

We will solicit customer information from the outgoing contractor and the County in order to maximize the accuracy. If we can start with an accurate data base of information, we will have a successful transition. UWS has worked successfully with many haulers during their transition so we are confident that we can safely assume the experience would be similar with Waste Management.

Outreach Activities

We will employ a multi-faceted approach to our public outreach campaign to help residents comply with the new program requirements, mandates and gain the most from our services.

Brochures

For service roll-out, we will distribute professionally-prepared literature designed to: welcome customers, explain our services, announce service and holiday schedules, and describe local and state requirements. This brochure will be tailored to the County, the programs and provide detailed information on all ancillary services.

Town Hall Meeting

Prior to the start of service, we will host multiple town hall meetings to introduce ourselves to the community and describe services and local and state requirements. UWS believes this is a good way to get out in front of the community so they can but face with the name of the company. UWS is prepared to provide for multiple town hall meetings in necessary.

Operational Activities and Equipment

Training

In the weeks leading up to starting service, we will conduct mandatory off-hour training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions.

Routing

We will optimize our collection routes with a computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data-driven driver assists will enable our drivers to complete routes error free. We will work to match the existing routes deployed by your current service provider in order to minimize the disruption to the customers.

Collection Vehicles



We currently have a sufficient number of Renewable Natural Gas (RNG) powered collection vehicles to fulfill the requirements of the Agreement. We will not need to procure any additional equipment to meet the service requirements in the agreement.

Collection vehicles used in the County will be equipped with 3rd Eye Systems fleet management and recording mobile camera systems. This latest technology provides us with turn by turn review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance.

Automated Container Roll Out

Following execution of the agreement, we will place orders for automated containers so that we have a sufficient number of containers to satisfy the needs of the customers.

UWS has agreed to a phased transition with Athens Services. Customer service days will not change, new containers will be delivered, and old containers will be removed on collection days between September 12 and September 30, 2022. Athens Services will service UWS containers during their last week of service.

b. Compliance with Collection Schedule

UWS utilizes mapping systems within our AMCS Tower Billing system to establish collection routes. These routes are regularly reviewed by our dispatch and operations teams to insure that the routes are run effectively and with as few truck trips as necessary on public streets.

UWS has reviewed and will insure that our routes meet the requirements of the days authorized to collect. Monday through Friday for residential customers.

We will develop routes that are able to meet the requirement of collecting between the hours of 6:00am to 6:00pm, and will notify the director should we ever have to exceed this time frame. UWS only anticipates that would be an emergency, and we will insure to have proper staffing and collection vehicles in place to meet the collection hours. UWS systems is capable of mapping around school areas and complying with the 30 minute time frame.

UWS will route our routes to insure that we don't interrupt the street sweeping schedule.

UWS will comply with the requirement to collect missed collections or late set outs same day if notified by 12:00pm or by 12:00pm the next day if called in after 12:00pm.

Exhibit 17 - 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

UWS has surveyed the communities included in the proposal, and we feel that standard collection trucks can navigate the large majority if not the entire route. That said if a circumstance arises that may require smaller collection vehicles or scout service UWS will comply with those requirements. These would be on case-by-case basis and the need for truck or equipment changes would be agreed up on by county staff, customers, and UWS staff.

Exhibit 17 - Contractor Documentation

Item B.21 – MOVEMENT OF GREEN WASTE

This item consists of 9 pages (including this page).

Item B.21 – MOVEMENT OF GREEN WASTE



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), European Grapevine Moth (CCR 3437), Huanglongbing (CCR 3439), Light Brown Apple Moth (CCR 3434), Oak Mortality Disease Control/Phytophthora ramorum (CCR 3700)

Compliance Agreement No: 19-GWCD-08

1. 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

2. BUSINESS/ESTABLISHMENT: Establishment Name (subsequently referred to as "Establishment"): Universal Waste Systems, Inc

ESTABLISHMENT INFORMATION

Owner Name Mark Blackburn

Manager Name Michelle Newsham

Phone (562) 205 - 4970 Fax (562) 205 - 9237

Email michelle@uwscompany.com

Mailing Address: PO Box 3038

City: Whittier Zip Code: 90605

(check box if physical address is the same as mailing address)

Physical Address: 9010 Newark Blvd 9010-9016 Newark Blvd

City: Santa Fe Springs Zip Code: 90670

Thos Bros X St Los Nietos

GPS

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 GW6 **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**

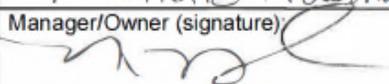
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

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 host 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>Los Angeles</u> in the State of California on <u>8/15/2022</u> | |
| Establishment by: (print name) <u>Michelle Newsham</u> | Program by: (print name) <u>Karina Chu</u> |
| Manager/Owner (signature)  | Program Officer (signature): <u>Karina Chu</u> |



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-GWCD-07

1. **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 _____

2. **BUSINESS/ESTABLISHMENT:**

Establishment Name (subsequently referred to as "Establishment"):

Greenwise Soil Technologies

ESTABLISHMENT INFORMATION

Owner Name Mark Blackburn

Manager Name Michelle Newsham

Phone (562) 205 - 4970 Fax (562) 205 - 9237

Email michelle@uwscompany.com

Mailing Address: PO Box 3038

City: Whittier Zip Code: 90605

(check box if physical address is the same as mailing address)

Physical Address: 10120 Miller Way

City: South Gate Zip Code: 90280

Thos Bros _____ X St Garfield

GPS _____

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:

- | | | |
|-------------------------------------|---------------------|--|
| <input type="checkbox"/> | <u>Exhibit GW2</u> | BIOMASS/COGENERATION (Processed and Unprocessed) |
| <input checked="" type="checkbox"/> | <u>Exhibit GW4</u> | COMPOSTING (Processed and Unprocessed) |
| <input type="checkbox"/> | <u>Exhibit GW6</u> | LANDFILL (Processed and Unprocessed) |
| <input type="checkbox"/> | <u>Exhibit GW10</u> | HAULER/TRANSPORTER Moving Green Waste Resulting from the Processing of Regulated Articles (e.g. bulk grapes for crush) that Originated in a Quarantine Area |
| <input type="checkbox"/> | <u>Exhibit GW12</u> | TRANSFER STATION |

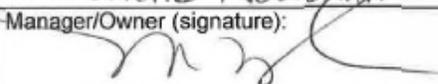
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

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 host 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>Los Angeles</u> in the State of California on <u>8, 15, 2022</u> | |
| Establishment by: (print name) <u>Michelle Newsom</u> | Program by: (print name) Karina Chu |
| Manager/Owner (signature):  | Program Officer (signature): <u>Karina Chu</u> |



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-GWCD-06

1. 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 _____

2. BUSINESS/ESTABLISHMENT:

Establishment Name (subsequently referred to as "Establishment"):

Universal Resource Recovery

ESTABLISHMENT INFORMATION

Owner Name Mark Blackburn

Manager Name Michelle Newsham

Phone (562) 205 - 4970 Fax (562) 205 - 9237

Email michelle@uwscompany.com

Mailing Address: PO Box 3038

City: Whittier Zip Code: 90605

(check box if physical address is the same as mailing address)

Physical Address: 9016 Norwalk Blvd

City: Santa Fe Springs Zip Code: 90670

Thos Bros _____ X St Los Nietos

GPS _____

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 GW6 **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**

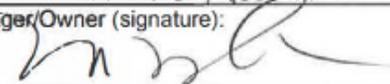
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

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 host 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>Los Angeles</u> in the State of California on <u>8 / 15 / 2002</u> | |
| Establishment by: (print name) <u>Michelle Newsham</u> | Program by: (print name) <u>i</u> Karina Chu |
| Manager/Owner (signature):  | Program Officer (signature): <u>Karina Chu</u> |



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-GWCD-09

1. **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 _____

2. **BUSINESS/ESTABLISHMENT:**

Establishment Name (subsequently referred to as "Establishment"):

24th Street Transfer/Organics Processing

ESTABLISHMENT INFORMATION

Owner Name Mark Blackburn

Manager Name Michelle Newsham

Phone (562) 205 _____ - 4970 _____ Fax (562) 205 _____ - 9237 _____

Email michelle@uwscompany.com

Mailing Address: Po Box 3038

City: Whittier Zip Code: 90605

(check box if physical address is the same as mailing address)

Physical Address: 2460 E 24th St

City: Los Angeles Zip Code: 90058

Thos Bros _____ X St Minerva

GPS _____

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 GW6 **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**

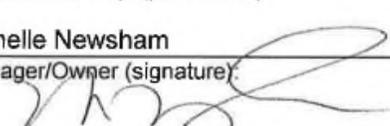
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

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 host 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>Los Angeles</u> in the State of California on <u>8/24/22</u> | |
| Establishment by: (print name) Michelle Newsham | Program by: (print name) Karina Chu |
| Manager/Owner (signature):  | Program Officer (signature): <i>Karina Chu</i> |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Residential Franchise Services
Service Areas Altadena/Kinneloa Mesa, and South Bay
March 22, 2022

PROPOSAL FOR EXCLUSIVE COMMERCIAL FRANCHISE SERVICES

ATTENTION TO: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS



SUBMITTED BY



Universal Waste Systems, Inc.
9010-9030 Norwalk Blvd., Santa Fe Springs CA 90670
By: Matt Blackburn (909) 859-5731
matt@uwscompany.com

“Large Enough to SERVE .. Small Enough to CARE!”

SECTION 2: COMPREHENSIVE TABLE OF CONTENTS

SECTION HEADINGS

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Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Residential Franchise Services

Service Areas Altadena/Kinnetoa Mesa, and South Bay

March 22, 2022

Attachments:

Bid Guaranty & Bid Bondability Letter

Contractor Forms

Sub Contractor Forms

Waste Collectors Permit

Corporate Documents

Universal Waste Systems, Inc. / County of Los Angeles- (BRC0000228)
Exclusive Residential Franchise Services
Service Areas Altadena/Kinneoala Mesa, and South Bay
March 22, 2022



Section 3: Letter of Transmittal

March 22, 2022

County of Los Angeles Department of Public Works
Business relations and Contracts Division, 8th Floor
Attn. Mr. David Pang
PO Box 1460
Alhambra, CA 91802-1460

RE: Exclusive Residential Franchise Services for Altadena/Kinneola Mesa and South Bay
(BRC0000228)

Dear Mr. Pang:

Universal Waste Systems Inc., (UWS) is a family-owned privately held company established in 1986 providing waste management services to communities throughout Southern California. We have broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. In addition to successfully operating in exclusive franchise areas where excellent service has earned renewals and extensions, we have also been successful in the highly competitive non-exclusive environment where customers are free to change service providers based upon service quality and price.

UWS is currently the Exclusive Waste Services Vendor for the County of Los Angeles in four separate franchise service areas, as well as the Malibu and Mesa Heights Garbage Disposal District. UWS has an excellent record in these already existing service areas and is confident that we can meet and/or exceed the services requirements in the proposed franchise areas.

Please be assured that UWS fully understands the service requirements as specified in the Request for Proposal (RFP) document and is fully prepared to implement the service requirements in the agreement.

UWS is submitting one proposal for areas Altadena/Kinneola Mesa and South Bay. Our staffing, work plan, facility plan, and overall proposal will apply the same for all service areas, with minor exceptions. When the work plan is different we will note the difference in the proposal.

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Residential Franchise Services

Service Areas Altadena/Kinneloa Mesa, and South Bay

March 22, 2022

Beyond affordable service rates that are both responsible as well as extremely competitive, UWS is prepared to demonstrate that all other expectations for service quality, cleanliness of equipment, customer satisfaction, responsible corporate citizenship, creativity, and financial stability will be the service delivered to the customers of Los Angeles County.

We have designated Matt Blackburn, UWS' Executive Vice President and General Manager, as the primary point of contact with the County of Los Angeles regarding this RFP process. His contact information is below.

On behalf of the Blackburn family and our valued employees, I thank you for the opportunity to propose on the franchise contracts and to be of service to the County of Los Angeles.

Respectfully Submitted,



Mark Blackburn
President,
Universal Waste Systems, Inc.

Primary Contact Person:

Matt Blackburn
Executive Vice President/General Manager
Universal Waste Systems, Inc.

9010 Norwalk Boulevard
Santa Fe Springs, CA. 90670
Phone: (800) 631-7016 Fax: (562) 941-4915
Email: matt@uwscompany.c

SECTION 4: Support Documents for Corporations and Limited Liability Companies

a. Corporations

Universal Waste Systems, Inc. is a California corporation in good standing with the Secretary of State. Please find enclosed under separate cover, marked "Confidential Financial Information/Corporate Documents", the two official documents specified by the RFP under this section, which are as follows:

Certificate of Good Standing with the State of California;

Statement by Domestic Stock Corporation.

b. Limited Liability Companies

Not applicable.



California Secretary of State
Electronic Filing



Corporation - Statement of Information

Entity Name: UNIVERSAL WASTE SYSTEMS, INC.

Entity (File) Number: C1384859

File Date: 07/22/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GV10415

Detailed Filing Information

1. Entity Name: UNIVERSAL WASTE SYSTEMS, INC.

2. Business Addresses:
 - a. Street Address of Principal Office in California: 9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America

 - b. Mailing Address: 9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America

 - c. Street Address of Principal Executive Office: 9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America

3. Officers:
 - a. Chief Executive Officer: Mark Blackburn,
9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America

 - b. Secretary: Anne Blackburn,
9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America

Document ID: GV10415



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: Efrim Volkoff,
9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America
4. Director: Mitchell Blackburn,
9010 Norwalk Blvd
Santa Fe Springs , California 90670
United States of America
- Number of Vacancies on the Board of
Directors: 0
5. Agent for Service of Process: C T CORPORATION SYSTEM
(C0168406)
6. Type of Business: Waste Removal

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Ryan Nelson

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GV10415



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: UNIVERSAL WASTE SYSTEMS, INC.
File Number: C1384859
Registration Date: 09/03/1986
Entity Type: DOMESTIC STOCK CORPORATION
Jurisdiction: CALIFORNIA
Status: ACTIVE (GOOD STANDING)

As of January 31, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 1, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: ZQ2636R

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bizfile.sos.ca.gov/certification/index.

SECTION 5: EXPERIENCE

UWS is a family-owned privately held company established in 1986 providing waste management services to communities throughout Southern California, Arizona and New Mexico. We have broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. In addition to successfully operating in exclusive franchise areas where excellent service has earned renewals and extensions, we have also been successful in the highly competitive non-exclusive environment where customers are free to change service providers based upon service quality and price.

UWS would be a perfect fit for the County as we own and operate all of our processing, transfer and material recovery facilities needed to meet the requirements of the RFP. In addition to the information provided in the RFP, we have provided a section titled "Key Highlights of the Proposal" which will provide a quick summary of the key points as well as some of the enhancements offered by UWS.

UWS current operates in the County and we have spent considerable time in the County familiarizing ourselves with its unique characteristics and operational needs. We have performed route audits and observed the collection of the residential sector during the current collectors work day, as well as shadowed the commercial routes with various route observation team.

UWS is confident that we are prepared and willing to provide the County with exceptional service at a reasonable rate. We look forward to the opportunity.

Proposing Entity

Universal Waste Systems, Inc. ("UWS") is a C-corporation organized in the State of California.

Financial Statements

As the proposing entity, UWS will provide the necessary financial statements as required by the City.

Years in Operation

UWS was formed as a California corporation in 1986 and is in good standing with the California Secretary of State.

Officers

The officers of UWS are:

UWS Officers

| Name | Office |
|----------------|--|
| Mark Blackburn | Chief Executive Officer & Chief Financial Officer |
| Anne Blackburn | Secretary |
| Matt Blackburn | Executive Vice President |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

Corporate Headquarters

Corporate headquarters: 9010-9016 Norwalk Boulevard, Santa Fe Springs, CA 90670.

Mailing Address: P.O. Box 3038, Whittier, CA 90605-308.

Description of Proposers Experience

UWS has broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. In addition to successfully operating in exclusive franchise areas where excellent service has earned renewals and extensions, we have also been successful in the highly competitive non-exclusive environment where customers are free to change service providers based upon service quality and price.

Although UWS is not the largest company that will propose, we are the one company that possess all the capabilities necessary to serve the County and will meet and/or exceed the requirements listed in the RFP. UWS has developed into a company that prides itself on creating partnerships with our communities in order to ensure a high level of service at reasonable rates. We will be committed to the residents and businesses by offering first class services.

Experience in Los Angeles County

Table 1

Current Exclusive Franchise Agreements by Jurisdiction & Years of Service

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|--|--------------------------|--|---|--------------------------------|---|
| City of Los Angeles North East Area | February 2017 to Present | Commercial, Multi-Family, Industrial | -Refuse- -Recycling- -Organic Waste- -C&D- | Multi-Family (carts & bins) | Mr. Daniel Meyers Division Manager LA Dept. of Sanitation 1149 S. Broadway St. 5 th Floor Los Angeles, CA 90015 213-446-2199 |
| | | | | | |
| | | | | | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

| | | | | | |
|------------------------------|-----------------------------|-------------|--|-----------|---|
| County of Los Angeles | | | | | For all LA County franchise areas: Mr. Steve Milewski Senior Civil Engineer County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-3573 |
| West Whittier Area | April 2007 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

Table 2,
Current Exclusive Franchise Agreements, continued

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|---|-----------------------|---------------------------------------|---|-------------------------------|--|
| County of Los Angeles, continued | | | | | <i>See previous page for County of Los Angeles contact info.</i> |
| Pioneer / Carson Park Area | Sept. 2011 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| Mesa Heights Garbage Disposal District | July 2013 to Present | Residential, Commercial, Multi-Family | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| South San Gabriel Area | July 2014 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, | Automated | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
Service Areas Altadena/Kinneloa Mesa, and South Bay
March 22, 2022

| | | | | | |
|-------------------------------------|--------------------------------|--|--|-----------|---|
| | | | E-Waste, Shredding | | |
| Citrus, Charter Oak, Ramona Area | Nov. 2014 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| City of Maywood | March 2020 to Present | Commercial, Multi- Family, Residential Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Jennifer Vasquez 4319 E. Slauson Ave. Maywood, CA 90270 323-562-5712 |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

Table 2

Current Non-Exclusive Franchise Agreements by Jurisdiction & Years of Service

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|------------------------------|----------------------|---|---|-------------------------------|--|
| County of Los Angeles | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Willa Zheng Administrative Assistant County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-3530 |
| City of Malibu | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Rebecca Nelson-Brown Administrative Assistant Environmental Programs City of Malibu 23825 Stuart Ranch Rd. Malibu, CA 90265 310-456-2489, Ext. 286 |
| City of Agoura Hills | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Louis A. Celya Deputy City Manager City of Agoura Hills 3001 Ladyface Ct. Agoura Hills, CA 91301 818-597-7314 |
| City of Glendale | Feb. 2004 to Present | Commercial, Multi-Family, | -Refuse- -Recycling- | n/a | Mr. Dennis Hargrove Assistant Director of Public Works |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

| | | | | | |
|-----------------------------|----------------------------|---|--|-----|--|
| | | Industrial, Roll-Off | -Organic waste- -C&D- | | City of Glendale 548 W. Chevy Chase Dr. Glendale, CA 91204 818-548-3916 |
| City of Burbank | Feb. 2004 to Present | Commercial, Multi- Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Amy Hammes Recycling Specialist City of Burbank 500 S Flower St. Burbank, CA 91502 818-238-3903 |
| City of Vernon | Feb. 2004 to Present | Commercial, Multi- Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Frederick Agyin Director Health & Environmental Control Department City of Vernon 4305 S. Santa Fe Ave. Vernon, CA 90058 323-583-8811 |
| City of Bell Gardens | Feb. 2004 to Present | Commercial, Multi- Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Veronica Sanchez Administrative Specialist City of Bell Gardens 8237 Garfield Ave. Bell Gardens, CA 90201 562-806-7770 |

Table 2 continued on next page

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinnerloa Mesa, and South Bay
 March 22, 2022

Table 2, continued

Current Non-Exclusive Franchise Agreements by Jurisdiction & Years of Service

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|---------------------------|----------------------|---|---|-------------------------------|---|
| City of Commerce | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Linda Wright Administrative Assistant City of Commerce 2535 Commerce Way Commerce, CA 90040 323-722-4805, Ext. 2331 |
| City of Long Beach | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Sarah Adams Recycling Specialist City of Long Beach 2929 Willow Ave. Long Beach, CA 90807 562-570-2852 |
| City of Montebello | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Public Works Department 1600 W. Beverly Blvd. Montebello, CA 90604 323-887-4555 |
| City of Pasadena | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Carmen Rubio Department of Public Works City of Pasadena 233 W. Mountain St., #235 Pasadena, CA 91109 626-744-7162 |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Commercial Franchise Services

Service Areas Altadena/Kinneloa Mesa, and South Bay

March 22, 2022

| | | | | | |
|-------------------------|----------------------------|---|--|-----|---|
| | | | | | crubio@cityofpasadena.net |
| City of Torrance | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Wendy Wu 3031 Torrance Blvd. Torrance, CA 90503 310-781-7679 |
| | | | | | |

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Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

Experience in Orange County

Our Orange County Division is based at 2051 Placentia Ave., Costa Mesa.

Table 3

Current Exclusive and Non-Exclusive Franchise Agreements by Jurisdiction

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|------------------------------|----------------------|---|---|-------------------------------|--|
| City of Costa Mesa | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Mike Balliet City Consultant City of Costa Mesa |
| City of Newport Beach | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Micah Martin Deputy Public Works Director City of Newport Beach 592 Superior Ave., Bldg. A Newport Beach, CA 92663 949-718-3466 |
| City of Irvine | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Public Works Department 1 Civic Center Plaza Irvine, CA 92606 949-724-6357 |
| City of Los Alamitos | Jan. 2022 to Present | Residential, Commercial, Multi-Family, Industrial, | -Refuse- -Recycling- -Organic waste- | Automated | Ms. Michelle Muller Management Analyst City of Los Alamitos |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
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| | | | | | |
|--|--|----------|-------|--|---|
| | | Roll-Off | -C&D- | | 3191 Katella Avenue Los Alamitos, CA 90720 |
|--|--|----------|-------|--|---|

Transition Experience

City of Los Angeles Commercial Franchise Zone

Following a competitive procurement, the City of Los Angeles awarded UWS an exclusive franchise agreement for the North East Commercial Franchise Zone to service commercial, multi-family, and industrial customers. This franchise was awarded and covered all services including waste, recyclable and organic collection, processing of all waste streams, facility development and construction along with a robust public education component as well as legislative compliance.

During the 6-month period of July 2017 to January 2018, we transitioned 9,000 new accounts from 20 different service providers to a new UWS account.

The transition included: (i) creating individual customer records; (ii) conducting site inspections to establish GIS parameters; (iii) delivering over 15,000 containers; (iv) completing on-site waste assessments; and (v) initiating service.

During the transition period, we established 35 new commercial collection routes, 5 new roll-off routes, and 8 new scout routes. While we were busy establishing these 9,000 new accounts, we were also divesting 8,000 of our commercial and multi-family customers in the 10 other City franchise zones to the 6 new service providers in those zones.

The Los Angeles transition presented us with some unique challenges: subscription information was frequently incomplete or inaccurate; new subscribers resisted the change because the franchising system represented a material change in service; and, the City’s plan for expanded ‘Zero Waste’ programs brought with it some significant cost increases to the customer. In the face of these challenges, we were able to deliver 99% service reliability to our new customers during the transition.

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Table 4

City of Los Angeles Transition Experience

| Jurisdiction | Transition Period | Customer Types | Service Performed | Container Types | Contact Information |
|---|---|---|--|--|---|
| <p style="text-align: center;">City of Los Angeles North East Franchise Zone</p> | <p style="text-align: center;">July 2017 to Jan. 2018</p> | <p style="text-align: center;">Commercial, Multi-Family, Industrial</p> | <p style="text-align: center;">-Refuse- -Recycling- -Organic Waste- -C&D-</p> | <p style="text-align: center;">Carts, bins, stationary compactors & debris boxes</p> | <p style="text-align: center;">Mr. Daniel Meyers Division Manager LA Dept. of Sanitation 1149 S. Broadway St. 5th Floor Los Angeles, CA 90015 213-446-2199</p> |

City of Maywood

UWS transitioned the City of Maywood in March of 2020 during the pandemic and in order to replace a non-performing contractor. The City of Maywood had contracted with a company that was not able to meet the performance requirements in the City’s franchise agreement and had left the City without any notice.

The City was approached by a large private hauler which moved into the City in late December of 2019 to assist the City in making sure the trash was collected. Within a few months, the company made demands of the City for a long-term evergreen contract with large rate increases. After a few months of negotiations, the company provided the City notice that it would be leaving at the end of February 2020 if the City would not agree to the terms of a new contract. This noticed provided the City about a week’s notice to find another company to step in and perform the services.

UWS was contact by the City’s consultant that they had been working with to see if there was interest in the City of Maywood. UWS met with the City and the consultant and within a few hours had a plan to begin service the week following the departure of the exiting company. The City did not have any interruption of service and the City and UWS successfully negotiated a new agreement that is in place today. As well, UWS agreed to provide the services at the previous company’s rates for the balance of 2020 with a new rate structure being implemented over the next three (3) years. This transition was quick, demanding and very successful.

Table 5

City of Maywood Transition Experience

| Jurisdiction | Transition Period | Customer Types | Service Performed | Container Types | Contact Information |
|------------------------|-------------------|--|---|--|---|
| City of Maywood | March 2020 | Residential, Commercial, Multi-Family, Industrial | -Refuse- -Recycling- -Organic Waste- -C&D- | Carts, bins, stationary compactors & debris boxes | Ms. Jennifer Vasquez City Manager 4319 E. Slauson Ave. Maywood, CA 90270 (323) 562-5712 |

County of Los Angeles Mesa Heights Garbage Disposal District

In addition to transitioning commercial, multi-family, and industrial customers in the City of Los Angeles and Maywood, we have also transitioned service for residential customers in combination with other services for the County of Los Angeles Mesa Heights Garbage Disposal District.

In the Mesa Heights District, we transitioned 8,000 single family homes, and 100 commercial and multi-family properties during the 60-day period May to July 2013. The transition required coordination with the outgoing service provider Republic Services and included delivering approximately 25,000 containers and establishing 5 new residential routes, 1 new bulky waste/illegal dumping abatement route, and 1 new commercial route.

The scope of services in the Mesa Heights District included a 3-barrell residential program, public curbside receptacles collection, bulky item collection, mulch/compost give away, e-waste collection, and a SHARPS recycling program.

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Table 6

County of Los Angeles Mesa Heights District Transition Experience

| Jurisdiction | Transition Period | Customer Types | Service Performed | Container Types | Contact Information |
|--|-----------------------------|--|---|---|---|
| County of Los Angeles Mesa Heights Garbage Disposal District | May 2013 to July 2013 | Residential, Commercial, Multi-Family, Industrial | -Refuse- -Recycling- -Organic Waste- -C&D- | Carts, bins, stationary compactors & debris boxes | Mr. Steve Milewski Senior Civil Engineer County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-3573 |

City of Los Alamitos

UWS was selected for a new ten (10) year franchise agreement for solid waste collection services in November of 2021 with service commencement on January 1, 2022. The final contract was approved on December 6, 2021 with less than 30 days for implementation. UWS worked with the exiting hauler, Republic Services and was successful in deploying carts to the 2,000 residents and over 1,000 new commercial bins to the customers. Service and new programs commenced on January 1, 2022 without any interruption in service and on time.

| | | | | | |
|-----------------------------|----------------------------|---|---|-----------|--|
| City of Los Alamitos | Jan. 2022 to Present | Residential, Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | Automated | Ms. Michelle Muller Management Analyst City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720 |
|-----------------------------|----------------------------|---|---|-----------|--|

Key Personnel

UWS' President and CEO, Mark Blackburn started the company in 1986 with one truck and a few hundred bins. Since 1986, UWS has grown into one of the premier environmental waste and recycling companies in California and the nation. UWS employs over 500 employees runs 350 trucks in 3 states with multiple operations and processing centers in the greater Southern California market available to the County. Under Mr. Blackburn's leadership he has created an environment where all employees are unified in their commitment to our mission, vision, and values. The company's success is a result of empowering our employees to make good decision, implement them with the ultimate goal of the opportunity for upward mobility.

Mission

Universal Waste Systems exists to provide quality waste and recycling services which result in a clean and healthy environment for communities we serve by applying innovative solutions to the challenges of today and tomorrow.

Vision

To be the flagship company for comprehensive waste management services in Southern California by being the best and healthiest place to work and innovate to deliver cutting-edge environmental solutions to achieve "zero waste.

Core Values

Integrity

We operate with honesty and integrity in all dealings with customers, jurisdictional representatives and each other. We do what we say, and we say what we do.

Sustainable Practices

We are committed to planning effective waste diversion strategies and ensuring that our plans are carried out as promised. We operate our business as good stewards in a more sustainable way.

Unity of Purpose

We frequently and consistently communicate our mission and performance standards to all of our employees so as to operate with a unity of purpose at all times.

The Power of a Personal Guarantee

Our owner, family members, and management staff give their personal guarantee that every single customer issue or inquiry will be handled to the ultimate satisfaction of the customer and the City.

Company Slogan

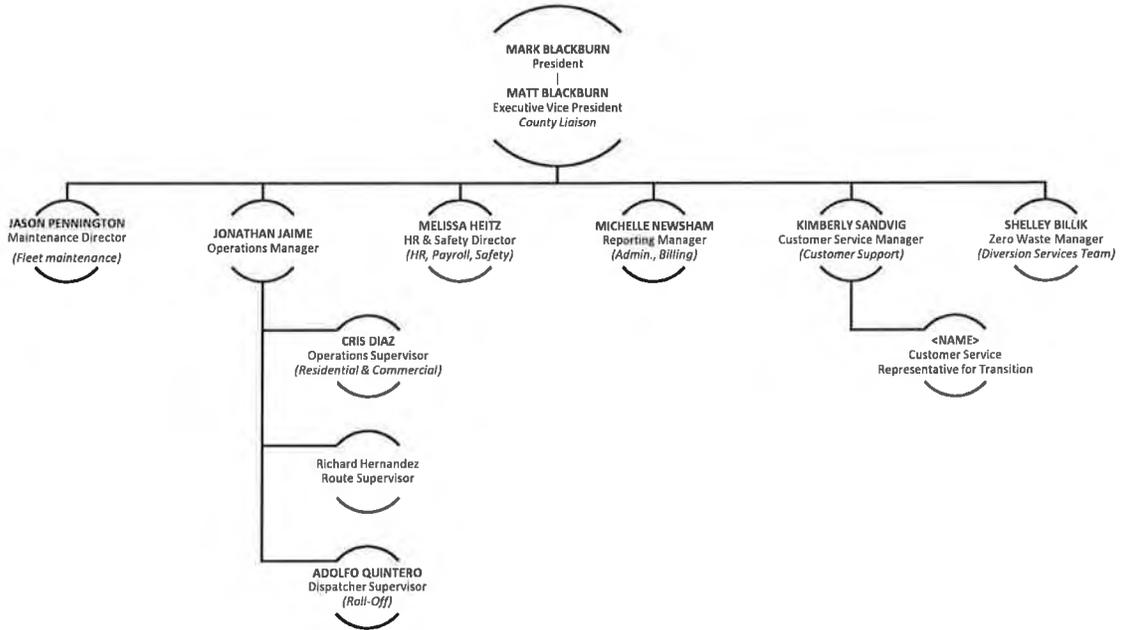
"Large enough to serve; small enough to care."

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Organization

Figure below illustrates the span of control of our leadership team.

Figure UWS Leadership Team.



Key personnel are grouped into teams (Executive, Operations, Customer Care, and Support Services) and are introduced on the pages that follow.

Executive Team

Mark Blackburn

President and CEO

46 years solid waste industry experience

Mark Blackburn is the company's founder, majority owner, and chief executive officer.

Mark sets the strategic direction for the company. He has piloted the company to new horizons including franchised collection operations, solid waste transfer, material recovery, organics processing, conversion technologies, and new geographic areas (New Mexico and Arizona).

Mark is an innovator who investigates and experiments with new approaches and technologies.

Experience

Mark entered the solid waste industry in 1974 working for his father (Harry Blackburn) at Signal Hill Disposal.

After a 12-year 'apprenticeship' in the industry and in entrepreneurship, Mark and wife Anne struck out on their own and founded Universal Waste Systems, Inc. in 1986.

From one truck and one account, the company now employs 500 employees and operates 350 collection vehicles from 9 locations with over \$100 million in annual revenue.

Contact me:
562-941-4900
mark@
uwscompany.com

Matt Blackburn

Executive Vice President

20 years solid waste industry experience

Matt Blackburn is the Executive Vice President and Chief Operating Officer. Matt is responsible for managing day-to-day operations for waste collection and facilities. He also oversees all support services.

Matt is the primary contact for each of the jurisdictions that we serve. He has led jurisdiction transitions for UWS including the City of Los Angeles and Maywood franchise.

Matt will lead our team from transition, planning, through start-up.

Contact me:
562-941-4900
matt@
uwscompany.com

Experience

Matt joined the company working in the dispatch office. Prior to assuming the role of executive vice president in 2015, he had worked in every facet of the business.

Operations Team

Mitchell Blackburn

Vice President of Collection Operations
15 years solid waste industry experience

Michael Blackburn

Vice President of Post Collection Facilities
12 years solid waste industry experience

Jenese Blackburn

Operations Manager – Temporary Services
10 years solid waste industry experience

Ryan Blackburn

General Manager – Liquid Waste Division
14 years solid waste industry experience

Jonathan Jaime

Operations Manager
11 years solid waste industry experience

Jonathan Jaime oversees Southern California collection operations from his offices in Los Angeles and Southgate.

Experience

Jonathan has 11 years' experience in solid waste collection and material processing. He joined UWS in July 2017 to assist with the roll out of UWS services in the City of Los Angeles RecyclA Northeast commercial zone.

Prior to joining UWS, Jonathan was lead supervisor for Republic Service's nine franchises in Orange County where he managed 12 supervisors and 220 collection drivers. Jonathan began his Republic Services career as a driver.

Contact me:
562-941-4900
jonathan@
uwscompany.com

Cris Diaz

Operations Supervisor

18 years solid waste industry experience

Cris Diaz manages residential and commercial collection services from our Los Angeles office.

He brings a customer-centric and positive approach to problem-solving.

Experience

Cris has extensive solid waste experience. Prior to joining UWS in 2019, he worked 15 years for Republic Services including managing hauling operations, roll-off services, and two material recovery facilities.

Contact me:
562-941-4900
cris@
uwscompany.com

Brian Zuniga

Dispatch Manager

17 years solid waste industry experience

Adolfo Quintero manages our system-wide dispatch function and routes daily roll-off collection services from our South Gate office. We also rely upon his expertise as a member of our transition team.

Experience

Adolfo has worked in the waste and recycling industry for over 17 years. He joined UWS in 2017. Adolfo began his solid waste career as a customer services representative at Consolidated Disposal. He later worked as a dispatcher at both United Pacific Waste and Republic Services.

Adolfo has been a part of transition teams for Gardena, Rowland Heights, El Monte, and the City of Los Angeles.

Contact me:
562-941-4900
brianz@
uwscompany.com

Jason Pennington

Maintenance Director

7 years solid waste industry experience

Jason Pennington manages vehicle maintenance and repair operations for our fleet of 500+ collection vehicles including transfer vehicles, and miscellaneous vehicles at our nine locations.

Jason is also responsible for vehicle software systems, management and development of our 50 member maintenance staff, and for equipment procurement.

He works from our South Gate and Los Angeles offices.

Experience

Jason has 18 years' experience in fleet maintenance. He joined the UWS Team in 2017.

Prior to joining UWS, he held positions of Maintenance Manager at Recology.

Contact me:
562-941-4900
jason@
uwscompany.com

Richard Hernandez

Orange County Route Manager

5 years solid waste industry experience

As the designated Orange County Route Supervisor, Richard will be assigned exclusively to the county to monitor all collections, make contact with customers regarding collection issues, and verify completion of each service work order. Richard will be available to the City's designee by cell phone, email or radio.

Experience

Richard has extensive solid waste experience. Richard has worked his way up at UWS from swamper, to driver, and now to route supervisor. Richard has experience at every level of operations.

Contact me:
562-841-4900
Richard@
uwscompany.com

Customer Care Team

Kimberly Sandvig

Customer Service Manager

7 years solid waste industry experience

Kimberly Sandvig manages our customer service operations supervising over 35 customer service representatives who assist our residential and commercial customers. Kim works from our Orange and Los Angeles office.

Experience

Kim joined UWS in 2017 with over 7 years' solid waste experience. Prior to joining UWS, she was employed by Crown Disposal and then Recology after it acquired Crown.

Kim's prior experience includes 10 years working with special-needs children.

Contact me:
562-941-4900
kim@
uwscompany.com

Public Education and Outreach

Shelley Billik

Zero Waste Outreach & Education Manager

25 years solid waste industry experience

Shelley Billik manages our Zero Waste services unit supervising 15 Zero Waste field representatives. This unit is responsible for face-to-face contact with customers to introduce them to diversion opportunities and obligations, engage customers in programs, monitor participation, and report outcomes.

Experience

Shelley began her affiliation with UWS in 2015 first designing and then directing the effort to enroll customers in recycling and organic recycling services in the newly awarded City of Los Angeles Commercial Solid Waste Franchise Northeast Zone.

Shelley has 25+ years' experience in sustainability and environmental programs. Prior to joining Clements Environmental (a UWS subcontractor), she served as Vice President of Environmental Initiatives for Warner Bros. Studios, Burbank, where she launched programs for waste prevention, reuse and recycling, supply chain management, energy efficiency, water conservation, green building, solar energy, and alternative fuels.

Contact me:
562-941-4900
shelley@
uwscompany.com

Support Services Team

Michelle Newsham

Reporting Manager

26 years solid waste industry experience

Michelle Newsham is responsible for jurisdiction reporting (disposal & diversion tonnage and city fee payments), administrative services, and customer billing and collections.

She will be a key member of our transition team.

Experience

Michelle is a 26-year employee of UWS. She has extensive experience with transitioning several service areas to UWS service including the City of Los Angeles, Maywood and Los Angeles County areas of Malibu, Mesa Heights, NW & NE Mountain & Bays, West Whittier, Citrus, Pioneer/Carson, and South San Gabriel. She also was integrally involved in several business acquisitions by UWS.

Michelle began her career at UWS as a customer service representative and has managed the customer service function and dispatch operations.

Michelle attended Mount San Antonio College, Walnut, and Chaffey College, Rancho Cucamonga.

Contact me:
562-941-4900
michelle@
uwscompany.com

Melissa Heitz

Human Resources Manager and Safety Coordinator

7 years solid waste industry experience

Melissa is responsible for our human resources function and our safety program.

Experience

Melissa joined UWS in 2017. Prior to joining UWS, she worked in human resources and safety for the State of California, Alameda County, and Recology, Inc.

Melissa is a graduate of San Jose State University with a B. S. degree in public relations.

Contact me:
562-941-4900
melissa@
uwscompany.com

Minimum Mandatory Requirements (RFP Part I, Section 1.B):

UWS complies fully with the Minimum Mandatory Requirements as noted above and as specified in the RFP. Located hereinafter is a completed Form PW-18, ("Exclusive Franchise Agreement for All Areas"), dated and signed by an officer of the corporation.

In the narrative, UWS complies as follows:

1. Three (3) years minimum experience.

UWS has continually been in the business of providing municipal solid waste collection and disposal services since 1984, which is over 33 years, a period far exceeding the three year minimum requirement. Specifically, UWS has provided all of the services outlined to the Malibu GDD since 2008 including automated and commercial dumpster service collection of refuse, recycling, and green waste from single family homes, multifamily, businesses, commercial establishment, and industrial establishments. This alone meets the minimum requirements. UWS also currently provides or has provided residential in South San Gabriel, Citrus/Charter Oak/ Ramona, Pioneer Carson Park, North East and West Bay and Mountain, Valencia County NM, Sandoval County NM, Malibu GDD, Mesa Heights GDD.

In Mesa Heights UWS also provides commercial dumpster service collection of refuse, recycling, and green waste from, multifamily, businesses, commercial establishment, and industrial establishments since 2013.

UWS sites specifically the Mesa Heights Garbage Disposal District where our company has been responsible for alley clean up, public receptacles, illegal dumping, and large item collection since July of 2013.

UWS also provides for alley clean up/abandoned waste collection specific services in Malibu GDD, South San Gabriel, West Whittier, Pioneer Carson Park, and Citrus/Charter Oaks/Ramona contracts.

2. Solid Waste Collector Permit:

UWS is in possession of a current waste collector permit which is included in our proposal.

3. Bid Guarantee

UWS is in possession of a bid guarantee for Altadena/Kinneola Mesa and South Bay which is included in our proposal in a separate attachment.

SECTION 6: WORK PLAN

a. Staffing

UWS has reviewed the customer counts, cubic yards, and tonnage estimates provided in the proposal. We believe that the numbers are not necessarily reflective of the actual customer base. We propose the following staffing plan for customer service, management, and maintenance:

UWS proposes 1 customer service representative to be added to our team for every 5,000 accounts awarded in the County during the contract, during implementation of the program we will employ 2 customer service representatives per 5,000 customers.

UWS proposes 1 route manager to be added to our team for each contract awarded in the County during the contract, during implementation of the program we will employ dedicate an operations manager, route manager, and designated dispatcher for each franchise area awarded. In addition our Vice President will lead as the main point of contact for the County staff overseeing the implementation and contract roll out.

UWS proposes 1 maintenance mechanic to be added to our team for every 5 collection vehicles need for the customers awarded in the County during the contract.

UWS proposes the following staffing requirements for solid waste collection services:

UWS proposes 1 full time solid waste collection driver for every 900 homes in the franchise area awarded.

UWS proposes 1 full time recycling / organics collection truck for every solid waste collection truck working in the franchise area. The recycling and organic trucks will work 10 hour shifts, 5 hours on recycling and 5 hours collection organics with 2 loads collected per day.

UWS proposes 1 dedicated bulky item/ illegal dumping/ alley clean up truck in each franchise area.

Pre-hire Process

Before someone is hired as a team member at UWS, they are interviewed and evaluated by experienced staff members to assure that they are not just technically qualified for the position they are applying for, but that they also have the proper mindset to want to work safely and professionally. UWS conducts pre-employment physicals and drug/ alcohol testing during the pre-hire process as well. This creates the base for a safe employee.

New Hire Process

All new UWS employees undergo a New Hire Safety Orientation on their first day of employment, regardless of their position in our organization. Any position in any workplace has inherent hazards and therefore a new hire orientation prepares new employees with the knowledge to recognize work related hazards of all types, as well as how to mitigate or eliminate them. Knowledge is a powerful tool in injury prevention, therefore learning about our safe practices, policies and programs is important. The safety orientation is normally performed by a member of the Safety Department and covers various topics, such as our Injury & Illness Prevention Program, Lockout/Tagout, First Aid basics, Fire Prevention and Extinguisher use, Heat Illness Prevention, Personal Protective Equipment, dug and alcohol policies, etc.

New Hire Mentoring

New hires also go through some level of mentoring by other skilled and experienced employees in their departments. Not only do they first get to observe and acclimate to their positions, but they are also mentored on how to perform their duties safely. This is an important stage for all new hires because they get the opportunity to learn how to perform their duties safely from someone else who has performed similar duties for years. For example, for drivers, the mentoring involves a period of ride-a-longs with an experienced driver that will observe driving skills, vehicle inspections and overall job performance. It also helps remove some of the anxiety of working in a new position, which allows the individual to better concentrate on his/her tasks.

Safety Program Implementation

In order to develop a safe work environment, UWS has created safety programs to help set the structure for developing safe work practices and also for complying with OSHA standards. Safety programs are living documents and must not only be developed and implemented, but also modified from time to time to remain current with regulations or to adjust to changes in work related hazards. Typical safety programs at UWS include:

- IIPP
- Heat Illness Prevention
- Emergency Action Plan/Fire Prevention Plan
- Hazard Communication
- Hazardous Waste Identification
- Infectious Disease & Response Plan
- Hearing Conservation Program
- Energy Control (lockout/tagout)
- Code of Safe Practices
- Hot work Program

Personal Protective Equipment

Whenever administrative controls or engineering controls are not enough to eliminate a hazard, then we must consider personal protective equipment (PPE) to further protect our employees. Typical considerations for protecting our employees are the nature of the hazard, such as dust or abrasion hazards, as well as the part of the body that may be affected. PPE is carefully selected for our employees in order to provide them a product that will offer them the appropriate level of protection, while also offering comfort and mobility. Examples of PPE used at UWS for certain parts of the body are as follows:

- Head Protection: Hard hats, Welding caps
- Face and Eye Protection: Faceshields, Safety Glasses, Goggles, Cutting Glasses, Welding Hoods
- Respiratory Protection: Cloth masks, KN95s, N95s
- Hearing Protection: Ear Plugs, Earmuffs
- Body Protection: Uniforms, Welding Leathers, Tyvek Suits, Denim Sleeves
- Hand Protection: Leather gloves, Nitrile Disposable Gloves, Nitrile Coated and Rubber Coated Abrasion Resistant Gloves
- Foot Protection: PVC boots, Safety Toe Boots

The aforementioned PPE is provided at no cost to our employees and is replaced as necessary to keep our team injury free while working with various commodities, surfaces and environments.

Training

As mentioned previously, the more knowledgeable an employee is regarding how to perform his/her job safely, the less likely it will be that he/she will suffer a work related injury. Our employees therefore receive new hire safety training on their first day of employment, on-the-job training and regular safety training in the form of weekly safety meetings. The safety meetings not only cover regulatory topics such as Heat Illness Prevention or PPE, but cover function specific topics such as proper lifting techniques or distracted driving. In the following list are examples of other topics covered during the safety training sessions:

- Slips and Falls
- Driving in the Rain
- Blind Spot Awareness
- Covid Prevention
- How to Inspect a Fire Extinguisher
- Emergency Procedures for Load Fires
- Backing Safely
- Staying Hydrated
- Rodent, Snakes and Insects
- Lithium Battery Fire Safety
- Cell Phone Distractions

As you can see from this small sampling of topics, the variety spans the safety spectrum. Additionally, certain employee groups also receive specialized training such as forklift and aerial lift certification training and our drivers attend Smith System Defensive Driving training.

Evaluation/Observations

Informal safety and performance evaluations are performed on a daily basis by supervisors and lead employees while their team members are in the field, servicing customers or while working within our facilities. This allows for lead and supervisory personnel to evaluate the safe work habits of their peers. If areas of improvement are observed, they bring them to the individual's attention right away in order to prevent an injury. Additionally, our management team may also select certain individuals for more formalized observations either for random assessments or for post incident reviews. These observations are documented on a specific safety observation form. Individuals are observed for safe work habits and are then provided with feedback on both positive actions as well as areas for improvement. This type of activity helps to strengthen the concept that workplace safety is always an important consideration in any task and promotes discussion of safe work concepts.

b. Subcontractors

UWS is proposing to subcontract certain services under the Altadena/Kinneola Mesa agreement to Southland Disposal Company. Southland is a local small business that has operation in Southern California. UWS plans to do all of the roll out and oversight of the agreement, but proposes using Southland for some strategic services such as hard to service area, bulky item, and illegal dumping. UWS customer service center, management team, and policies and procedures will manage Southland as a subcontractor.

c. Customer Service and Communications Protocols

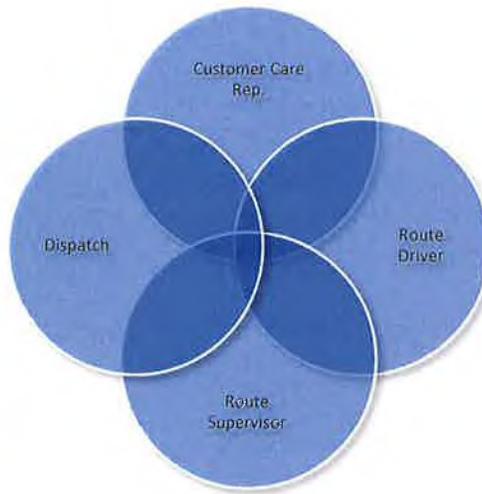
UWS roots are in the highly competitive nonexclusive franchise environment where customers are free to change providers if service quality is not maintained. Quality customer service always has been and continues to be of utmost importance to the Blackburn Family. Here the power of the personal guarantee, a UWS Core Value, is exemplified by the hands-on involvement of the key management team members to ensure that every single Customer complaint or simple inquiry is resolved to the complete satisfaction of the Customer.

Our Customer Care Model

Customer-Initiated Contacts

At UWS, Customer service is a team effort. The 'Customer service team' consists of our Customer Care Representatives, our Dispatchers, our Route Supervisors, and Route Drivers.

UWS Customer Care Team



Our **Customer Care Representatives** receive Customer calls, message chats, and emails. They are well versed in policies and procedures and able to answer questions. If a Customer contact involves a service issue, a Service Order is generated through the Customer Record Management (CRM) system.

A central figure of the Customer care team is our **Dispatch Office**. Dispatch assigns service orders to the appropriate route, monitors the status of open orders, and closes them out when completed.

Route Drivers receive service orders on their on-board screen, perform the work, and log the Service Order action taken.

Route Supervisors are our quality control inspectors. They follow-up to see that service orders are fulfilled in a timely and quality manner. If warranted by the nature of the contact, the Route Supervisor will make in-person contact with the Customer to ensure satisfaction.

Driver-Initiated Reports

Our Customer care model works in reverse as well.

Drivers report to Dispatch when there is an issue with service such as an inaccessible bin and then either the Dispatcher or the Customer Care Representative will initiate contact with the Customer.

Documentation

Whether the Customer or our Driver initiates the contact, notes are added to the account so that any Customer Care Representative accessing the account in the future has full access to the account history.

Fulfillment Policy

Our goal is to complete all service orders the same day that are received by 1:00 P.M.

If a Customer Care Representative cannot complete a Customer request during the call, the caller will be advised that they can expect follow-up either before the end of that day or no later than the next business day.

Jurisdiction Specific Information

Customer Care Representatives receive continuing education regarding the service, programs and policies of the jurisdictions that we serve. Weekly briefings keep our representatives abreast of events and changes upcoming in jurisdictions. In addition to the jurisdiction-specific information that appears on the Customer record, each Customer Care Representative has at hand a database of common services, rates & policies, and even the franchise agreement/contract, for each jurisdiction. These procedures will ensure that the calling customer receives timely and accurate information from our Customer Care Representative, ideally in one call.

Customer Care Center

Staffing

We operate a stand-alone Customer care center in our Orange and Los Angeles Counties offices staffed by over twenty-five (25) representatives. The center operates Monday through Friday from 7:00 A.M. to 5:00 P.M. and 8:00 A.M. to 12:00 P.M. on Saturday. Peak staffing is provided Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M.

Hiring & Training

Hiring

We select Customer Care Representatives based on their positive attitude and their desire to help others.

One-Stop-Shop

Our goal is for our Customer Care Center to be a 'One-Stop-Shop'. Besides addressing service questions and issues, our Customer Care Representatives are trained to handle credits, adjustments, billing disputes, opening and closing of accounts, service level changes, management or ownership changes, processing payments and enrolling the Customer in auto pay. They can also walk the Customer through the pay online feature if assistance is needed.

Complaint Resolution Protocol

Customer Care Representatives are trained to follow our Customer Service Protocol:

- The Customer Is Always Right
- Every Customer inquiry or complaint is deemed urgent and legitimate until proven otherwise
- Company resources should immediately be redirected to achieve an expedient resolution of the matter
- Some matters need to be moved to a more senior member if needed to expedite resolution
- Relentless follow-up is expected to ensure resolution is achieved within 24 hours
- Post resolution Customer feedback is crucial to constantly improving service quality

Customer Record Management System

We utilize the AMCS Tower Customer service software system for Customer record management.

Telephone System

We utilize the NEC9300 telephone communications platform.

The telephone system gives our Customer Care Team the ability to see the hold queue and respond access the next up call. If all

The system is scalable and adaptable to the changes and growth of our business.

System Metrics

We are able to monitor call metrics system-wide and for individual jurisdictions. *Telephony Metrics table below* is a real example of telephony metrics from our system.

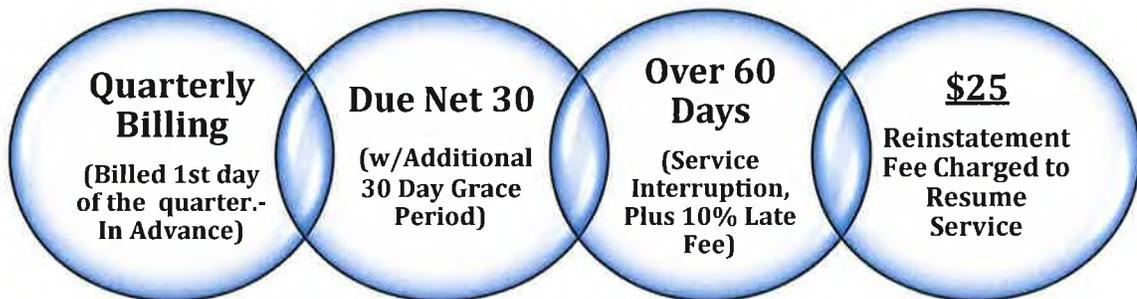
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Telephony Metrics

| Metric | Value | Unit |
|---|-------|---------|
| Monthly average percent of calls answered within 60 seconds | 99 | % |
| Abandoned calls | 1 | % |
| Abandoned call rate, peak hours | 1 | % |
| Abandoned call rate, off-peak hours | 0 | % |
| Average amount of time it takes call center staff to complete a customer support call/session, including documentation (inbound) | 3:14 | Minutes |
| Average amount of time it takes call center staff to complete a customer support call/session, including documentation (outbound) | 1:28 | Minutes |
| Number of calls (inbound) | 2,199 | Number |
| Number of calls (outbound) | 1,567 | Number |
| Average call wait time | 34 | Seconds |
| Average amount of time to respond to Customer inquiry via the web, email, mobile app, etc. | 7 | Minutes |
| Average amount of time callers spend in agent-induced hold | 3:48 | Minutes |
| Percent of logged-in time spent in a 'work' state (for calls, a work state is generally talk and after call work time) | 8.4 | % |
| Total number of contacts received for processing per day | 2,219 | Number |

d. Billing Procedures

UWS will provide all of the billing and collection through our in house billing team. Our standard terms for commercial and multifamily billing procedures are outline below.



e. Emergency Services

UWS has a large enough labor pool and surplus equipment, as well as the capital resources sufficient to respond meaningfully in the event of an emergency or natural disaster. If selected as the prevailing bidder in this RFB process with the County of Los Angeles, UWS would be pleased

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to develop an Emergency Response Plan. This plan will provide the County with an additional resource to summon should the County be faced with responding to a force majeure that could overwhelm the contingency capabilities of the local emergency response mechanism within the County.

Example of emergency services available would be roll off containers, additional collection equipment, portable toilet services, and disposal facilities.

f. Locations



City of South Gate Operating Facility

UWS - South Gate Truck Terminal and Compost Facility
10120 Miller Way
South Gate, CA 90280

Santa Fe Springs Operating Facility

UWS Truck Terminal, Material Recovery and Transfer Facility
9016-9030 Norwalk Blvd.
Santa Fe Springs, CA 90670

Customer Service Center

UWS Truck Terminal and Customer Service Facility
1645 N. Main Street
Los Angeles, CA 90012

Billing/ Franchise Administration/ Public Relations

Corporate Office
9010-9030 Norwalk Blvd.
Santa Fe Springs, CA 90670

g. Solid Waste Collection Facilities



UWS' Santa Fe Springs Material Recovery and Transfer Facility (MRF) is designed for 3,000 tons per day and currently operating at about 1,500 tons per day. This facility has a full solid waste facility permit capable of processing all types of waste streams.

UWS is proposing to use this facility as the main hub for waste and recyclable materials to be delivered. This facility currently has enough capacity to accommodate the tonnage from the County of Los Angeles without the need to re-permit or make any modifications to the operation. This facility will also be used for process of various other waste stream which will provide for more efficient routing and program management. UWS has deployed this program design in other jurisdictions with a high degree of success and will work with the staff to make this available to the County customer base.

In addition to the Santa Fe Springs transfer Facility, UWS has a contractual relationship with the transfer stations owned by Republic Services in the Cities of Long Beach, Vernon and East Los Angeles which will be available to UWS if necessary. UWS will utilize Direct Disposal for C&D recycling if needed.

UWS Transfer Facility

| | |
|--|--|
| <i>i. Facility name & address</i> | Universal Waste Systems, Inc. 9010 and 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 |
| <i>ii. Owner / Operator</i> | Universal Waste Systems, Inc. 9010 and 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 |
| <i>iii. Relationship with Proposer</i> | Proposer owned |
| <i>iv. CalRecycle SWIS #</i> | 19-AA-1140 |
| <i>v. Material processed</i> | Municipal Solid Waste (MSW), Source-Separated and Commingled Recyclables and Transfer of material. |
| <i>vi. Price per ton</i> | Available upon request |
| <i>vii. Capacity guarantee</i> | UWS will guarantee adequate tonnage capacity for the County of Los Angeles to service the proposed franchise agreement. |
| <i>viii. Estimated diversion rate</i> | (a) Residential source-separated mixed recyclables (85%) (b) Commercial source-separated mixed recyclables (85%) (c) Commercial source-separated OCC (98%) (d) Mixed Waste Processing (25 to 35%) |

Source-Separated Recyclable Processing

The source separate or commingled recyclable materials collected in the BLUE Container from Multi-Family and Commercial sources will be delivered to the UWS-owned and operated material recovery facility (MRF) in Santa Fe Springs. Here recyclables are sorted, consolidated and shipped to market through our state-of-the-art MRF complete with optical sorters, robotic arms and mechanical separation.

Residuals

Residual waste from the recyclable processing operation at the MRF will be shipped Sunshine Canyon or Chiquita Canyon landfill for disposal. As mentioned above, these are long-term relationships with guaranteed capacity for the UWS waste stream.

Mixed Waste Processing



UWS’ Santa Fe Springs Material Recovery and Transfer Facility (MRF) is designed for 3,000 tons per day and currently operating at about 1,500 tons per day. This facility has a full solid waste facility permit capable of processing all types of waste streams.

Source-Separated Recyclable and Mixed Waste Processing

| | |
|--|---|
| <i>i. Facility name & address</i> | Universal Waste Systems, Inc. 9010 and 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 |
| <i>ii. Owner / Operator</i> | Universal Waste Systems, Inc. 9010 and 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 |
| <i>iii. Relationship with Proposer</i> | Proposer owned |
| <i>iv. CalRecycle SWIS #</i> | 19-AA-1140 |
| <i>v. Material processed</i> | Municipal Solid Waste (MSW), Source-Separated and Commingled Recyclables and Transfer of material. |
| <i>vi. Price per ton</i> | Available upon request |
| <i>vii. Capacity guarantee</i> | UWS will guarantee adequate tonnage capacity for the County of Los Angeles to service the proposed franchise agreement. |

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| | |
|---------------------------------------|--|
| <i>viii. Estimated diversion rate</i> | (a) Residential source-separated mixed recyclables (85%) (b) Commercial source-separated mixed recyclables (85%) (c) Commercial source-separated OCC (98%) (d) Mixed Waste Processing (25 to 35%) |
|---------------------------------------|--|

Green Waste Processing

The source separated green and wood waste collected in the GREEN Container from Multi-Family and Commercial generators will be delivered to the UWS-owned Greenwise Soil Technologies compost facility in South Gate. The facility has a maximum permitted capacity of 250 tons per day and provides a local in town outlet for the organic green waste from the City.



Material delivered to Greenwise will be screened through a series of devices, size reduced, composted and blended in order to make a rich soil amendment available for the commercial market. UWS through its many end-use markets (Moon Valley Nursery, Kellogg’s and Bandini) to name a few will use our long relationships to ensure that the material coming from the County always has a home and will not be landfilled or used as alternative daily cover (ADC).

The residuals and small fractions from the compost process will be returned to the one of the landfills for disposal.

Green Material Processing

| | |
|---------------------------------------|---|
| <i>i. Facility name & address</i> | Greenwise Soil Technologies 10120 Miller Way South Gate, CA 90280 |
| <i>ii. Owner / Operator</i> | (a) Landowner: City of South Gate 8650 California Ave. South Gate, CA 90280 (213) 563-9531 (b) Facility owner/operator: Greenwise Soil Technologies 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 (562) 806-6366 |
| <i>iii. Relationship to Proposer</i> | Proposer owned |
| <i>iv. CalRecycle SWIS #</i> | 19-AA-1064 |

| | |
|---------------------------------------|---|
| <i>v. Material processed</i> | Green material, wood waste |
| <i>vi. Price per ton</i> | Available upon request |
| <i>vii. Capacity guarantee</i> | UWS will reserve capacity at this facility to process 100% of source-separated green material collected in the County of Los Angeles during the proposed franchise agreement. |
| <i>viii. Estimated diversion rate</i> | Residential GREEN Container diversion (98%). Commercial GREEN Container diversion (98%). |

Organic Waste Processing

Three-Container Collection System (SB1383 Compliant)

Subscribers

The three-container collection system will be used for collections from:

- Residential premises,
- Multi-Family dwellings that do not have bin collection, and

Containers

(Note: All references to a container of a particular color means the color of lid.)

In the Three-Container Collection System, waste generators will be provided three collection containers:

1. A GREY container for the disposal of refuse including organic waste including food and food scraps;
2. A BLUE container for diversion of commingled recyclables including paper products; and,
3. A GREEN container for diversion of yard and wood waste

In the Three-Container Collection System, ‘containers’ will be industry-standard Carts.

- Waste generators receiving collections from Carts will generally be:
 - Residential premises subscribing to individual collection,

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High Diversion Organic Processing

| | | |
|---------------------------------------|---|--|
| <i>i. Facility name & address</i> | UWS 24 th Street Facility 2460 E. 24 th Street Los Angeles, CA 90016 | Rialto BioEnergy Facility 503 E. Santa Ana Ave. Rialto, CA 92376 |
| <i>ii. Owner / Operator</i> | UWS | (a) Landowner: City of Rialto 150 S. Palm Ave. Rialto, CA 92376 (909) 820-2525 (b) Owner / Operator Anaergia, Inc. 5780 Fleet Street, Suite 310 Carlsbad, CA 92008 (760) 436-8870 |
| <i>iii. Relationship to Proposer</i> | Proposer owned | Contractual relationship |
| <i>iv. CalRecycle SWIS #</i> | 19-AA-1251 | 36-AA-0446 |
| <i>v. Material processed</i> | Food Waste and Scraps | Food Waste and Scraps |
| <i>vi. Price per ton</i> | Available upon request | |
| <i>vii. Capacity guarantee</i> | UWS will guarantee adequate tonnage capacity for the County of Los Angeles to service the proposed franchise agreement. | |
| <i>viii. Estimated diversion rate</i> | See percentages list above | |

Comprehensive Program Types offered and List of Acceptable Waste

Three-Container Organic Waste Recycling

| <u>ACCEPTED MATERIAL</u> | <u>PROHIBITED MATERIAL</u> |
|---|--|
| GREY Container | |
| General Solid Waste including organic waste containing food and food scraps | All recyclable materials |
| BLUE Container | |
| All paper products, cardboard, hard recyclables including glass, tin cans, aluminum cans, plastics 1-7, film plastic etc. | All refuse and organic waste |
| GREEN Container | |
| Yard and wood waste including trimmings and grass clippings | All recyclable materials and organic waste |

Customer In-House Preparation of Organic Waste

Customers disposing of Organic Waste in the Three-Container Collection System will be required to adhere to the following in-house preparations:

- **GREY container:**
 - General solid waste including organic waste such as food and food scraps that are not accepted in the blue or green containers.
- **BLUE container:**
 - Source-separated Commingled Recyclables including paper products, cardboard, glass, aluminum and tin cans, plastics 1-7 and other recyclable materials
- **GREEN container:**
 - Yard, Green and wood waste must be placed in the container bagged will be accepted and free of contamination

RECYCLABLES AND ORGANIC MATERIALS

| ACCEPTED MATERIAL | PROHIBITED MATERIAL |
|----------------------------------|--------------------------|
| Plastic Recycling | Appliances |
| Milk jugs | Batteries |
| Water & soda containers | Bubble wrap |
| Shampoo, soap, detergent bottles | Christmas lights |
| Metal Recycling | Coat hangers |
| Aluminum beverage cans | Diapers |
| Food cans | Electrical cords |
| Aerosol cans, completely empty | Facial tissue |
| Glass Recycling | Food stained pizza boxes |
| Beverage containers | Food waste |
| Food jars | Food wrap |
| Paper Product Recycling | Garden hoses |
| Printing & writing paper | Napkins |
| Newspaper | Padded envelopes |
| Egg cartons | Paper towel |
| Envelopes | Pet waste |
| Junk mail | Plastic bags |
| Phone books | Polystyrene |
| Brochures | Receipts |
| Magazines | Rubber balls |
| Ream wrapping paper | Sports equipment |
| Cardboard Recycling | Sticker-backed paper |
| Cardboard boxes (flattened) | Stuffed animals |
| Cereal boxes | Syringes/razor blades |
| Frozen food boxes | Tires |
| Poster board | Toys |
| File folders | Waxed cartons |
| Paper towel roll core tubes | Yard waste |
| Shoe boxes | |
| Toilet paper roll core tubes | |
| Wood Recycling | |
| Clean lumber | |

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| ACCEPTED MATERIAL | PROHIBITED MATERIAL |
|---|---------------------------------------|
| Green Waste/Landscaping | Painted or composite Wood |
| Grass clippings | Palm Fronds |
| Leaves | All food containers |
| Branches/twigs | Plastic packaging |
| Clean lumber (untreated, unpainted, in small pieces only) | Polystyrene |
| Food Discards | All Bioplastics (cutlery, cups, bags) |
| All vegetables | Grease |
| All fruit | Pet waste |
| Egg shells | Human waste |
| Coffee grounds (paper filters ok) | Feminine Products |
| Tea Bags (paper only) | Waxed cardboard |
| Meat, bones | Plastic lined paperboard containers |
| All bread products | |
| All grains | |
| Food soiled napkins, paper towels | |

Universal Waste Systems Inc., agrees to provide our commitment to reserve tonnage for the County of Los Angeles at our company owned facilities listed below:

- **Universal Resource Recovery**, located in the City of Santa Fe Springs, operates 6 days per week with a 1,500 ton daily capacity processing recyclable materials, and operating as a solid waste transfer station.
- **Universal Resource Recovery and Organics Recycling**, located in the City of Los Angeles, operates 7 days per week with a 1,000 ton daily capacity processing solid waste and source separated organics. The facility will qualify as a high diversion organics processing facility use the Orex. UWS has a long term commitment with Anaergea to accept the slurry produces at this site at their Rialto facility. This facility will be online and operational by July 1, 2022 currently under construction.
- **Green Wise Soil Technologies**, located in the City of South Gate, operates 6 days per week with a permit to process green waste and wood waste. The facility is currently meeting an over 95% diversion rate, and makes reusable products from all of the green waste that crosses the scale. This facility will serve as a the green waste processing site, after the food waste is screened out of the residential green bins and processed at our Los Angeles facility. To insure long term outlets for our compost products

h. Equipment

Similar, to our staffing plan UWS proposes the following schedule of collection trucks needed on a per customer or franchise basis.

i. UWS proposes the following equipment requirements for solid waste collection services:

UWS proposes 1 automated collection truck for every 500 tons of waste collected in the franchise area awarded.

UWS proposes 1 full time automated collection truck for every solid waste collection truck working in the franchise area. The recycling and organic trucks will collect organics and recycling carts.

ii. Age: UWS is proposing a mix of new and used collection vehicles. UWS is committed to a portion of the fleet being brand new at implementation of the agreement.

iii. Manufacturer, make and model: UWS primarily uses Mack chassis and Amrep Collection bodies. Our plan would be to work with these vendors. However, with equipment shortages if another vendor can provide equal quality products in a timelier manner UWS would reserve the right to change vendors.

iv. Containers: UWS will comply with the state and county regulations for containers. Our standard for new service roll out is gray or black for trash, blue for recycling, and green for green

waste, but we will confirm and meet the requirements at the time of rolling out the agreement. Carts will have recycled content.

v. Standard container warranty is 10 years, and collection vehicles UWS extends the manufacturer warranty to 7 years.

vi. UWS amortizes containers for 7 years and trucks for 10 years under this proposal.

vii. UWS proposes to use RNG in our collection vehicles, more specifically UWS will be using refuse derived RNG for our collection trucks in the County due to our strategic partnership with Anaergia.

i. Environmental Programs

UWS is in the process of converting its entire fleet to alternative fuel vehicles and is now approaching the 100% mark. All vehicles to be deployed on the streets of Los Angeles County under this Proposal will be alternative fuel vehicles that were recently purchased with the exception of some of the hard to service areas in the Santa Monica Mountains.

i. **Regarding Water and Power** conservation measures, UWS does reclaim all its waste water effluent from truck washing and utilizes energy efficient techniques throughout its various facilities to conserve power.

ii. **A Waste Reduction and Reuse** hierarchy has been adopted by UWS at all facilities to capture and recycle white paper, cardboard, aluminum, regular paper, plastics, ink cartridges, and pallets. UWS' container division recycles and reuses metal, container parts, lids, and wheels.

iii. **UWS Procurement Policies** are bias toward non-virgin products with recycled content. Categories include paper/printing supplies, cardboard boxes, all residential containers/barrels, and filters, use of RNG for our collection vehicles.

j. Unpermitted Waste Screening Protocol

UWS will fully comply with all requirements set forth under in the Franchise Agreement, "Unpermitted Waste Screening and Reporting". As hereinbefore stated, UWS is the incumbent service provider in six other areas of Los Angeles County, all of which have similar requirements. Therefore, UWS is already sensitive to the criticality of screening for unpermitted waste materials. UWS is confident that its internal procedures sufficiently address this concern.

UWS personnel are well trained to identify any hazardous and/or inappropriate waste materials found in the containers put out by customers. There are also mirrors and or cameras in the packer compartment of the truck aiding the driver with additional layer of screening protection. UWS field supervisors also perform random inspections of containers for contamination of any sort. In

addition all containers will be labeled to not dispose of hazardous waste, and customers will receive education at random through our quarterly newsletters.

In the event of discovering unpermitted waste, UWS will resort to a mitigation protocol as follows:

- **First Occurrence**
 - Cart will be Red Tagged
 - UWS Customer Service will notify violation

- **Second Occurrence**
 - Cart will not be emptied
 - Cart will be Red Tagged
 - UWS Field Supervisor will meet with violator

- **Third Occurrence**
 - Cart will not be emptied
 - Cart will be Red Tagged
 - UWS Field Supervisor will again meet with violator
 - County Staff will be notified; further action pending

Regarding hazardous material, if safe to handle, it will be removed and customer will be provided information regarding the County of Los Angeles' Hazardous Waste Round-up program for proper disposal of such unpermitted materials. If the materials are unsafe to handle, the services of a licensed hazardous waste company will be secured to properly collect, containerize and dispose of suspect materials. The director will be notified in all cases where hazardous material is found.

k. Public Education and Outreach

UWS has reviewed the requirements of Exhibit 3A1-I, and we are fully committed to meeting these requirements. Our staff will work with County staff to develop outreach material, welcome packets, subscriptions orders, and conduct outreach and education both prior to and regularly during the roll out of the contract. These services will be conducted by our Zero Waste Team. Below is a detail of the programs we have developed that we believe will assist the County and UWS in meeting the requirements.

SB 1383 (Organic Waste Methane Emissions Reduction) – Requires a 75% reduction in the 2014 disposal of organic waste including a 20% recovery edible food waste for human consumption.

Three key dates established by SB 1383 will occur during the term of the Franchise Agreement:

January 1, 2022. CalRecycle's regulations to meet the organic waste reduction and the edible food recovery targets take effect. Also, on this date, the enforcement provisions, including

penalties for noncompliance issued by the State, take effect. Legislation (SB619 Laird) passed in 2021 has made some changes to the potential penalties and fines associated with the bill, however Cities are still required to move forward with implementation and compliance.

January 1, 2024. CalRecycle’s regulations may require local jurisdictions to impose penalties for noncompliance on regulated entities subject to their authority.

January 1, 2025. The State (and presumably each jurisdiction) must achieve 75% reduction in the disposal of organic waste (from 2104 levels); and, not less than 20% of currently disposed edible food must be recovered for human consumption.

Experience

RecycleLA, the City of Los Angeles’ Zero Waste program, was designed before SB 1383 was adopted and yet the program anticipated what would become the State recycling and organic waste recycling mandate.

As a Contractor for RecyLA servicing the North East zone, we have been able to perfect our diversion implementation plan, recruit and train our team, and hone our customer education and outreach skills. Our Zero Waste team has extensive experience in assessing our customer needs, personalizing programs and getting results. This implementation plan is a product of that experience.

Staffing

Our Zero Waste Team is made up of fourteen Zero Waste Account Representatives with public relations skills and special training and expertise to personally assist Customers with tailoring solid waste services that maximize the recovery of recyclable material and organics.

Some of the UWS Zero Waste Team.



Hear our Zero Waste Account Representatives speak RecycLA:

<https://youtu.be/vgfa-g1j870>

Identification & Outreach

The first step in compliance begins with identifying the customer and assessing their waste and recycling needs. We accomplish this by following the steps listed below.

Outreach & Education

In the initial outreach, Zero Waste Account Representatives will provide Customers with literature introducing UWS and explaining Recycling, Organic Recycling, and Food Donation opportunities.

Monitoring

Compliance monitoring will be an ongoing procedure conducted by our Zero Waste Team. The monitoring process will consist of two elements: (1) Enrollment monitoring; and, (2) Contamination monitoring.

Participation Monitoring

Accounts that are enrolled in recyclable and Organic Waste recycling services will be inspected on a periodic basis to confirm their participation and inspect for container contamination in a procedure referred to a *lid flipping*.

Customers not utilizing BLUE, GREEN or BROWN containers as intended will be personally contacted by a Zero Waste Account Representative as an outreach and education measure. Customers who do not make themselves available or who refuse to comply will be documented and the information will be shared with the City.

If contamination of BLUE, GREEN or BROWN containers is found to be an issue, the Zero Waste Account Representative will arrange a training session with the Customer to rectify the issues. Ongoing contamination issues will incur extra charges and potential removal of containers resulting in the Customer being reported to the City as not being in compliance.

All monitoring inspections and their outcomes are recorded in the Zero Waste Compliance Tool.

Zero Waste Account Representatives documenting BLUE bin contents



Enforcement

UWS will support county enforcement efforts and assist with follow-up outreach and education efforts as necessary.

I. Alternative Container Size and Difficult to Service Areas

As physical conditions dictate, UWS will provide the required services in an alternative format if necessary should certain premises not be readily accessible from the curb. This may include manual collection in lieu of automated or and/or a form of scout service. If customers experience space restrictions preventing them from usage of the large commercial. Alternative size containers would be furnished so as to provide the same aggregate disposal capacity as would be the case under the 96-gallon cart service scenario.

UWS has surveyed the communities included in the proposal, and we feel that standard collection trucks can navigate the large majority if not the entire route. That said if a circumstance arises that may require smaller collection vehicles or scout service UWS will comply with those requirements. These would be on case by case basis and the need for truck or equipment changes would be agreed up on by county staff, customers, and UWS staff.

m. Special Services

Sharps Collection

UWS acknowledges and will provide up to four Sharps containers per year that has at least a one-gallon capacity. The containers will be delivered within one week of the request the customer will be provided with the container and mailing instructions to mail the Sharps container back to the supplier in accordance with any federal, state, and local laws from December 26 to January 14th.

Holiday Tree Collection

UWS is equipped to provide all requisite ancillary services to supplement the standard collection of recyclables, green waste, refuse, and holiday Christmas tree collection services at all single, multi-family residential premises, and commercial customers.

Bulky Item

UWS will provide bulky item collection as outlined in the agreement for both multifamily and commercial customers we have reviewed Exhibit 3A1 F. C for multifamily and acknowledge the requirement to collect up to 10 items per year for commercial customers, and will work with the County to develop a successful program. UWS will use a combination of rear loaders and flat beds to collect bulky items.

Annual Curbside Clean Up Event

UWS will conduct annual clean up events as required.

Priority Pick Up at Director's Request

UWS acknowledges that upon the director's request we shall collect unlimited amounts of solid waste discarded in the public right of way 10 times by the end of the next service day after the director's request and 5 times on the same day as the director's request.

Special Cleanup Events Services

UWS acknowledges that upon the director's request we may be requested to provide up to 80 cubic yards of collection in carts, roll offs, or dumpsters for special community cleanup projects in the franchise area during a 12 month period. UWS will provide all of the labor, equipment's, disposal, and supplies necessary for these events to be successful. Our staff and crew will assist in cleaning up any additional waste left by the containers upon removal. These events will be coordinated by the director to establish delivery, exchanges, and removals.

Mulch Compost Giveaway Program

UWS will conduct biannual mulch and compost events as required, by utilizing pick up location in the community.

Directors Fund

UWS will create and maintain a directors fund as required in the contract setting aside %.09 per parcel per month for use as needed by the director.

n. Transition Roll Out Plan

UWS has reviewed Exhibit 3a1 Item H for the County expectation during the transition. UWS agrees to comply and meet the requirements as outlined. In addition we have provide the following information as a review of our standard transition plan goals and objectives. UWS understands the importance of coordinating the transition with outgoing haulers in the services areas that we may be awarded.

This Service Implementation Plan will ensure an efficient and orderly transition of integrated solid waste management services for the residents and businesses in the County. As noted previously in the proposal, UWS has extensive experience with service transition most recently in the City of Los Angeles, Los Alamitos, and Maywood.

UWS will assign a County Liaison which will be Matt Blackburn and he will be the primary contact for implementation and will personally oversee the transition. Matt coordinated the transition in the City of Los Angeles, Maywood and Los Alamitos.

Pre-Award Activities

Proposal Clarification

At the convenience of the County's evaluation team, UWS will respond to questions about our Proposal and provide supplemental information in a timely manner to ensure that the City can meet the timeline established in the RFP.

Facilities Tour

We invite the evaluation team to a guided in-person or virtual tour of our headquarters, transfer, material recovery and processing facilities. We believe the closer you look at the UWS team and facilities the better. We believe our team and facilities are a perfect fit.

Presentation

We are available to deliver a virtual summary presentation of our Proposal to the County's evaluation team or other designated parties and respond to their questions in a timely manner.

Award Activities

Contract Award

Our executive team will be present in-person (or virtually as conditions may dictate) to ensure that we meet the timeline established in the RFP. Our Executive Management team includes the Owners and Senior Management personnel.

Execution of Agreement

Within five (5) calendar days following award of the contract, our executive team will be prepared to execute the Agreement, and provide all supplemental exhibits and forms.

Certificates of insurance

Upon execution of the Agreement, we will file with the County copies of the certificates of liability policy forms and required endorsements evidencing the insurance required in Franchise Agreement.

Performance Bond and/or Letter of Credit

Within five (5) calendar days following execution of the Agreement, we will provide a Performance Bond and/or Letter of Credit described in Franchise Agreement.

Recruiting

Job Announcement

Following the award of the franchise agreement by the City Council, our representatives will post, and distribute an Employment Announcement for employees of the current service provider who may be displaced due to the change in contractors. The announcement will provide details on a proposed job fair where UWS representatives will be available to answer questions, describe pay and benefits and offer employment. Our goal would be to employ any and all displaced workers from the current service provider.

One-On-One Visit

Prospective employees are also invited to meet individually by appointment with a representative of our Human Resources Department to hear more about the benefits of working for UWS.

New Employee Orientation

We will host a mandatory New Employee Orientation for each prospective qualified individual that joins our team. The Orientation will be held approximately 60 to 90 days before we commence services in order to ensure a safe and smooth transition. Employees will be compensated for attending the orientation.

Transition Activities

Customer Support Activities

Customer Service Representative Training

In the weeks leading up to the start of service, reference materials for use by our Customer Service Representatives will be prepared and the Customer Service Representatives will undergo training before education and outreach activities commence so that they are prepared to receive and respond to Customer inquiries. This is an area that UWS has developed over the past few transitions and has been the key to a smooth and seamless transition. We will work diligently with our CSR's to make sure that are ready to address question during and after the transition.

Customer Record Management

We will solicit customer information from the outgoing contractor and the City in order to maximize the accuracy. If we can start with an accurate data base of information, we will have a successful transition. UWS has worked successfully with many haulers during their transition so we are confident that we can safely assume the experience would be similar with Waste Management.

Subscriptions

We will mail subscription reservation forms to each Customer to determine the Customer's preference of cart size and quantity and confirm billing information.

Outreach Activities

We will employ a multi-faceted approach to our public outreach campaign to help residents comply with the new program requirements, mandates and gain the most from our services. Below is a list of media we will use to provide for a successful implementation.

Website

As the recommended service provider, we will prepare a web page to illustrate our approach to public outreach. This web page will initially be available for private review by City officials and will go public after the City Council approves the Agreement. This will be a place where residents and business can go to receive update to date information in real time.

Social Media

After award of the agreement, we will initiate and continually utilize traditional social media outlets to inform our followers about our services and educate them regarding policies, procedures, and local and State mandates. We have found this type of communication is very effective and provides excellent data for the residents and businesses.

Brochures

For service roll-out, we will distribute professionally-prepared literature designed to: welcome customers, explain our services, announce service and holiday schedules, and describe local and state requirements. This brochure will be tailored to the City, the programs and provide detailed information on all ancillary services.

Town Hall Meeting

Prior to the start of service, we will host a multiple town hall meetings to introduce ourselves to the community and describe services and local and state requirements. UWS believes this is a good way to get out in front of the community so they can but face with the name of the company. UWS is prepared to provide for multiple town hall meetings in necessary.

Neighborhood Organizations

Prior to the start of service, we will seek out neighborhood organizations to arrange to meet with residents in a more intimate multi-lingual setting to explain our services and local and state requirements.

A special emphasis of this outreach will be directed to owners and managers of multi-family complexes.

Operational Activities and Equipment

Training

In the weeks leading up to starting service, we will conduct mandatory off-hour training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions. This early activity with the personnel assigned to the City of Los Alamitos will again provide for a seamless transition with minimal disruption to the services.

Routing

We will optimize our collection routes with a computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data-driven driver assists will enable our drivers to complete routes error free. We will work to match the existing routes deployed by your current service provider in order to minimize the disruption to the customers.

Collection Vehicles



We currently have a sufficient number of Renewable Natural Gas (RNG) powered collection vehicles to fulfill the requirements of the Agreement. We will not need to procure any additional equipment to meet the service requirements in the agreement.

Collection vehicles used in the County will be equipped with 3rd Eye Systems fleet management and recording mobile camera systems. This latest

technology provides us with turn by turn review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance.

Automated Container Roll Out

Following execution of the agreement, we will place orders for automated containers so that we have a sufficient number of containers to satisfy the needs of the customers.

UWS will procure additional containers if necessary and coordinate delivery of our containers with the remove of the current contractor's containers at one time. This approach eases the coordination of container removals and deliveries, works best with limited enclosure space and makes for a seamless transition for the Customer.

o. Compliance with Collection Schedule

UWS utilizes mapping systems within our AMCS Tower Billing system to establish collection routes. These routes are regularly reviewed by our dispatch and operations teams to insure that the routes are run effectively and with as few truck trips as necessary on public streets.

UWS has reviewed and will insure that our routes meet the requirements of the days authorized to collect. Monday through Friday for residential customers.

We will develop routes that are able to meet the requirement of collecting between the hours of 6:00am to 6:00pm, and will notify the director should we ever have to exceed this time frame. UWS only anticipates that would be an emergency, and we will insure to have proper staffing and collection vehicles in place to meet the collection hours. UWS systems is capable of mapping around school areas and complying with the 30 minute time frame.

UWS will route our routes to insure that we don't interrupt the street sweeping schedule, this issue is normally not an issue with commercial and multifamily collection, but our team will make adjustments if necessary.

UWS will comply with the requirement to collect missed collections or late set outs same day if notified by 12:00pm or by 12:00pm the next day if called in after 12:00pm.

UWS honors the same holidays as outlined in the contract. Typically if a holiday falls on a Saturday collection for Saturday is completed on Friday not Sunday. UWS would like to have this option if approved by the County.

UWS believes the County knows that the combination of multiple franchise areas into one in the South Bay will require some rerouting. Our team is committed to working with the County staff to revise those collection schedules and maintain service days as much as possible.

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

SECTION 7: References

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|--|---------------------------------|---|--|---|--|
| <p>City of Los Angeles North East Area</p> | <p>February 2017 to Present</p> | <p>Commercial, Multi-Family, Industrial</p> | <p>-Refuse- -Recycling- -Organic Waste- -C&D-</p> | <p>Multi-Family (carts & bins)</p> | <p>Mr. Daniel Meyers Division Manager LA Dept. of Sanitation 1149 S. Broadway St. 5th Floor Los Angeles, CA 90015 213-446-2199</p> |
| <p>County of Los Angeles</p> | | | | | <p>For all LA County franchise areas: Mr. Steve Milewski Senior Civil Engineer County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-3573</p> |
| <p>West Whittier Area</p> | <p>April 2007 to Present</p> | <p>Residential</p> | <p>Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding</p> | <p>Automated</p> | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|---|-----------------------|---------------------------------------|---|-------------------------------|--|
| County of Los Angeles, continued | | | | | <i>See previous page for County of Los Angeles contact info.</i> |
| Pioneer / Carson Park Area | Sept. 2011 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| Mesa Heights Garbage Disposal District | July 2013 to Present | Residential, Commercial, Multi-Family | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| South San Gabriel Area | July 2014 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Commercial Franchise Services

Service Areas Altadena/Kinnetoa Mesa, and South Bay

March 22, 2022

| | | | | | |
|--|--------------------------------|--|--|-----------|---|
| Citrus, Charter Oak, Ramona Area | Nov. 2014 to Present | Residential | Refuse, Recycling, Green waste, C&D Bulky Items, E-Waste, Shredding | Automated | |
| City of Maywood | March 2020 to Present | Commercial, Multi- Family, Residential Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Jennifer Vasquez 4319 E. Slauson Ave. Maywood, CA 90270 323-562-5712 |
| North East and West Bay and Mountains | July 2008 to July 2018 | Residential | Refuse, Recycling, Green waste, Bulky Items, E-Waste, Shredding | Automated | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Commercial Franchise Services

Service Areas Altadena/Kinneloa Mesa, and South Bay

March 22, 2022

Current Non-Exclusive Franchise Agreements by Jurisdiction & Years of Service

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|------------------------------|----------------------|---|---|-------------------------------|--|
| County of Los Angeles | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Willa Zheng Administrative Assistant County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-3530 |
| City of Malibu | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Rebecca Nelson-Brown Administrative Assistant Environmental Programs City of Malibu 23825 Stuart Ranch Rd. Malibu, CA 90265 310-456-2489, Ext. 286 |
| City of Agoura Hills | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Louis A. Celya Deputy City Manager City of Agoura Hills 3001 Ladyface Ct. Agoura Hills, CA 91301 818-597-7314 |
| City of Glendale | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, | -Refuse- -Recycling- -Organic waste- | n/a | Mr. Dennis Hargrove Assistant Director of Public Works City of Glendale |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

| | | | | | |
|-----------------------------|----------------------|---|---|-----|--|
| | | Roll-Off | -C&D- | | 548 W. Chevy Chase Dr. Glendale, CA 91204 818-548-3916 |
| City of Burbank | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Amy Hammes Recycling Specialist City of Burbank 500 S Flower St. Burbank, CA 91502 818-238-3903 |
| City of Vernon | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Frederick Agyin Director Health & Environmental Control Department City of Vernon 4305 S. Santa Fe Ave. Vernon, CA 90058 323-583-8811 |
| City of Bell Gardens | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Veronica Sanchez Administrative Specialist City of Bell Gardens 8237 Garfield Ave. Bell Gardens, CA 90201 562-806-7770 |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinnetoa Mesa, and South Bay
 March 22, 2022

Table 2, continued

Current Non-Exclusive Franchise Agreements by Jurisdiction & Years of Service

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|---------------------------|----------------------|---|---|-------------------------------|---|
| City of Commerce | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Linda Wright Administrative Assistant City of Commerce 2535 Commerce Way Commerce, CA 90040 323-722-4805, Ext. 2331 |
| City of Long Beach | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Sarah Adams Recycling Specialist City of Long Beach 2929 Willow Ave. Long Beach, CA 90807 562-570-2852 |
| City of Montebello | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Public Works Department 1600 W. Beverly Blvd. Montebello, CA 90604 323-887-4555 |
| City of Pasadena | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Carmen Rubio Department of Public Works City of Pasadena 233 W. Mountain St., #235 Pasadena, CA 91109 626-744-7162 |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

| | | | | | |
|-------------------------|----------------------------|---|--|-----|---|
| | | | | | crubio@cityofpasadena.net |
| City of Torrance | Feb. 2004 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Ms. Wendy Wu 3031 Torrance Blvd. Torrance, CA 90503 310-781-7679 |
| | | | | | |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)
Exclusive Commercial Franchise Services
 Service Areas Altadena/Kinneloa Mesa, and South Bay
 March 22, 2022

Experience in Orange County

Our Orange County Division is based at 2051 Placentia Ave., Costa Mesa.

Table 3

Current Exclusive and Non-Exclusive Franchise Agreements by Jurisdiction

| Jurisdiction | Service Period | Customer Types | Service Performed | Residential Collection Method | Contact Information |
|------------------------------|----------------------|---|---|-------------------------------|--|
| City of Costa Mesa | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Mike Balliet City Consultant City of Costa Mesa |
| City of Newport Beach | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Mr. Micah Martin Deputy Public Works Director City of Newport Beach 592 Superior Ave., Bldg. A Newport Beach, CA 92663 949-718-3466 |
| City of Irvine | Oct. 2010 to Present | Commercial, Multi-Family, Industrial, Roll-Off | -Refuse- -Recycling- -Organic waste- -C&D- | n/a | Public Works Department 1 Civic Center Plaza Irvine, CA 92606 949-724-6357 |
| City of Los Alamitos | Jan. 2022 to Present | Residential, Commercial, Multi-Family, Industrial, | -Refuse- -Recycling- -Organic waste- | Automated | Ms. Michelle Muller Management Analyst City of Los Alamitos |

Universal Waste Systems, Inc. / County of Los Angeles- (BRC00000228)

Exclusive Commercial Franchise Services

Service Areas Altadena/Kinneloa Mesa, and South Bay

March 22, 2022

| | | | | | |
|--|--|----------|-------|--|---|
| | | Roll-Off | -C&D- | | 3191 Katella Avenue Los Alamitos, CA 90720 |
|--|--|----------|-------|--|---|

SECTION 8: Disputed, Actions, Contests, and Debarments, and Environmental History

- UWS recently received preliminary approval in Los Angeles Superior Court to settle three consolidated class and representative actions brought by former employees Ricardo Mariscal, Roderick Hatter, Jose Lemus, and Diego Arteaga, case numbers 19STCV46181, 19STCV37302, and 21STCV01965, alleging wage and hour violations, including failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, waiting time penalties, wage statement violations, violations of California Labor Code sections 2802, 226.3, 558, 1197.1, 204, 1174(d), and 2699, and violations of California Business and Professions code section 17200.
- Frederick H Leeds et al v City of Los Angeles et al, Case no. BC677423, Los Angeles Superior Court. Case centers upon the City of Los Angeles' awarding of the recycLA program's franchises for commercial and multi-family solid waste collection. Universal Waste Systems Inc. was included along with the other six (6) recycLA providers as part of the et.al filing in this matter.

SECTION 9: Subcontractors

Universal Waste Systems Inc. plans to utilize the services of subcontractors to services under this agreement in the Altadena/Kinneola Mesa service area only.

Southland Disposal Company is family owned and operated with located in close proximity to South Gate with over 100 years of experience in the waste and recycling industry. The company was started when the Arsenian family emigrated from Armenia to the Los Angeles area in the early 1900's. Robert Arsenian's grandfather Aram Zakaroff began as a scavenger collecting and reselling items to save enough money to send for his family from Armenia.

After many years of hard work, the scavenging business evolved into the rubbish business and ultimately today we are operating as a full service waste and recycling company. As the industry changed, the family business ventured into the hog raising business as an extension of collecting garbage from the commercial accounts to be processed and fed to the hogs.

Robert Arsenian has been the sole proprietor of Southland since 1971 and his company today has multiple franchise agreements, he owns and operator the City Terrance Material Recovery and transfer Station and they were just recently awarded a new exclusive franchise agreement with the City of Glendale.

Southland will provide at least one automated collection vehicle and driver for the Kinneola Mesa service area, and will assist in the illegal dumping, alley clean up, and bulky item program. UWS will be the primary contract overseeing Southland work on the agreement, UWS will be the primary contact as well. All work performed by Southland Disposal Company will be managed by UWS.

SECTION 10: FINANCIAL RESOURCES

All Forms pertaining to Section 10, have been executed by a duly authorized officer of UWS and they can be found in the proposal with Proposer Forms.

Concerning Financial Resources, the County of Los Angeles should be assured that UWS is financially capable of providing the services sought in the RFP; and, that UWS has been found by other municipalities to be equal to or greater than the much larger rivals in regard to financial solvency based on UWS' superior leverage ratios and strong cash position.

Financial Statements for the past three years are a requirement of the RFP, as are two additional forms of evidence demonstrating that proposer possesses the financial resources sufficient to perform the prescribed services. In this regard, UWS submits the following:

- ❖ **Financial Statements.** Upon request UWS will submit "CONFIDENTIAL FINANCIAL INFORMATION/CORPORATE DOCUMENTS", UWS will provide its most recent past three years *REVIEWED* financial statements for the County's review. Regarding this information, which is considered a part hereof by reference, UWS respectfully requests that it be treated as confidential, proprietary trade-secret information; and, that it be returned, in its entirety, to UWS at the completion of the RFP process. In addition, while this information is in the possession of the County and its authorized agents, it should be deemed exempt from California's Public Records Act, pursuant to Government Code § 6254 et seq.; neither should this confidential financial information be duplicated. (Explanations and notes are also included within the separate enclosure in the form of a letter from UWS' CPA Firm, Bates, Coughtry, and Reiss.)
- ❖ **Additional Business History.** UWS has provided additional business history from our bank Citizens Business Bank to comply with this sections as our financial statements are not audited.
- ❖ **Performance Bond.** UWS has provided under separate cover, marked "Bid Guaranty", the evidence of willingness and commitment from a California admitted Surety to issue a performance bond to UWS in an amount equal to 30 percent of the proposed annual rate utilizing the Monthly Rate Per Customer.



■ RLI Commercial Surety

6303 Owensmouth Ave. | 10th Floor | Woodland Hills, CA 91367
P: 818-936-2832 | F: 309-689-2239 | www.rlicorp.com

March 2, 2022

County of Los Angeles
Dept. of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

Re: Universal Waste Systems, Inc. – Request for Proposals for Exclusive Franchise Contract for the Areas of Altadena/Kinneloa Mesa (BRC0000228)

To Whom It May Concern:

Universal Waste Systems, Inc. is represented by RLI Insurance Company and have advised us of their interest in responding to the above referenced Request For Proposal.

Should Universal Waste Systems, Inc. be awarded the aforementioned, RLI Insurance Company would be more than willing to provide the required performance bond in the amount of 30% of the total proposed annual amount for contract services as submitted on Form PW-2 Schedule of Prices.

This letter is intended as a reference only and any arrangements for surety bonding is a matter between Universal Waste Systems, Inc. and ourselves. RLI Insurance Company assumes no liability to third parties or to you in conjunction with this letter.

RLI Insurance Company is A. M. Best rated 'A+XII' and S&P rated 'A+'.

Sincerely,

Margareta T. Thorsen
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Los Angeles }

On 3/2/22 before me, Sonia Vizcarrondo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sonia Vizcarrondo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of March, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





RLI Commercial Surety

6303 Owensmouth Ave. | 10th Floor | Woodland Hills, CA 91367
P: 818-936-2832 | F: 309-689-2239 | www.rlicorp.com

March 2, 2022

County of Los Angeles
Dept. of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

Re: Universal Waste Systems, Inc. – Request for Proposals for Exclusive Franchise Contract for the Area of South Bay (BRC0000228)

To Whom It May Concern:

Universal Waste Systems, Inc. is represented by RLI Insurance Company and have advised us of their interest in responding to the above referenced Request For Proposal.

Should Universal Waste Systems, Inc. be awarded the aforementioned, RLI Insurance Company would be more than willing to provide the required performance bond in the amount of 30% of the total proposed annual amount for contract services as submitted on Form PW-2 Schedule of Prices.

This letter is intended as a reference only and any arrangements for surety bonding is a matter between Universal Waste Systems, Inc. and ourselves. RLI Insurance Company assumes no liability to third parties or to you in conjunction with this letter.

RLI Insurance Company is A. M. Best rated 'A+XII' and S&P rated 'A+'.

Sincerely,

Margareta T. Thorsen
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Los Angeles }

On 3/2/22 before me, Sonia Vizcarrondo, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sonia Vizcarrondo
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of March, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



March 18, 2022

To Whom It May Concern:

Citizens Business Bank has been doing business with Universal Waste Systems, Inc. for over 10 years. They have displayed exemplary transparency and honesty in their financial dealings.

We review their financial statements on a quarterly basis and we receive an annual reviewed financial statements from an independent accounting firm.

Universal Waste Systems, Inc. currently has four business checking accounts and a \$10,000,000 line of credit. In addition, there are nine other business checking accounts established for their related entities.

Our relationship with Universal Waste Systems, Inc. is in good standing and we are committed to providing this customer with all future financial endeavors.

Sincerely,

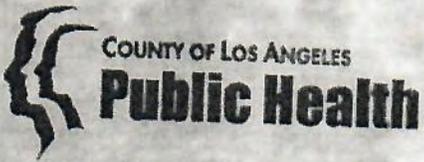


Cassandra Johnson | Senior Vice President, Group Center Manager
Katella & Plaza Business Financial Centers
1201 E. Katella Avenue, Orange, CA 92867
P 714.919.7101 OPX 97101 | **M** 951.415.6388
cmjohnson@cbbank.com



SECTION 11: Waste Collector Permit

UWS has provided a copy of our Waste Collector Permit issued by the County Department of Public Health naming UWS as permittee.



THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT

Valid Until 12/31/2022



PR Number: PR0157415
Program ID: COMMERCIAL
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address

UNIVERSAL WASTE SYSTEMS INC.
P.O. BOX 3038
WHITTIER, CA 90605

SW1

Facility Location

UNIVERSAL WASTE SYSTEMS
INC.
9016 NORWALK BLVD
SANTA FE SPRINGS, CA 90670

SECTION 12: INSURANCE

UWS has completed and signed from PW-15, and acknowledges our commitment to comply with all provisions set forth in the agreement under indemnification and insurance requirements for this request for proposal.

SECTION 13: FORMS LIST

The forms listed on the “Table of Forms” in the RFP have been executed by a duly authorized officer of UWS and can be found attached by separate attachment to this email.

TABLE OF FORMS

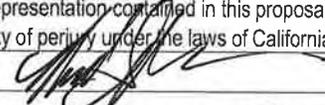
| | |
|---------|--|
| PW-1 | Verification of Proposal |
| PW-2.1 | Schedule of Prices – Altadena/Kinneloa Mesa |
| PW-2.2 | Schedule of Prices – South Bay |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form |
| PW-4 | Contractor's Industrial Safety Record |
| PW-5 | Conflict of Interest Certification |
| PW-6 | Proposer's Reference List |
| PW-7 | Proposer's Equal Employment Opportunity Certification |
| PW-8 | List of Subcontractors |
| PW-9 | Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form |
| PW-10 | GAIN and GROW Employment Commitment |
| PW-11 | Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.) |
| PW-12 | Charitable Contributions Certification |
| PW-13 | Proposer's List of Terminated Contracts |
| PW-14 | Proposer's Pending Litigations and Judgments |
| PW-15 | Proposer's Insurance Compliance Affirmation |
| PW-16 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |
| PW-17 | Zero Tolerance Human Trafficking Policy Certification |
| PW-18 | Compliance with Fair Chance Employment Hiring Practices Certification |
| PW-19 | Compliance with the Minimum Requirements |
| PW-20 | Representation and Warranty of Chief Administration Officer/Chief Executive Officer or Other Knowledgeable Person |
| PW-21 | Representation and Warranty of Chief Financial Officer or Other Knowledgeable Person Submission of Audited/Reviewed Financials with Proposal |
| PW-22 | Virtual Delivery of Audited/Reviewed Financials to County |
| PW-23 | Submission of a Written Statement to Secure a Performance Bond, Letter of Credit, and Additional Business History and/or Other Information with Proposal |
| PW-24.1 | Proposer's Compliance with Updated Collection Schedules Affirmation for the Exclusive Residential Franchise Contract for the Areas of Altadena/Kinneloa Mesa |
| PW-24.2 | Proposer's Compliance with Updated Collection Schedules Affirmation for the Exclusive Residential Franchise Contract for the Areas of South Bay |

- PW-25.1 Equipment Specification/Productivity Assumptions for the Exclusive Residential Franchise Contract For The Area of Areas of Altadena/Kinneloa Mesa
- PW-25.2 Equipment Specification/Productivity Assumptions for the Exclusive Residential Franchise Contract For The Area of Areas of South Bay
- PW-26 COVID-19 Vaccinations of County Contractor Personnel
- PW-27 Proposal Submission Form

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Sample Bond for Faithful Performance
5. Parent/Franchise Guaranty
6. Internal Revenue Service Notice 1015
7. Safely Surrendered Baby Law Posters
8. Defaulted Property Tax Reduction Program

VERIFICATION OF PROPOSAL

| | | | |
|---|---|---|-------------------------|
| DATE: 3/20, 2022 | | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | |
| 1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. | | | |
| 2. Name of Service: Exclusive Residential Waste Service Altadena / South Bay | | | |
| DECLARANT INFORMATION | | | |
| 3. Name Of declarant: Mark Blackburn | | | |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). | | | |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: President | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: Universal Waste Systems Inc | | Telephone No.: (562) 941-4900 | |
| Physical Address (NO P.O. BOX): 9010-9030 Norwalk Blvd SFS | | Mobile No.: (909) 859-5731 | |
| e-mail: mail@uwsc.com | | Fax No.: | |
| County WebVen No.: 05210601 | IRS No.: 33-019-4543 | Business License No.: | |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): | | | |
| County(s) of Registration: | | State: CA | Year(s) became DBA: |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): | | | |
| <input type="checkbox"/> Sole proprietor | Name of Proprietor: | | |
| <input checked="" type="checkbox"/> A corporation: | Corporation's principal place of business: 9010 Norwalk Blvd SFS CA 90670 | | Year incorporated: 1986 |
| | State of incorporation: CA | | |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | | President/CEO: | |
| | | Secretary: | |
| <input type="checkbox"/> A general partnership: | Names of partners: | | |
| <input type="checkbox"/> A limited partnership: | Name of general partner: | | |
| <input type="checkbox"/> A joint venture of: | Names of joint venturers: | | |
| <input type="checkbox"/> A limited liability company: | Name of managing member: | | |
| 9. The only persons or firms interested in this proposal as principals are the following: | | | |
| Name(s): Mark Blackburn | Title: President | Phone: (562) 941-4900 | Fax: |
| Street: 9010 Norwalk | City: SFS | State: CA | Zip: 90670 |
| Name(s): | Title: | Phone: | Fax: |
| Street: | City: | State: | Zip: |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): _____ Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____ | | | |
| 12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | |
| 14. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. I declare under penalty of perjury under the laws of California that the above information is true and correct. | | | |
| Signature of Proposer or Authorized Agent:  | | | Date: 3/20/22 |
| Type name and title: Mark Blackburn, President | | | |

The undersigned Proposer offers to perform the work described in the Request for Proposal (RFP) for the following prices. The Proposer's rates (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless those specified to be furnished by Public Works. It is understood and agreed that where quantities, if any, are set forth in the below tables, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

**Task 1 Service Fees
Altadena/Kinneloa Mesa**

Proposer must provide a Service Fee for each item below. **These fees are to include the 10 percent franchise fee.**

Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate^x, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

| MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A) | |
|---|---|
| Services | Monthly Rate Per Customer (Billed to Customer) |
| Monthly Rate for Basic Services^x | |
| A. One 96-gallon Refuse (no food waste) | A \$ <u>13.00</u> |
| B. One 96-gallon Recyclables | B **\$ <u>5.00</u> |
| C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste | C ***\$ <u>10.46</u> |
| Monthly Rate for Basic Services (without SB 1383 Compliance) | |
| D. One 96-gallon Refuse (with food waste) [£] | D *\$ <u>18.00</u> £ |
| E. One 96-gallon Green Waste (without Food Waste) [£] | E ***\$ <u>5.46</u> £ |
| Portion of the Monthly Rate for Special Services (Exhibit 3A1 H) | |
| 1. Christmas Tree Collection | 1 \$ <u>.08</u> |
| 2. Annual Cleanup Event | 2 \$ <u>.27</u> |
| 3. Annual Container Cleaning | 3 \$ <u>1.58</u> |
| 4. Mulch/Compost Events | 4 \$ <u>.98</u> |
| 5. Bulky Item Service | 5 \$ <u>.10</u> |
| o Bulky Item (On-call) | \$ <u>.10</u> |
| o Excess Refuse | \$ <u>.10</u> |
| o Excess Green Waste | \$ <u>.10</u> |
| o Special Recyclables/Reusable Items | \$ <u>.10</u> |
| 6. Priority Pickups at Director's Request | 6 \$ <u>.05</u> |
| 7. Special Cleanup Events Services | 7 \$ <u>.08</u> |
| 8. Sharps Collections | 8 \$ <u>.08</u> |
| 9. Bear-Resistant Carts | 9 \$ <u>.50</u> |
| 10. Video Equipment & Recording | 10 \$ <u>.50</u> |
| 1.1a | |
| Total of A - C and 1 - 10 (do not include D or E) | #\$ <u>32.58</u> (Basic Service Total) |

| Monthly Rate for Alternative to Director's Preferred Method | (optional) |
|---|-----------------|
| • One 96-gallon Refuse Cart | \$ <u>32.58</u> |
| • One 96-gallon Refuse + Food Waste Cart | \$ <u>32.58</u> |
| • One 96-gallon Recyclables Cart | \$ <u>5.00</u> |
| • One 96-gallon Green Waste Cart | \$ <u>5.46</u> |
| • One 96-gallon Green Waste (landscaping only) Cart | \$ <u>5.46</u> |
| • One 64-gallon Food Waste Cart | \$ <u>15.00</u> |

¥COUNTY may turn on or off any of services 1 - 10 and/or switch to service D - E.

£COUNTY may choose to allow food waste in the Refuse Cart for Disposal in a landfill and/or prevent food waste from being allowed in the Green Waste Cart (common methods before SB 1383). CONTRACTOR must therefore include an alternate monthly rate for these services.

| CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7) | |
|---|---|
| Services | Monthly Rate (Billed to Customer) |
| Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart | 96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee*** |
| Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • Bulky Items, excess waste, or Green Waste (per visit to Collect all items) | Per request charge equal to 75% of Basic Service Total# |
| Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and Temporary Bear-Cart Delivery for Excess Waste (Exhibit 3A3 B2) <ul style="list-style-type: none"> • Each additional exchange/delivery | Per request charge equal to 50% of Basic Service Total# |
| Bear-Carts Outside of Bear Zones (Exhibit 3A1 D12 & Section 7A2h) Each set of Containers | 10% of (Basic Service Total# + any fees charged for extra containers if those are replaced too) |
| Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site | 100% of Basic Service Total# 125% of previous fee 100% of Basic Service Total# |
| Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ First 50 feet ○ Each 200 feet ○ Unpaved ○ Steep | 5% of Basic Service Total# 50% of Basic Service Total# 50% of Basic Services Total# 50% of Basic Services Total# 10% of Basic Services Total# 10% of Basic Services Total# |
| Difficult to Service (Exhibit 3A1 O & Section 7A2c) Cost per Customer | If applicable to Service Area 25% of Basic Service Total# |
| Manure Service , per collection each week (Exhibit 3A1 D13 & Section 7A2g) | If applicable to Service Area |

| | |
|--|--|
| <ul style="list-style-type: none"> 64-gallon Cart 2-cubic yard Dumpster Roll-Out/Scout Service | \$ <u>65.00</u> \$ <u>185.00</u> \$ Negotiated with Customer |
| Locking Cart (Exhibit 3A1 D14) | |
| <ul style="list-style-type: none"> 96-gallon Cart | \$ <u>125.</u> (one-time, per Cart) |
| Container Cleaning (Exhibit 3A1 D3d(3)) | |
| <ul style="list-style-type: none"> Monthly Cleaning Service, 1 Cart Monthly Cleaning Service, each additional Cart | \$ <u>25.00</u> \$ <u>5.00</u> |
| Billing Fees (Section 7B7) | |
| <ul style="list-style-type: none"> Late payment fee Interruption of service Returned checks | 10% of past due amount 10% of Basic Services Total [#] 10% of Basic Services Total [#] |

Using the examples given below calculate your Monthly Unit Rate^x, Monthly Service Fee Revenue, and Annual Service Fee Revenue. The estimated number of customers given is the current number for the Service Area but may be revised as outlined in Section 7, Service Fees and Billing.

| | Estimated. No. Customers | | Monthly Unit Rate ^x | | Monthly Service Fee Revenue | Months | Annual Service Fee Revenue |
|---------|---|---|---------------------------------|---|-----------------------------|--------|---|
| Example | 3,059 | x | \$ 20.00 | = | \$ 61,180 | x 12 | = \$ 734,160 |
| Actual | 13,773 | x | \$ <u>32.58</u> ^{1.1a} | = | \$ <u>448,724.30</u> | x 12 | = \$ <u>5,384,692.08</u> ^{1.1} |
| Example | <i>Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.</i> | | | | | | |
| | WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | |
| Actual | <i>Five million three hundred eighty-four thousand six hundred ninety-two dollars.</i> ^{087,000} | | | | | | |
| | WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | |

Using the examples given below calculate the Monthly Customer Net Rate, without the 10 percent franchise fee.

| | Monthly Customer Rate ^x | | Franchise Fee | | Monthly Customer Net Rate |
|---------|---|---|----------------|---|---------------------------|
| Example | \$ 20.00 | - | 10% | = | = \$ 18.00 |
| Actual | \$ <u>32.58</u> ^{1.1a} | - | \$ <u>2.96</u> | = | = \$ <u>29.62</u> |
| Example | <i>Eighteen dollars and zero cents.</i> | | | | |
| | WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |
| Actual | <i>Twenty nine dollars</i> ^{627,000} | | | | |
| | WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |

^x Also referred to as Basic Service Total

| FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17) | | | |
|---|---|---|--|
| Check box if additional facilities are listed on a separate page <input type="checkbox"/> | Initial Facility | Initial Facility Rate per ton (at start of CONTRACT) | Final Facility |
| Disposal Rate for Refuse (Exhibit 17 B17) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: • Backup Facility 2: • Backup Facility 3: | <u>URR</u> <u>UWS LA</u> <u>East LA Transfer</u> _____ | <u>\$ 65.-</u> <u>\$ 65.-</u> <u>\$ 65.-</u> <u>\$</u> | <u>Chiquita</u> <u>Chiquita</u> <u>Sunshine</u> _____ |
| Disposal Rate for Organic Waste (landscaping + food waste) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>UWS LA</u> <u>WM Sun Valley</u> | <u>\$ 125.00</u> <u>\$ 135.00</u> | <u>Rialto Biomass</u> <u>Rialto Biomass</u> |
| Disposal Rate for Food Waste <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>Same as Organic</u> <u>Same as Organic</u> | <u>\$ 125.-</u> <u>\$ 135.-</u> | <u>Rialto Biomass</u> <u>Rialto Biomass</u> |
| Disposal Rate for Green Waste (landscaping only) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>Green Wise Soil</u> <u>Plank Hills TIRF</u> | <u>\$ 65.00</u> <u>\$ 85.11</u> | <u>Various Outlets</u> <u>Various Outlets</u> |

**Task 2 Service Fees
Altadena/Kinneloa Mesa**

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Service Fee and Calculate your Monthly Payment Rate and Proposed Annual Amount. The Proposed Annual Amount is not the total for all proposed Task 2 services but rather it is the total of the amounts to be evaluated. Potential additional amounts for Task 2 are not included here but are part of the contract. Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Charts below contain several places with "Additional" services that are beyond what is expected. Note: There are 4.33 weeks per month.

| 2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a) | | | |
|---|---------------------------|----------------------|---------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Waste Rate Per Ton • Alleys (1.0 miles) • Parkways, Sidewalks, Streets (408.8 miles) | \$ <u>93.7</u> /ton | x 2 tons | = \$ <u>187.4</u> |
| Abandoned Waste Dry Runs • After 4 th , each month | \$ <u>125.7</u> /incident | x 2 incident | = \$ <u>251.4</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2A | | | \$ <u>438.8</u> ^{2.1a} |

| 2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b) | | | |
|--|-------------------------------|------------------------------------|-------------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Monitoring All Hot Zone Locations 8 locations | \$ <u>.18</u> /foot (per day) | x 3,682 feet x 5 days x 4.33 weeks | = \$ <u>14,348.75</u> |
| Additional Hot Zones Monitoring (up to 25% more length) | \$ <u>.07</u> /foot (per day) | x 921 feet x 5 days x 4.33 weeks | = \$ <u>1,315.78</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2B | | | \$ <u>15,744.53</u> ^{2.1b} |

| 2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c) | | | |
|---|---|---------------------------------|-----------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Standard or Solar Compactors (assume Collection twice per day, 6 days per week) | n/a | x 0 receptacles | = n/a |
| Additional public receptacles (up to 25% more receptacles) | \$ <u>5.00</u> /receptacle (per Collection) | x 25 receptacles x 2 x 6 x 4.33 | = \$ <u>1,299.-</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2C | | | \$ <u>1,299.-</u> ^{2.1c} |

| 2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3e) | | | |
|--|--------------------|-----------------------|----------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Encampments | | | |
| • Waste Collection for each 4 cu yds | \$350.00 | 4 loads | \$1400 |
| Occupied Encampments | (per week) | (per month) | |
| • Bags Collected | \$3.00/bag | 5 bags x 4.33 | \$64.95 |
| • Boxes (Refuse in bags from event box) | \$9.14/box | 2 box x 4.33 | \$79.15 |
| • Carts | | | |
| ○ Delivery and removal to/from area | \$31.47/area | 2 areas x 4.33 | \$272.53 |
| ○ Collection & Disposal (96-gal) | \$391/Collection | 12 Collections x 4.33 | \$203.16 |
| ○ Collection & Disposal (32-gal) | \$317/Collection | 12 Collections x 4.33 | \$164.71 |
| ○ Overflowing Cart surcharge | \$11.80/96 gallons | 1 overflows x 4.33 | \$51.09 |
| ○ Contaminated Load surcharge | \$78.14/Cart | 2 Carts x 4.33 | \$681.20 |
| • Dumpsters | | | |
| ○ Delivery and removal to/from area | \$31.47/area | 4 areas x 4.33 | \$545.06 |
| ○ Collection & Disposal (3 cu yds) | \$14.37/Collection | 20 Collections x 4.33 | \$1591.71 |
| ○ Overflowing Dumpster surcharge | \$236.03 cu yds | 20 overflows x 4.33 | \$2043.76 |
| ○ Contaminated Load surcharge | \$78.14/Dumpster | 4 Dumpster x 4.33 | \$1362.99 |
| • Additional Cart or Dumpster Services | n/a | n/a | \$ |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2D | | | \$8,459.72 ^{2.1d} |

| 2E. Litter Collection (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g) | | | |
|--|---------------|----------------------|----------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Litter Rate Per Mile | | | |
| Alleys (1.0 miles) | \$186.09/mile | 1.0 miles x 4.33 | \$805.77 |
| Litter (As-Needed) | | | |
| Hours Spent | \$150.00/hour | 4 hours x 4.33 | \$2,598.00 |
| Additional Litter (As-Needed) | | | |
| (up to 200% more hours) | \$150.00/hour | 8 hours x 4.33 | \$5,196.00 |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2E | | | \$8,599.77 ^{2.1e} |

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

| Monthly Amount for Task 2A | Monthly Amount for Task 2B | Monthly Amount for Task 2C | Monthly Amount for Task 2D | Monthly Amount for Task 2E | Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E |
|---|-----------------------------|----------------------------|----------------------------|---|---|
| \$436.00 ^{2.1a} | \$15,744.53 ^{2.1b} | \$1,299.00 ^{2.1c} | \$8,459.72 ^{2.1d} | \$8,599.77 ^{2.1e} | \$34,539.02 ^{2.1abcde} |
| Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E | | | | Proposed Annual Amount for Task 2 | |
| \$34,539.02 ^{2.1abcde} | | | | x 12 months = \$414,468.20 ^{2.1} | |
| Four hundred fourteen thousand four hundred sixty eight ²⁰ / 100 | | | | | |
| WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1 | | | | | |

**Task 2 Emergency Service Fees
Altadena/Kinneloa Mesa**

Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

| Services | Rate (billed to COUNTY) |
|---|--|
| Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1) | |
| Automated Collection Services and/or Bulky Items | Comparable Municipal Solid Waste fees |
| Solid Waste not in Containers (Exhibit 3A2 F2) | |
| Solid Waste not in Containers | \$ <u>70.7</u> /ton and \$ <u>30.7</u> /cubic yard |
| Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3) | |
| Roll-Off Containers or Drop-Off Events | Comparable Municipal Solid Waste fees |
| Palm Frond Collection (Exhibit 3A2 F4) | |
| Palm Frond Collection | \$ <u>215.7</u> /hour per Vehicle |
| Waste in Right-of-Way (Exhibit 3A2 F5) | |
| Waste in Right-of-Way <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal | Comparable fees to Attachment 7-3 with a negotiated adjustment for distance. |

**Schedule of Prices
Altadena/Kinneloa Mesa**

Values for Task 1 and Task 2 in the table below are to be transferred from Task 1 Service Fees and Task 2 Service Fees. Please note that the Total Proposed Annual Amount For Tasks 1 + 2 in the table below is the amount that is evaluated.

| Total Proposed Annual Amount for Task 1 | | Total Proposed Annual Amount for Task 2 | | TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2 |
|---|---|---|---|--|
| \$5,384,692.08 ^{1.1} | + | \$414,468.20 ^{2.1} | = | \$5,799,160.28 |
| TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL) | | | | |
| Five million seven hundred ninety nine thousand one hundred sixty two / 100 | | | | |

| | | |
|---|-----------------------------------|--------------|
| LEGAL NAME OF PROPOSER | | |
| Universal Waste Systems Inc. | | |
| NAME OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| Mark Blackburn | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
|  | | |
| TITLE OF AUTHORIZED PERSON | | |
| President | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| 3/20/22 | | |
| PROPOSER'S ADDRESS | | |
| 9010 Norwalk Blvd. SES CA 90670 | | |
| PHONE | E-MAIL | |
| (909) 859-5731 | matt@lwwscompany.com | |

The undersigned Proposer offers to perform the work described in the Request for Proposal (RFP) for the following prices. The Proposer's rates (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless those specified to be furnished by Public Works. It is understood and agreed that where quantities, if any, are set forth in the below tables, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

**Task 1 Service Fees
South Bay**

Proposer must provide a Service Fee for each item below. **These fees are to include the 10 percent franchise fee.**

Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Monthly Rate^x, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

| MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A) | |
|---|--|
| Services | Monthly Rate Per Customer (Billed to Customer) |
| Monthly Rate for Basic Services^x | |
| A. One 96-gallon Refuse (no food waste) | A *\$ <u>14.00</u> |
| B. One 96-gallon Recyclables | B **\$ <u>5.00</u> |
| C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste | C ***\$ <u>10.92</u> |
| Monthly Rate for Basic Services (without SB 1383 Compliance) | |
| D. One 96-gallon Refuse (with food waste) [£] | D *\$ <u>19.00</u> £ |
| E. One 96-gallon Green Waste (without Food Waste) [£] | E ***\$ <u>5.92</u> £ |
| Portion of the Monthly Rate for Special Services (Exhibit 3A1 H) | |
| 1. Christmas Tree Collection | 1 \$ <u>.08</u> |
| 2. Annual Cleanup Event | 2 \$ <u>.27</u> |
| 3. Annual Container Cleaning | 3 \$ <u>1.58</u> |
| 4. Mulch/Compost Events | 4 \$ <u>.98</u> |
| 5. Bulky Item Service | 5 |
| o Bulky Item (On-call) | \$ <u>.10</u> |
| o Excess Refuse | \$ <u>.10</u> |
| o Excess Green Waste | \$ <u>.10</u> |
| o Special Recyclables/Reusable Items | \$ <u>.10</u> |
| 6. Priority Pickups at Director's Request | 6 \$ <u>.05</u> |
| 7. Special Cleanup Events Services | 7 \$ <u>.08</u> |
| 8. Sharps Collections | 8 \$ <u>.90</u> |
| 9. Bear-Resistant Carts | 9 \$ <u>n/a</u> |
| 10. Video Equipment & Recording | 10 \$ <u>.50</u> |
| 1.1a | |
| Total of A - C and 1 - 10 (do not include D or E) | #\$ <u>33.96</u> (Basic Service Total) |

| Monthly Rate for Alternative to Director's Preferred Method | (optional) |
|---|------------|
| • One 96-gallon Refuse Cart | \$ 33.96 |
| • One 96-gallon Refuse + Food Waste Cart | \$ 33.96 |
| • One 96-gallon Recyclables Cart | \$ 5.00 |
| • One 96-gallon Green Waste Cart | \$ 5.92 |
| • One 96-gallon Green Waste (landscaping only) Cart | \$ 5.92 |
| • One 64-gallon Food Waste Cart | \$ 16.00 |

*COUNTY may turn on or off any of services 1 - 10 and/or switch to service D - E.

‡COUNTY may choose to allow food waste in the Refuse Cart for Disposal in a landfill and/or prevent food waste from being allowed in the Green Waste Cart (common methods before SB 1383). CONTRACTOR must therefore include an alternate monthly rate for these services.

| CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7) | |
|---|---|
| Services | Monthly Rate (Billed to Customer) |
| Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart | 96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee*** |
| Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • Bulky Items, excess waste, or Green Waste (per visit to Collect all items) | Per request charge equal to 75% of Basic Service Total# |
| Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and Temporary Bear-Cart Delivery for Excess Waste (Exhibit 3A3 B2) <ul style="list-style-type: none"> • Each additional exchange/delivery | Per request charge equal to 50% of Basic Service Total# |
| Bear-Carts Outside of Bear Zones (Exhibit 3A1 D12 & Section 7A2h) Each set of Containers | 10% of (Basic Service Total# + any fees charged for extra containers if those are replaced too) |
| Container Removal and Return , within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site | 100% of Basic Service Total# 125% of previous fee 100% of Basic Service Total# |
| Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ First 50 feet ○ Each 200 feet ○ Unpaved ○ Steep | 5% of Basic Service Total# 50% of Basic Service Total# 50% of Basic Services Total# 50% of Basic Services Total# 10% of Basic Services Total# 10% of Basic Services Total# |
| Difficult to Service (Exhibit 3A1 O & Section 7A2c) | If applicable to Service Area |
| Cost per Customer | 25% of Basic Service Total# |
| Manure Service , per collection each week (Exhibit 3A1 D13 & Section 7A2g) | If applicable to Service Area |

| | |
|--|---|
| <ul style="list-style-type: none"> 64-gallon Cart 2-cubic yard Dumpster Roll-Out/Scout Service | <p>\$<u>65.-</u> \$<u>186.-</u> \$ Negotiated with Customer</p> |
| Locking Cart (Exhibit 3A1 D14) | |
| <ul style="list-style-type: none"> 96-gallon Cart | \$ <u>125.-</u> (one-time, per Cart) |
| Container Cleaning (Exhibit 3A1 D3d(3)) | |
| <ul style="list-style-type: none"> Monthly Cleaning Service, 1 Cart Monthly Cleaning Service, each additional Cart | <p>\$<u>25.-</u> \$<u>5.-</u></p> |
| Billing Fees (Section 7B7) | |
| <ul style="list-style-type: none"> Late payment fee Interruption of service Returned checks | <p>10% of past due amount 10% of Basic Services Total# 10% of Basic Services Total#</p> |

Using the examples given below calculate your Monthly Unit Rate^x, Monthly Service Fee Revenue, and Annual Service Fee Revenue. The estimated number of customers given is the current number for the Service Area but may be revised as outlined in Section 7, Service Fees and Billing.

| | Estimated. No. Customers | | Monthly Unit Rate ^x | | Monthly Service Fee Revenue | Months | Annual Service Fee Revenue |
|---------|---|---|---------------------------------|---|-----------------------------|--------|---|
| Example | 3,059 | x | \$ 20.00 | = | \$ 61,180 | x 12 | = \$ 734,160 |
| Actual | 10,527 | x | \$ <u>33.94</u> ^{1.1a} | = | \$ <u>357,496.90</u> | x 12 | = \$ <u>4,289,963.04</u> ^{1.1} |
| Example | <i>Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents.</i> | | | | | | |
| | WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | |
| Actual | <i>Four million two hundred eighty nine thousand nine hundred sixty three dollars ^{04/100}</i> | | | | | | |
| | WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1 | | | | | | |

Using the examples given below calculate the Monthly Customer Net Rate, without the 10 percent franchise fee.

| | Monthly Customer Rate ^x | | Franchise Fee | | Monthly Customer Net Rate |
|---------|---|---|----------------|---|---------------------------|
| Example | \$ 20.00 | - | 10% | = | = \$ 18.00 |
| Actual | \$ <u>33.94</u> ^{1.1a} | - | \$ <u>3.09</u> | = | = \$ <u>30.87</u> |
| Example | <i>Eighteen dollars and zero cents.</i> | | | | |
| | WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |
| Actual | <i>Thirty dollars ^{87/100}</i> | | | | |
| | WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1 | | | | |

^x Also referred to as Basic Service Total

| FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17) | | | |
|---|--|--|--|
| Check box if additional facilities are listed on a separate page <input type="checkbox"/> | Initial Facility | Initial Facility Rate per ton (at start of CONTRACT) | Final Facility |
| Disposal Rate for Refuse (Exhibit 17 B17) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: • Backup Facility 2: • Backup Facility 3: | <u>UPR</u> <u>UWS LA</u> <u>American Transfer</u> _____ | <u>\$ 65.-</u> <u>\$ 65.-</u> <u>\$ 65.-</u> \$ _____ | <u>Chiquita</u> <u>Chiquita</u> <u>Sunshine</u> _____ |
| Disposal Rate for Organic Waste (landscaping + food waste) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>UWS LA</u> <u>Wm Sun Valley</u> | <u>\$ 125.-</u> <u>\$ 135.-</u> | <u>Rialto Biomass</u> <u>Rialto Biomass</u> |
| Disposal Rate for Food Waste <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>UWS LA</u> <u>Wm Sun Valley</u> | <u>\$ 125.-</u> <u>\$ 135.-</u> | <u>Rialto Biomass</u> <u>Rialto Biomass</u> |
| Disposal Rate for Green Waste (landscaping only) <ul style="list-style-type: none"> • Primary Facility: • Backup Facility 1: | <u>Green Wise Soil</u> <u>Puent Hills MRF</u> | <u>\$ 65.-</u> <u>\$ 85.4</u> | <u>Various Outlets</u> <u>Various Outlets</u> |

**Task 2 Service Fees
South Bay**

Proposer must provide a Service Fee for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. Write-in your proposed Service Fee and Calculate your Monthly Payment Rate and Proposed Annual Amount. The Proposed Annual Amount is not the total for all proposed Task 2 services but rather it is the total of the amounts to be evaluated. Potential additional amounts for Task 2 are not included here but are part of the contract. Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Charts below contain several places with "Additional" services that are beyond what is expected. Note: There are 4.33 weeks per month.

| 2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a) | | | |
|---|--------------------------|----------------------|-------------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Waste Rate Per Ton • Alleys (6.5 miles) • Parkways, Sidewalks, Streets (171.4 miles) | \$ <u>93.7</u> /ton | 6 tons | \$ <u>558.-</u> |
| Abandoned Waste Dry Runs • After 4 th , each month | \$ <u>125.7</u> incident | 3 incidents | \$ <u>375.-</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2A | | | ^{2.1a} \$ <u>933.00</u> |

| 2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b) | | | |
|--|------------------------------|--------------------------------------|--|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Monitoring All Hot Zone Locations 23 locations | \$ <u>.09</u> foot (per day) | 24,466 feet x 5 days x 4.33 weeks | \$ <u>47,672.-</u> |
| Additional Hot Zones Monitoring (up to 25% more length) | \$ <u>.03</u> foot (per day) | 6,117 feet x 5 days x 4.33 weeks | \$ <u>3,972.99</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2B | | | ^{2.1b} \$ <u>51,644.99</u> |

| 2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c) | | | |
|--|--|----------------------------------|---------------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Standard or Solar Compactors (assume Collection twice per day, 6 days per week) | n/a | 0 receptacles | n/a |
| Additional public receptacles (up to 25% more receptacles) | \$ <u>2.50</u> /receptacle (per Collection) | 25 receptacles x 2 x 6 x 4.33 | \$ <u>3,247.50</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2C | | | ^{2.1c} \$ <u>3,247.50</u> |

| 2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3e) | | | |
|--|-----------------------------|-------------------------|-----------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Abandoned Encampments | | | |
| • Waste Collection for each 4 cu yds | \$ <u>350.-</u> | 4 loads | \$ <u>1400</u> |
| Occupied Encampments | (per week) | (per month) | |
| • Bags Collected | \$ <u>3.-</u> /bag | 5 bags x 4.33 | \$ <u>64.95</u> |
| • Boxes (Refuse in bags from event box) | \$ <u>9.14</u> /box | 2 box x 4.33 | \$ <u>79.15</u> |
| • Carts | | | |
| ○ Delivery and removal to/from area | \$ <u>21.47</u> /area | 4 areas x 4.33 | \$ <u>543.06</u> |
| ○ Collection & Disposal (96-gal) | \$ <u>3.91</u> /Collection | 12 Collections x 4.33 | \$ <u>203.16</u> |
| ○ Collection & Disposal (32-gal) | \$ <u>3.17</u> /Collection | x 12 Collections x 4.33 | = \$ <u>164.71</u> |
| ○ Overflowing Cart surcharge | \$ <u>11.80</u> /96 gallons | 1 overflows x 4.33 | \$ <u>51.09</u> |
| ○ Contaminated Load surcharge | \$ <u>18.10</u> /Cart | 2 Carts x 4.33 | \$ <u>681.20</u> |
| • Dumpsters | | | |
| ○ Delivery and removal to/from area | \$ <u>3.47</u> /area | 10 areas x 4.33 | \$ <u>1362.65</u> |
| ○ Collection & Disposal (3 cu yds) | \$ <u>18.38</u> /Collection | 30 Collections x 4.33 | \$ <u>2387.56</u> |
| ○ Overflowing Dumpster surcharge | \$ <u>23.10</u> /3 cu yds | 5 overflows x 4.33 | \$ <u>510.94</u> |
| ○ Contaminated Load surcharge | \$ <u>18.10</u> /Dumpster | 4 Dumpster x 4.33 | \$ <u>1362.39</u> |
| • Additional Cart or Dumpster Services | n/a | n/a | \$ <u> </u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2D | | | 2.1d \$ <u>8,812.86</u> |

| 2E. Litter Collection (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g) | | | |
|--|-----------------------|----------------------|------------------------------------|
| Annual Services | Service Fee | Estimated Quantities | Monthly Rate |
| Litter Rate Per Mile | | | |
| Alleys ([] miles) | \$ <u>186.0</u> /mile | 6.5 miles x 4.33 | \$ <u>5,237.50</u> |
| Litter (As-Needed) | | | |
| Hours Spent | \$ <u>150.7</u> /hour | x 4 hours x 4.33 | = \$ <u>2,598.00</u> |
| Additional Litter (As-Needed) (up to 200% more hours) | \$ <u>150.7</u> /hour | 8 hours x 4.33 | \$ <u>5,196.00</u> |
| TOTAL PROPOSED MONTHLY AMOUNT FOR 2E | | | 2.1e \$ <u>13,031.50</u> |

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

| | | | | | |
|--|-------------------------------|------------------------------|------------------------------|--|---|
| Monthly Amount for Task 2A | Monthly Amount for Task 2B | Monthly Amount for Task 2C | Monthly Amount for Task 2D | Monthly Amount for Task 2E | Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E |
| 2.1a \$ <u>933.00</u> | 2.1b + \$ <u>51,644.99</u> | 2.1c + \$ <u>3,248.50</u> | 2.1d + \$ <u>8,812.86</u> | 2.1e + \$ <u>13,031.50</u> | 2.1abcde = \$ <u>77,669.85</u> |
| Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E | | | | Proposed Annual Amount for Task 2 | |
| 2.1abcde \$ <u>77,669.85</u> | | | | x 12 months = \$ <u>932,038.20</u> 2.1 | |
| <p><i>Nine hundred thirty-two thousand thirty eight dollars</i> 2016</p> <p>WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1</p> | | | | | |

**Task 2 Emergency Service Fees
South Bay**

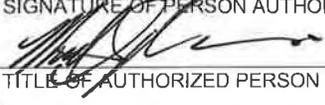
Proposer must provide a rate for each item below. Failure to do so may result in the proposal/bid being rejected as nonresponsive.

| Services | Rate (billed to COUNTY) |
|---|--|
| Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1) | |
| Automated Collection Services and/or Bulky Items | Comparable Municipal Solid Waste fees |
| Solid Waste not in Containers (Exhibit 3A2 F2) | |
| Solid Waste not in Containers | \$ <u>76.</u> /ton and \$ <u>36.</u> /cubic yard |
| Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3) | |
| Roll-Off Containers or Drop-Off Events | Comparable Municipal Solid Waste fees |
| Palm Frond Collection (Exhibit 3A2 F4) | |
| Palm Frond Collection | \$ <u>215.</u> /hour per Vehicle |
| Waste in Right-of-Way (Exhibit 3A2 F5) | |
| Waste in Right-of-Way <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal | Comparable fees to Attachment 7-3 with a negotiated adjustment for distance. |

**Schedule of Prices
South Bay**

Values for Task 1 and Task 2 in the table below are to be transferred from Task 1 Service Fees and Task 2 Service Fees. Please note that the Total Proposed Annual Amount For Tasks 1 + 2 in the table below is the amount that is evaluated.

| Total Proposed Annual Amount for Task 1 | | Total Proposed Annual Amount for Task 2 | | TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2 |
|--|---|---|---|--|
| \$4,289,963.04 ^{1.1} | + | \$932,038.20 ^{2.1} | = | \$5,222,001.24 |
| TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL) | | | | |
| Five million two hundred twenty two thousand One dollar ²⁴ / ₁₀₀ | | | | |

| | | |
|---|-----------------------------------|--------------|
| LEGAL NAME OF PROPOSER | | |
| Universal Waste Systems Inc. | | |
| NAME OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| Mark Blackburn | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
|  | | |
| TITLE OF AUTHORIZED PERSON | | |
| President | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| 3/26/22 | | |
| PROPOSER'S ADDRESS | | |
| 9010 Norwalk Blvd. SFS CA 90670 | | |
| PHONE | E-MAIL | |
| (909) 859-5731 | matt@uwscompany.com | |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|--|------------------|------------------------|
| Company Name: <u>Universal Waste Systems</u> | | |
| Company Address: <u>9010 Norwalk</u> | | |
| City: <u>SFS</u> | State: <u>CA</u> | Zip Code: <u>90670</u> |
| Telephone Number: <u>(562)941-4900</u> | | |
| (Type of Goods or Services): <u>Solid Waste Collection</u> | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

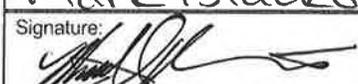
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|---|----------------------------|
| Print Name: <u>Mark Blackburn</u> | Title: <u>President</u> |
| Signature:  | Date: <u>3/20/22</u> |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Exclusive Residential Franchise Altadena / South Bay
 SERVICE BY PROPOSER: Universal Waste Systems
 PROPOSAL DATE: 3/20/22

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2017 | 2018 | 2019 | 2020 | 2021 | Total | Current Year to Date |
|---|-------|-------|-------|-------|-------|-------|----------------------|
| 1. Number of contracts. | 11 | 7 | 7 | 7 | 9 | 41 | 9 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 14.7m | 47.6m | 49.2m | 65.6m | 78.2m | 255.3 | 19.5m |
| 3. Number of fatalities. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Number of lost workday cases. | 6 | 6 | 3 | 2 | 1 | 22 | 2 |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Number of lost workdays. | 316 | 342 | 149 | 14 | 22 | 1098 | 56 |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.


 Name of Proposer or Authorized Agent (print) Mark Blackburn 3/20/22
 Signature Date

CONFLICT OF INTEREST CERTIFICATION

I, Mark Blackburn

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) President

of Universal Waste Systems Inc
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

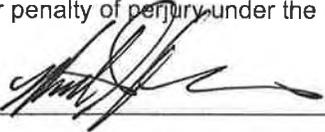
Contracts Prohibited.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed 

Date 3/20/22

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Universal Waste Systems

PROPOSED CONTRACT FOR: Solid Waste Exclusive Residential Altadena/South Bay

Provide a comprehensive reference list of all contracts for municipal residential waste collection contracts services provided by the Proposer during the previous five years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

| | |
|-------------------------------------|-----------------------------|
| SERVICE: Residential | SERVICE DATES: See Attached |
| DEPT/DISTRICT: Public Works | |
| CONTACT: Steve Mitkowski | |
| TELEPHONE: (626) 458-356A | |
| FAX: (626) 458-3373 | |
| E-MAIL: smitkowski@dpw.lacounty.gov | |

| | |
|--------------------------------------|----------------------|
| SERVICE: Commercial | SERVICE DATES: 7/07- |
| DEPT/DISTRICT: ISD | |
| CONTACT: Carla Leung | |
| TELEPHONE: (323) 267-2209 | |
| FAX: N/A | |
| E-MAIL: carla.leung@isd.lacounty.gov | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---------------------------------------|------------------------|
| SERVICE: Commercial | SERVICE DATES: 2/1/17- |
| AGENCY/ FIRM: City of Los Angeles | |
| ADDRESS: 1149 S. Broadway LA CA 90015 | |
| CONTACT: Dan Meyers | |
| TELEPHONE: (213) 485-3774 | |
| FAX: (213) 485-3671 | |
| E-MAIL: daniet.meyers@lacity.org | |

| | |
|--------------------------------------|-----------------------------------|
| SERVICE: Solid waste | SERVICE DATES: 11/1/14 - 11/30/19 |
| AGENCY/ FIRM: City of Newport Beach | |
| ADDRESS: 592 Superior, Newport Beach | |
| CONTACT: Micah Martin | |
| TELEPHONE: (949) 644-3055 | |
| FAX: | |
| E-MAIL: mmartin@newportbeach.ca.gov | |

| | |
|--|------------------------|
| SERVICE: Franchise | SERVICE DATES: 3/2020- |
| AGENCY/ FIRM: City of Maywood | |
| ADDRESS: 4319 E. Slauson, Maywood CA | |
| CONTACT: Jennifer Vasquez | |
| TELEPHONE: (323) 562-5712 | |
| FAX: | |
| E-MAIL: jennifer.vasquez@cityofmaywood.org | |

| | |
|---|--------------------------|
| SERVICE: Franchise | SERVICE DATES: 1/1/2022- |
| AGENCY/ FIRM: City of Los Alamitos | |
| ADDRESS: 3191 Katella Ave., Los Alamitos CA 90720 | |
| CONTACT: Michelle Muller | |
| TELEPHONE: (562) 357-4514 | |
| FAX: | |
| E-MAIL: mmuller@cityoflosalamitos.org | |

Attachment to PW 6

Residential Public Works Contracts are for the following areas:

- North East Bay and Mountains
- North West Bay and Mountains
- West Whittier
- South San Gabriel
- Pioneer / Carson Park
- Citrus / Charter Oak/ Ramona
- Malibu Garbage Disposal District
- Mesa Heights Garbage Disposal Districts
- Non Exclusive Franchise Agreement

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| |
|---|
| Proposer's Name <u>Universal Waste Systems Inc.</u> |
| Address <u>9010 Norwalk Blvd, SFS CA 90676</u> |
| Internal Revenue Service Employer Identification Number <u>33-09-4543</u> |

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

| | | |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self-analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|---|---------------------|
| Proposer <u>Universal Waste Systems Inc.</u> | |
| Authorized representative <u>Mark Blackburn</u> | |
| Signature  | Date <u>3/20/22</u> |

FORM PW-8

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

| | Subcontractor Name | Local SBE | SBE | Minority | Women-Owned | Disadvantaged Business | Disabled Veteran | Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning |
|----|-----------------------|-----------|-----|----------|-------------|------------------------|------------------|---|
| 1 | Southland Disposal Co | ✓ | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

| | | | |
|----------------|--|-----------|---------|
| Print Name: | Authorized Signature | Title | Date |
| Mary Blackburn |  | President | 3/20/22 |

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

| <u>NAME/ADDRESS</u> | <u>TYPE OF WORK OR PRODUCT</u> | <u>INDICATE MBE/ WBE/DBE/DVBE/ LGTQQBE</u> | <u>PERCENTAGE OF BASE PRICE PROPOSAL</u> |
|----------------------------|--------------------------------|--|--|
| Southland Disposal Company | Subhaul | — | — |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form

I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

| | | | |
|--|--------------------|--------------------|-------------|
| Name of Firm: | County WebVen No.: | | |
| Print Name: | Title: | | |
| Signature:  | Date: | | |
| Reviewer's Signature | | | |
| | Approved | Disapproved | Date |
| | | | |

All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name: Universal Waste Systems Inc
 My County (WebVen) Vendor Number: 05210601

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

| Business Structure: | <input type="checkbox"/> Sole | <input type="checkbox"/> Partn | <input checked="" type="checkbox"/> Corpor | <input type="checkbox"/> No | <input type="checkbox"/> Fra | <input type="checkbox"/> Other: |
|--|--|--------------------------------|--|-----------------------------|------------------------------|---------------------------------|
| Total Number of Employees (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 4 | 2 |
| Hispanic/Latino | | | 10 | 1 | 217 | 35 |
| Asian or Pacific Islander | | | | | 3 | 1 |
| American Indian | | | | | 2 | |
| Filipino | | | 1 | | | 1 |
| White | 4 | 2 | 16 | 6 | 41 | 14 |

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 80 % |
| Women | % | % | % | % | % | 20 % |

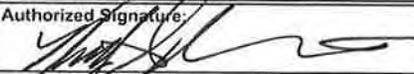
IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

BUSINESS ENTERPRISES: If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | LGBTQQ | Expiration Date |
|-------------|----------|-------|---------------|------------------|--------|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | | |
|--|----------------------------|-------------------------|
| Authorized Signature:  | Title: <u>President</u> | Date: <u>3/20/22</u> |
|--|----------------------------|-------------------------|

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES _____ NO _____ N/A (Program not available)

| | |
|--|--------------------|
| Signature  | Title President |
| Firm Name Universal Waste Systems Inc. | Date 3/20/22 |

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

| | |
|---------------------|-------------------|
| Proposer Name: | Date of Request: |
| Solicitation Title: | Solicitation No.: |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Universal Waste Systems Inc.
Company Name

9016 Norwalk Blvd, SFS CA 90670
Address

33-019-4543
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Mark Blackburn, President
Name and Title (please type or print)

3/20/22

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Universal Waste Systems Inc.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| | |
|------------------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| <u>Solid Waste Collection</u> | <u>11/30/2019</u> |
| NAME OF TERMINATING FIRM | |
| <u>City of Newport Beach</u> | |
| ADDRESS OF FIRM | |
| <u>592 Superior Newport Beach</u> | |
| CONTACT PERSON: | |
| <u>Micah Martin</u> | |
| TELEPHONE: <u>(949) 644-3055</u> | |
| FAX: | |
| E-MAIL: | |
| <u>mmartin@newportbeach.ca.gov</u> | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|---|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |
| SIGNATURE  | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |
| DATE: <u>3-20-22</u> | |

Form PW-13

The City of Newport Beach notified UWS on November 8, 2020 that they would be canceling our agreement which they have the right to do under their contract at "its sole and absolute discretion and without cause, to terminate this agreement at any time by giving no less than seven (7) calendar days". UWS did reach out, and were informed that the City had multiple service contracts for solid waste and recycling services at facilities, beaches, bus stops, food waste programs, etc. and they wanted to consolidate the services to one contractor. They received bids from several haulers to consolidate these services, and UWS didn't bid on that consolidation.

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Universal Waste Systems

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)
Pending

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: Mariscal / Hutter / Lemus / Arteaga
- 3. Case Number: 19 STCV46181, 19 STCV37302, 21 STCV01965
- 4. Court of Jurisdiction: LA
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Wage & Hour Claim

B. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: Dream Inv. vs UWS
- 3. Case Number: BC721627
- 4. Court of Jurisdiction: LA
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Customer Claims trash containers caused rodent problems in building

Signature of Proposer:  Date: 3/20/22

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Universal Waste Systems

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)
Dismissed

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: Leeds vs. UWS

3. Case Number: BC 677423

4. Court of Jurisdiction: LA

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

City of LA Commercial Franchise Litigation. Dismissed.

B. Pending Litigation Threatened Litigation Judgment (check one)
Settlement

1. Against Proposer; Principal; Both (check as appropriate)

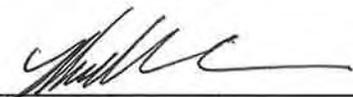
2. Name of Litigation/Judgment: Wesco vs UWS

3. Case Number: 19 NWCY 00288

4. Court of Jurisdiction: LA

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Insurance premium dispute.

Signature of Proposer: 

Date: 3/20/22

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Universal Waste Systems

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

- A. Pending Litigation Threatened Litigation Judgment (check one)
Dismissed

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: MOVEEL VS. UWS
3. Case Number: 19 NWC V 00288
4. Court of Jurisdiction: LA
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

UWS denied payment due to fraudulent billing. Case was dismissed.

- B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer:  Date: 3/20/22

EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA AND SOUTH BAY (BRC0000228)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Universal Waste Systems Inc.

Proposer's Name

9010 Norwalk Blvd. SFS CA 90670

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 3/20/22

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--|-------------------------|
| Print Name: <u>Mark Blackburn</u> | Title: <u>President</u> |
| Signature:  | Date: <u>3/20/22</u> |

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

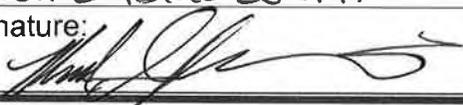
| | | |
|--|---|----------------------------|
| Company Name: <i>Universal Waste Systems Inc.</i> | | |
| Company Address: <i>9010 Norwalk Blvd.</i> | | |
| City: <i>SFS</i> | State: <i>CA</i> | Zip Code: <i>910670</i> |
| Telephone Number: <i>(562)941-4900</i> | E-Mail Address: <i>matt@uwscompany.com</i> | |
| Solicitation/Contract for <i>Residential Service Attadene/South Bay</i> Services | | |

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|---|---------------------------|
| Print Name: <i>Mark Blackburn</i> | Title <i>President</i> |
| Signature:  | Date: <i>3/20/22</i> |

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

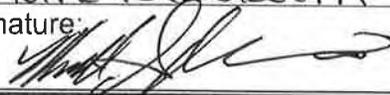
| | | |
|---|--|--------------------|
| Company Name: Universal Waste Systems Inc. | | |
| Company Address: 9010 Norwalk Blvd | | |
| City: SFS | State: CA | Zip Code: 90670 |
| Telephone Number: (562)941-4900 | E-Mail Address: matt@uwscompany.com | |
| Solicitation/Contract for Residential Service Attadena/South Bay Services | | |

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|---|--------------------|
| Print Name: Mark Blackburn | Title President |
| Signature:  | Date: 3/20/22 |

**COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP
EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF ALTADENA/KINNELOA MESA
AND SOUTH BAY (BRC0000228)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer must have three years of experience within the United States collecting and managing refuse, recyclable materials, and green waste from single-family and multifamily residences. Additionally, a Proposer that is a Joint Venture must either meet the three years of experience requirement while operating as a Joint Venture in the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above.

Yes. Please complete the chart below. In addition to responding on this form, as specified in Part I, Section 3.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.

| Proposer's Name | Dates of Experience (Mth/Yrs to Mth/Yrs) | Description of Services/Experience | Page Number* |
|-------------------------|--|--|--------------|
| Universal Waste Systems | July 2008 to Current | Malibu Gr DD, providing residential commercial, bulky item, illegal dumping etc. | 25 |
| | 14 years | | |

*List the page number in the proposal containing the proposer's experience.

No. Proposer does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

2. PERMIT

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. Additionally, if a Proposer is a Joint Venture, either the Joint Venture itself or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must possess the required valid Waste Collector Permit.

- Yes. Proposer has a Waste Collector Permit. Please complete the chart below.

| Permit No. | Name of Permit Holder | Valid/Active Dates |
|------------|-------------------------|--------------------|
| PR0157415 | Universal Waste Systems | 12/31/2022 |

OR

- Yes. Proposer has submitted application for a Waste Collector Permit. Please complete the chart below and attach a copy of the application with the Proposal submission.

| Application Filed Date | Name of Proposer or Subcontractor as the Permittee |
|------------------------|--|
| | |

- No. Proposer does not have the Waste Collector Permit or application as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

3. PROPOSAL GUARANTY

The Proposer must also submit a Proposal Guaranty as outlined in Part I, Section 3.A.15., Proposal Guaranty.

| Franchise Area | Proposal Guaranty Amount |
|------------------------|--------------------------|
| Altadena/Kinneloa Mesa | 10% |
| South Bay | 10% |

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

| | |
|--|--------------------|
| Signature  | Title President |
| Firm Name Universal Waste Systems Inc. | Date 3/20/22 |



THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT
Valid Until 12/31/2022

PR Number: PR0157415
Program ID: COMMERCIAL
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address

UNIVERSAL WASTE SYSTEMS INC.
P.O. BOX 3038
WHITTIER, CA 90605

SW1

Facility Location

UNIVERSAL WASTE SYSTEMS
INC.
9016 NORWALK BLVD
SANTA FE SPRINGS, CA 90670



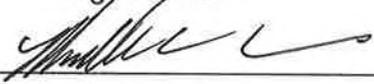
**REPRESENTATION AND WARRANTY OF
CHIEF ADMINISTRATION OFFICER/CHIEF EXECUTIVE OFFICER
OR OTHER KNOWLEDGEABLE PERSON**

I represent and warrant as follows:

- (1) I am knowledgeable about the disputes, actions, contests, debarments and environmental history of the Proposer, guarantor of Proposer's obligations under the Exclusive Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (2) The information provided in Proposer's proposal as required by Part 1, Section 3.A.8.a. and Section 3.A.8.b. of the RFP, "**References; Disputes, Actions, Contests and Debarments, and Environmental History**", or any portion of that information specified below to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) If, *after County has awarded the Exclusive Franchise Agreement to Proposer but before County has executed the Exclusive Franchise Agreement*, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's bid guaranty.
- (2) If, *after execution of the Exclusive Franchise Agreement*, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Exclusive Franchise Agreement and exercise County's remedies under the Exclusive Franchise Agreement, including termination of the Franchise Agreement.

Signature: 

Printed Name: Mark Blackburn

Office/Title:

- Chief Administrative Office
- Chief Executive Office
- Other knowledgeable person _____

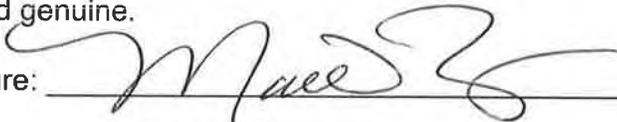
Entity or entities about which officer is knowledgeable:

- Proposer
- Guarantor of Proposer's obligations under the Franchise Agreement: _____; or
- Affiliate of Proposer [describe]: _____

Portion of information with respect to finances to which this representation applies:

- All
- The following specified portion: _____

I certify that the person named above is the duly appointed incumbent of the office set- forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: 

Printed Name: Matt Blackburn

Title (E.g. Secretary, Counsel): Vice President

**REPRESENTATION AND WARRANTY OF
CHIEF FINANCIAL OFFICER OR OTHER KNOWLEDGEABLE PERSON
SUBMISSION OF AUDITED/REVIEWED FINANCIALS WITH PROPOSAL**

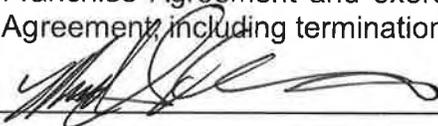
I represent and warrant as follows:

- (1) I am knowledgeable about the finances of Proposer, guarantor of Proposer's obligations under the Exclusive Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (2) The information provided in Proposer's proposal as required by Part 1, Section 2.A.10., "**Financial Resources**" or any portion of that information specified below, to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) If, *after County has awarded the Franchise Agreement to Proposer but before County has executed the Exclusive Franchise Agreement*, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's proposal guaranty.
- (2) If, *after execution of the Exclusive Franchise Agreement*, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Exclusive Franchise Agreement and exercise County's remedies under the Exclusive Franchise Agreement, including termination of the Exclusive Franchise Agreement.

Signature: _____



Printed Name: _____

Mark Blackburn

Office/Title:

Chief Financial Officer

Other knowledgeable person President

Entity or entities about which officer is knowledgeable:

Proposer

Guarantor of Proposer's obligations under the Franchise Agreement: _____; or

Affiliate of Proposer [describe]: _____

VIRTUAL DELIVERY OF AUDITED/REVIEWED FINANCIALS TO COUNTY

I warrant that Proposer will provide to County the Proposer's audited/reviewed financial statements for County review virtually through the Microsoft Teams meeting platform, or other virtual platform as directed by the County, at a time agreeable to County.

Signature: 

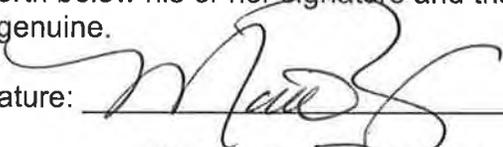
Printed Name: MARK Blackburn

Office/Title:

Chief Financial Officer

Other authorized person: President

I certify that the person named above is the duly appointed incumbent of the office set-forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: 

Printed Name: Matt Blackburn

Title (E.g. Secretary, Counsel): VP

SUBMISSION OF A WRITTEN STATEMENT TO SECURE A PERFORMANCE BOND, LETTER OF CREDIT, AND ADDITIONAL BUSINESS HISTORY AND/OR OTHER INFORMATION WITH PROPOSAL

I represent and warrant as follows:

- (1) The written statement is signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate.
- (2) The written statement presently able to secure a letter of credit of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) Form PW-2, Proposed Net Rate. The statement must be issued by a financial institution with one of the following minimum ratings:

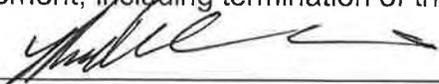
| | |
|-----------------------|---|
| Moody's | A2 or better LT Issuer Credit and B or better for Bank Financial Strength |
| Standard and Poor's | A or better for LT Issuer Credit |
| Bauer Financial | 4 Stars or better |
| TheStreet.com Ratings | B or better |

- (3) Additional business history and/or other information to demonstrate financial resources and viability, verified by an independent, reliable third-party, such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc.
- (4) I am knowledgeable about the financial stability of Proposer, guarantor of Proposer's obligations under the Franchise Agreement, and/or Proposer's affiliate identified below my printed name below.
- (5) The information provided in Proposer's proposal as required by Part 1, Section 3.A.10., "**Financial Resources**" or any portion of that information specified below to the best of my knowledge, is true and complete as of the date of submission of Proposer's proposal.

I acknowledge as follows:

- (1) *If, after County has awarded the Franchise Agreement to Proposer, but before County has executed the Franchise Agreement, the County determines that this **warranty is breached** because the information provided in Proposer's proposal is untrue or incomplete, the County may annul the award approval and forfeit and liquidate Proposer's bid guaranty.*

(2) If, after execution of the Franchise Agreement, the County determines that this **representation is untrue** because the information provided in Proposer's proposal is untrue or incomplete, then the County may declare a default under the Franchise Agreement and exercise County's remedies under the Franchise Agreement, including termination of the Franchise Agreement.

Signature: 

Printed Name: Mani Blackburn

Office/Title:

Chief Financial Officer

Other knowledgeable person President

Entity or entities about which officer is knowledgeable:

Proposer

Guarantor of Proposer's obligations under the Franchise Agreement: _____; or

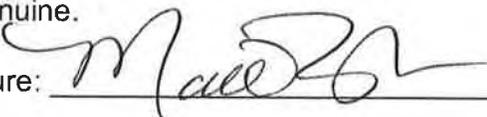
Affiliate of Proposer [describe]: _____

Portion of information with respect to finances to which this representation applies:

All

The following specified portion: _____

I certify that the person named above is the duly appointed incumbent of the office set-forth below his or her signature and that his or her signature appearing above is true and genuine.

Signature: 

Printed Name: Matt Blackburn

Title (E.g. Secretary, Counsel): VP

**PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES
AFFIRMATION**

**EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF ALTADENA/KINNELOA
MESA
(BRC0000228)**

Universal Waste Systems Inc
Proposer's Name

9010 Norwalk Blvd, SFS CA 90670
Address

The current Collection Schedules are provided in Exhibit 16 (Collection Schedule). This schedule may potentially be revised/updated by the Director at any time based on various factors including, but not limited to, changes in the Street Sweeping Schedule. As such, please check the appropriate box below:

If awarded the contract: Proposer will comply with the current Collection Schedule or any amendments made by the Director.

In the event that the Director amends the Collection Schedule, proposers are responsible for independently investigating service conditions in the Service Area. Please note that no changes to the proposed rates will be permitted.

Proposer will not comply with the Collection Schedule, or any amendments authorized by the Director. If you check this box, your proposal will be immediately disqualified as non-responsive.


Proposer's Signature

3/20/22
Date

Mark Blackburn
Proposer's Printed Name

PROPOSER'S COMPLIANCE WITH UPDATED COLLECTION SCHEDULES
AFFIRMATION

EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF SOUTH BAY
(BRC0000228)

Universal Waste Systems Inc.
Proposer's Name

9010 Norwalk Blvd. SFS CA 90670
Address

The current Collection Schedules are provided in Exhibit 16 (Collection Schedule). This schedule may potentially be revised/updated by the Director at any time based on various factors including, but not limited to, changes in the Street Sweeping Schedule. As such, please check the appropriate box below:

If awarded the contract: Proposer will comply with the current Collection Schedule or any amendments made by the Director.

In the event that the Director amends the Collection Schedule, proposers are responsible for independently investigating service conditions in the Service Area. Please note that no changes to the proposed rates will be permitted.

Proposer will not comply with the Collection Schedule, or any amendments authorized by the Director. If you check this box, your proposal will be immediately disqualified as non-responsive.


Proposer's Signature

3/20/22
Date

Mark Polackburn
Proposer's Printed Name

**EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS
FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA**
(This form may be reproduced in order to list all equipment)

| NUMBER OF TRUCKS | REFUSE | BULKY ITEMS | RECYCLING | GREEN WASTE | FUEL TYPE |
|---|-----------------|----------------|-----------------|-----------------|-----------|
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | Automated | Rear Loader | Automated | Automated | CNG |
| TRUCK CAPACITY/ COMPARTMENTS | 35yd | 35yd | 35yd | 35yd | |
| NUMBER OF ROUTES (Including hours per route - shift) | 8 - 10 hr / day | 1 - 5 hr / day | 4 - 10 hr / day | 4 - 10 hr / day | |
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | | | | | |
| TRUCK CAPACITY/ COMPARTMENTS | | | | | |
| NUMBER OF ROUTES (Including hours per route - shift) | | | | | |
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | | | | | |
| TRUCK CAPACITY/ COMPARTMENTS | | | | | |
| NUMBER OF ROUTES (Including hours per route - shift) | | | | | |

**EQUIPMENT SPECIFICATION/PRODUCTIVITY ASSUMPTIONS
FOR THE EXCLUSIVE RESIDENTIAL FRANCHISE CONTRACT FOR THE AREAS OF SOUTH BAY**
(This form may be reproduced in order to list all equipment)

| NUMBER OF TRUCKS | REFUSE | BULKY ITEMS | RECYCLING | GREEN WASTE | FUEL TYPE |
|--|---------------|---------------|---------------|---------------|-----------|
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | Automated | Rear loader | Automated | Automated | GN67 |
| TRUCK CAPACITY/COMPARTMENTS | 35yd | 35yd | 35yd | 35yd | |
| NUMBER OF ROUTES (Including hours per route – shift) | 8-10 hr / day | 1-5 hrs / day | 4-10 hr / day | 4-10 hr / day | |
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | | | | | |
| TRUCK CAPACITY/COMPARTMENTS | | | | | |
| NUMBER OF ROUTES (Including hours per route – shift) | | | | | |
| TRUCK TYPE (Front, side, or rear end, flatbed, pickup, etc.) | | | | | |
| TRUCK CAPACITY/COMPARTMENTS | | | | | |
| NUMBER OF ROUTES (Including hours per route – shift) | | | | | |

N/A

COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
(the "Contractor"), certify that on County Contract:

| | |
|------------------|--|
| Contract Number: | |
| Contract Name: | |

- All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors at all tiers.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

| | |
|--------------------------|-------|
| Company/Contractor Name: | |
| Print Name: | Title |
| Signature: | Date: |

PROPOSAL SUBMISSION FORM

**THE EXCLUSIVE FRANCHISE CONTRACTS FOR THE AREAS OF
ALTADENA/KINNELOA MESA AND SOUTH BAY
(BRC0000228)**

**PLEASE INDICATE THE PROPOSAL(S) YOU ARE SUBMITTING FOR
BY PLACING A CHECK MARK "✓" NEXT TO THE CORRESPONDING
FRANCHISE AREA(S).**

| FRANCHISE AREAS | SUBMITTING FOR |
|------------------------|----------------|
| Altadena/Kinnetoa Mesa | ✓ |
| South Bay | ✓ |

SECTION 14: SUBCONTRACTORS FORMS LIST

The subcontractors forms listed on the "Table of Forms" in the RFP are attached separately.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|--|-----------|-----------------|
| Company Name: SOUTHLAND DISPOSAL COMPANY | | |
| Company Address: 1525 FISHBURN AVE | | |
| City: LOS ANGELES | State: CA | Zip Code: 90063 |
| Telephone Number: 323-780-7150 | | |
| (Type of Goods or Services): WASTE COLLECTION AND RECYCLING SERVICES | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|---|---|
| Print Name: RYAN OGANESIAN | Title: DIRECTOR OF BUSINESS OPERATIONS |
| Signature:  | Date: 03/18/2022 |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: RFP - BRC0000228 - EXCLUSIVE FRANCHISE CONTRACT FOR AREA OF ALTADENA/KINNELOA MESA
 SERVICE BY PROPOSER: WASTE AND RECYCLING SERVICES
 PROPOSAL DATE: 1/19/2022

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2017 | 2018 | 2019 | 2020 | 2021 | Total | Current Year to Date |
|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-----------------------------|
| 1. Number of contracts. | 5 | 5 | 5 | 5 | 5 | 25 | 6 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | \$0,000,000 - \$10,000,000 | \$0,000,000 - \$10,000,000 | \$0,000,000 - \$10,000,000 | \$0,000,000 - \$10,000,000 | \$0,000,000 - \$10,000,000 | \$0,000,000 - \$50,000,000 | \$10,000,000 - \$14,000,000 |
| 3. Number of fatalities. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Number of lost workday cases. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Number of lost workdays. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

RYAN OGANESIAN
 Name of Proposer or Authorized Agent (print)


 Signature

Date 3/18/2022

CONFLICT OF INTEREST CERTIFICATION

I, ROBERT M ARSENIAN

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) _____

of SOUTHLAND DISPOSAL COMPANY
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

Contracts Prohibited.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Robert M Arsenian

Date 03/18/2022

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| |
|---|
| Proposer's Name SOUTHLAND DISPOSAL COMPANY |
| Address 1525 FISHBURN AVE, LOS ANGELES CA 90063 |
| Internal Revenue Service Employer Identification Number 95-6437053 |

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

| | | |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self-analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|---|------------------------|
| Proposer SOUTHLAND DISPOSAL COMPANY | |
| Authorized representative DIRECTOR OF BUSINESS OPERATIONS | |
| Signature  | Date 03/18/2022 |

**County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form**

I. INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- CERTIFICATION # 31237
- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
 - Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
 - Certified as a LSBE by the DCBA.

N/A **Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- Certified as a SE business by the DCBA.

N/A **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

| | | | |
|--|-----------------|--|-------------|
| Name of Firm: SOUTHLAND DISPOSAL COMPANY | | County WebVen No.: 02853301 | |
| Print Name: RYAN OGANESIAN | | Title: DIRECTOR OF BUSINESS OPERATIONS | |
| Signature:  | | Date: 03/18/2022 | |
| Reviewer's Signature | Approved | Disapproved | Date |
| | | | |

All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name: **SOUTHLAND DISPOSAL COMPANY**

My County (WebVen) Vendor Number: 02853301

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

| Business Structure: | <input checked="" type="checkbox"/> Sole | <input type="checkbox"/> Partn | <input type="checkbox"/> Corpor | <input type="checkbox"/> No | <input type="checkbox"/> Fra | <input type="checkbox"/> Other: |
|--|--|--------------------------------|---------------------------------|-----------------------------|------------------------------|---------------------------------|
| Total Number of Employees (including owners): 20 | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | 4 | | 9 | 3 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | | 2 | 1 | | |

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

N/A **BUSINESS ENTERPRISES:** If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | LGBTQQ | Expiration Date |
|-------------|----------|-------|---------------|------------------|--------|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | | |
|---|--|----------------------------|
| Authorized Signature:  | Title: DIRECTOR OF BUSINESS OPERATIONS | Date: 03/18/2022 |
|---|--|----------------------------|

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

| | |
|---|--|
| Signature  | Title DIRECTOR OF BUSINESS OPERATIONS |
| Firm Name SOUTHLAND DISPOSAL COMPANY | Date 03/18/2022 |

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

SOUTHLAND DISPOSAL COMPANY

Address

1525 FISHBURN AVE, LOS ANGELES CA 90063

Internal Revenue Service Employer Identification Number

95-6437053

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

03/18/2022

Date

RYAN OGANESIAN (DIRECTOR OF BUSINESS OPERATIONS)

Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: SOUTHLAND DISPOSAL COMPANY

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

SIGNATURE  DATE: 3/18/2022

SECTION 15: Proposal Guarantee

It is understood that a Bid Guaranty must be submitted along with the Proposal in order for it to be deemed responsive to the RFP. Accordingly, please find UWS' Bid Bond listed as "Proposal Guaranty". The Bid Bond is made payable to the County of Los Angeles and is executed by a corporate Surety licensed to transact business in the State of California and which meets the credit rating criteria prescribed by the County. This Bid Bond is issued in an amount equal to 10 percent of the Proposer's proposed annual rate as submitted on form PW-2 for each service area UWS provided a proposal for.

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 Los Angeles)

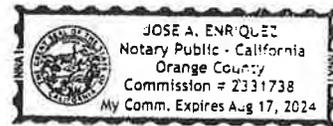
On 03/19/2022 before me
Jose A. Enriquez,

A Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.



Signature _____ (Seal)

A handwritten signature in blue ink, consisting of stylized, overlapping loops and curves, positioned over a horizontal line.



RLI Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Universal Waste Systems, Inc.

of 9016 Norwalk Blvd., Santa Fe Springs, CA 90670

as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of CA, are held and firmly bound unto County of Los Angeles,
Department of Public Works, as Obligee, in the penal sum of
Ten Percent of Amount Bid Dollars
 (10%), for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

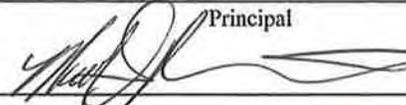
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for Request for Proposals for the Exclusive Franchise Contract for the
Areas of Altadena/Kinneloa Mesa (BRC0000228)

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

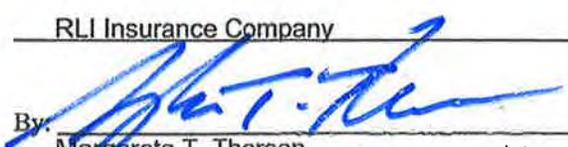
PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 2nd day of March, 2022.

Universal Waste Systems, Inc.

By:  Principal

RLI Insurance Company

By:  Margaret T. Thorsen Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Los Angeles }

On 3/2/22 before me, Sonia Vizcarrondo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sonia Vizcarrondo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

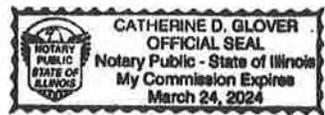
CERTIFICATE

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of March, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



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 Los Angeles)

On 03/19/2022 before me

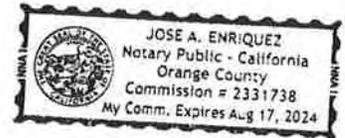
Jose A. Enriquez,

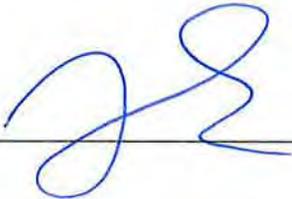
A Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.



Signature  (Seal)



RLI Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Universal Waste Systems, Inc.

of 9016 Norwalk Blvd., Santa Fe Springs, CA 90670

as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of CA, are held and firmly bound unto County of Los Angeles,
Department of Public Works, as Obligee, in the penal sum of
Ten Percent of Amount Bid Dollars
 (10%), for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for Request for Proposals for the Exclusive Franchise Contract for the
Area of South Bay (BRC0000228)

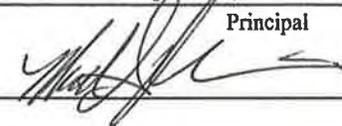
NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

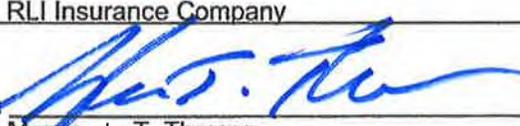
SIGNED, SEALED AND DATED this 2nd day of March, 2022.

Universal Waste Systems, Inc.

Principal

By: 

RLI Insurance Company

By: 

Margareta T. Thorsen

Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Los Angeles }

On 3/2/22 before me, Sonia Vizcarrondo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sonia Vizcarrondo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

| | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer – Title(s): _____ | <input type="checkbox"/> Corporate Officer – Title(s): _____ |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of March, 2021.

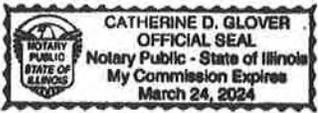


RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of March, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

SECTION 16: ADDITIONAL INFORMATION

Universal Waste Systems Inc. in closing our proposals would like to THANK YOU for the opportunity to service the commercial and multifamily customers in Los Angeles County. UWS believes our nearly \$60 million investment in infrastructure and technology over the last 5 years positions our company to meet all of the contractual requirements of this proposal. We continue to invest in new facilities that will only enhance the services and diversion we can offer the County of Los Angeles and its customers.

From our Material Recovery Facility and Recycling Center in the City of Santa Fe Springs, our High Diversion Organics Facility in Los Angeles, our Compost Yard in South Gate, and two new facilities that we are opening a “Secondary” recycling facility in the City of Pico Rivera this facility is fully permitted and ready to open to provide additional diversion from our MRF. Additionally, UWS has recently purchased 80 acres in Riverside County and we are in the process of creating a full circle recycling campus where we plan to use the bi-products of our compost and organics facility to further enhance our facility infrastructure by growing crops, plants, and creating saleable products to insure long term sustainability.

Our company motto is “Large enough to SERVE... small enough to CARE! We are proud that as our company continues to grow and expand we stand by our founding principle at UWS you will receive the services and personal attention of our family owned business, with facility infrastructure and equipment that is second to no one. We look forward to continuing our partnership with the County of Los Angeles!