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EXHIBIT 3A1 – Task 1 Services

Refuse, Recyclables, and Organics Cart and Dumpster Services to Occupants at Residential, Multifamily, and Commercial Premises

A. (No Longer Used)

B. Solid Waste Collection Requirements

CONTRACTOR shall Collect Refuse, Recyclables, and Organics 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. Commercial Collection is only permitted Monday through Saturday, except following a Holiday.

For each Occupant CONTRACTOR shall Collect Recyclables and Organics 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.

Dumpster Customers may also reduce the size of their Container and increase the frequency of Collection to offset the loss of capacity. CONTRACTOR must negotiate with Customer what day the extra service occurs. Customers would pay an additional charge for the Customer Service Fees provided on Attachment 7-2, Task 1 Service Fees of Exhibit 7, equivalent to the cost for transportation and nothing extra for Disposal/Diversion. For example, a business may not have space for two 3-cubic yard Refuse Dumpsters, included in their 12 Refuse Unit allocation, and they request a single 3-cubic yard Dumpsters serviced twice per week. The charge to the Customer would be the cost of one 96-gallon Refuse Container (not Refuse Unit) multiplied by 0.7.

4. Collection Schedule

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

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

5. Holidays

CONTRACTOR shall observe the following Holidays:

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

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

C. Diversion

1. Divert Materials

a. Refuse Transport and Disposal

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility that it designates in Contractor Documentation in Exhibit 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. Organics Transport and Processing

(1) Exhibit 17

CONTRACTOR shall transport all Organics (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 Organics must be compliant with SB 1383 requirements in Article 2, Section 18983.1(b), except for land application which is not allowed under this CONTRACT. Land application will only be allowed with written approval by Director due to a lack of viable facilities.

CONTRACTOR shall secure adequate, verifiable Diversion capacity, in compliance with SB 1383, Article 11, Section 18992.1.

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. Organic Waste Reduction

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

This CONTRACT was released prior to the requirements of SB 1383 are implemented and therefore the following requirements are anticipated.

- 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 Container will include wood, dry lumber, and textiles in addition to paper, plastic, and metals.
- 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.
- Upon Director designation, Homeless Encampments will be treated as unsegregated single-Container collection services in Section 18984.3 of SB 1383 and therefore their waste must go to a high diversion Organic Waste processing facility.

In accordance with Section 18984.5 of SB 1383, CONTRACTOR will conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed annually. This may include CONTRACTOR's driver monitoring the live video screen looking for contamination or later review of the video.

- Upon finding prohibited Container contents, CONTRACTOR shall provide written notice to the generator.
- Written notice shall include information regarding properly separating materials and left on the Container, at the door, or sent so that generator receives the notice prior to the next Collection.
- Provide Director a quarterly Report of violators, number of Containers reviewed, date, and on which routes.
- For each location with an observed violation, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations.
    - If a second consecutive violation is observed, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations.
    - If a third consecutive violation is observed, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations and include photos or videos of the contamination in the Report.
- Parcels coded as food processors, markets and restaurants by the Assessor will be required to have a separate Food Waste Container with a brown lid instead of a Green Waste Container.

Rate adjustments for changes in law are allowed under this CONTRACT, in accordance with Exhibit 7.

D. Containers

1. Standard Containers

CONTRACTOR shall offer to provide to Occupants for each Refuse Unit assigned to the parcel, the Containers listed below. Note that most larger multi-family and Commercial Occupants use Dumpsters.

a. ***One 96-gallon Refuse Cart;***
b. ***One 96-gallon Recyclables Cart; and***
c. ***One 96-gallon Green Waste Cart or one 64-gallon Food Waste Cart.***

COUNTY may offer rebates directly to Customers that use fewer or smaller Containers than what they are entitled to through their payment of GDD fees that are collected on their property tax bills. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore

adjust the monthly unit rate of compensation set forth in PW-2.1, Schedule of Prices in Attachment 7-5.

Since Dumpsters are only available in sizes with whole numbers, for parcels with an odd number of 3 or more Refuse Units, CONTRACTOR shall round up Dumpster capacity volumes to next cubic yard whole number at no additional cost to COUNTY or Customer. For example, a store assigned 3 Refuse Units is entitled to 1.5 cubic yards of capacity each week and shall be offered a 2.0 cubic yard Dumpster.

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

a. Starting or Stopping Service

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

b. One Annual Exchange of 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 if Containers are reused from previous contract.

(2) Annual Cleaning of Green Waste Containers

Starting in the 2nd Contract Year, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers once per Contract Year. 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 ask CONTRACTOR for assistance 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:

- 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 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 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.
- Take before and after photographs and make available to Customer and Director, upon request.
- 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 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.
- One 3-cubic yard Dumpster in lieu of six 96-gallon Carts.

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 Containers 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. Director shall approve the proposed color of a Manure Container.

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 is to 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 Organics 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.

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. 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, the 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.

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 the 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, Organics, and Refuse

Unless CONTRACTOR is obligated under this CONTRACT or approved by Director to conduct a single-pass for certain Occupants per item B 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 Organics Collected, except for:

(1) Incidental amounts of Recyclables or Organics that an Occupant commingles with discarded Refuse;

(2) Contaminated Recyclables or Organics 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 CalReycle 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

Director may add or delete materials from the definition upon Notice to CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft Notice informing Customers of changes in materials. Following COUNTY's approval, CONTRACTOR shall distribute those Notices to Customers and Occupants in the manner that Director requests in accordance with Item 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. Holiday Tree Collection

For a minimum of three weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all Holiday trees, stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. All materials Collected shall be 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 (no tire shreds) at no additional charge to Customers, Occupants, or COUNTY. This shall occur

once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR must use recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall and 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.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html)

a. Pickup Event

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

b. Delivery

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

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 x 5,000 x 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

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.

4. Dumpsters

CONTRACTOR shall offer and provide manual Dumpster roll-out for all or a portion of Collection of any Multifamily or Commercial Customer or Occupants at no extra charge.

J. Method of Payment for Task 1 Services

For Customer Services, CONTRACTOR shall bill COUNTY directly for Customer's Basic Services and bill Customers directly for any Additional Customer Services, in accordance with items A and B of Section 7.

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C 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

a. *Prior to Start of Contract*

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings to explain hauler transition, if applicable, and new Task 1 Services to Customers and Occupants in the Service Area:

- Up to three on weekday evenings;
- Up to three on separate Saturdays; and
- Director may modify number, date, and time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements at least three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting at least two weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit. CONTRACTOR shall use address list provided by Director or a Director approved list provided by the previous contractor.

b. *Upon Director Request*

CONTRACTOR shall attend up to 20 community meetings/events per Contract Year upon Director's request. Examples include local fairs or civic events with individuals, Customers and Occupants, community organizations, city councils, town councils and any other groups named by Director. CONTRACTOR shall take any or all the following actions at the meetings/events, approved by Director:

(1) Operate Recycling Information Booths

CONTRACTOR shall operate Recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 CONTRACTOR-provided reusable bags available, pamphlets, and other items that encourage participants to Recycle, reduce, reuse, and/or Divert Solid Waste.

Additionally, upon Director request, CONTRACTOR shall order and provide up to $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.

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 mail or via monthly text or e-mail messages.

In summary, outreach 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 Task 1 Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Holiday Tree Collection instructions
- Organics and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- 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
- Organics/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 Organics.

(a) Flyer – Text/Email or Direct Mail

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

(c) 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 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 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 Holiday tree to get rid of? Click here.", with a link to an article about Holiday trees. When there is an HHW Collection Event nearby, send a text worded, "Leftover household chemicals, paint, or used oil to get rid of? Click here." Messages shall be sent approximately monthly plus special announcements as necessary.

(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) 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 Task 1 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.

7. Outreach to Commercial Franchise Multi-Family and Business Accounts

As less Refuse is generated through waste reduction or Diversion practices, smaller volume Refuse Carts may be an option that Dumpster users may not have previously considered.

Upon Director request, CONTRACTOR shall visit in-person or mail Dumpster Customers to inform them of the option to use Carts through this CONTRACT, within 30 days of Commencement Date and annually thereafter. Director will provide an address list. Director approval is required for all written materials. Written materials shall consist of a letter and a color brochure with inserts.

While this service is not likely to be requested by Director at the beginning of the CONTRACT, it may be requested later.

M. CONTRACTOR Commitments Made in Proposal

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

N. (No Longer Used)

O. Difficult to Service

CONTRACTOR should consider the Service Area may contain difficult to service locations that may include narrow streets, alleys, one-way narrow streets, limited roadway curve radii (tight curve), thin pavement thicknesses, parked vehicles, and variable vertical and horizontal clearances. CONTRACTOR may be able to use a standard Collection Vehicle but the rate of Collection may be significantly slower. CONTRACTOR is not allowed to charge an additional fee for such areas.

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 Organics 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. While the first container is free, CONTRACTOR must allow the purchase of additional containers for the fee indicated in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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

CONTRACTOR shall provide each existing and future new Occupants a container intended for Food Waste in the home. The container shall be similar in design to ones available at sure-close.com (Director does not endorse this particular brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;

- Approximately 2-gallons in volume;
- 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

Upon request from Smart e-Club members and 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.

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 while providing all Contract Services, except for Hot Zones under subsection 5 which CONTRACTOR shall monitor daily. CONTRACTOR may use the drivers of its Refuse, Recyclables, and Green Waste Collection Vehicles; route supervisors, or a separate crew.

b. Document

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste in the monthly County Services invoices. CONTRACTOR may not use same Vehicle for Collection of Abandoned Waste and Bulky Items to be able to distinguish the two in the Reporting. CONTRACTOR is not required to provide photo evidence of removal except upon Director's request.

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 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;
- By the end of the next Service Day after observation by CONTRACTOR, or request by Director or any Person, for items blocking or hindering passage, or items posing a potential health and/or safety hazard;
- By the end of the next Service Day after Director's request for removal of Abandoned Waste at up to 20 locations each Calendar Year,
- By the end of the same Service Day of Director's request for removal of Abandoned Waste at up to five locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under item 5 of Subsection A.

d. Clean

CONTRACTOR shall sweep or otherwise clean and Collect all loose litter and debris within three 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 to Collect in its Refuse Collection Vehicles, it may ask Director for Road Maintenance Division's help.

d. Comprehensive Service

Service under this Section includes the furnishing of all labor, supervision, administration, material, and equipment.

3. No Longer Used

4. Abandoned Waste and Litter in Alleys

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness. While all or some alleys may be serviced by a street sweeper, CONTRACTOR is responsible for the alley 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.
- Director may amend item A2 and C1 of Exhibit 16 upon Notice to CONTRACTOR, including increasing the existing route length by up to 125 percent. Amendments are subject to agreement with

CONTRACTOR on adjusting CONTRACTOR's compensation, except for the rate per foot which will not be adjusted.

6. Payment

COUNTY will pay CONTRACTOR the fee for monitoring and Collecting Abandoned Waste as provided in item C of Section 7, even though under County Code the cost of removing Abandoned Waste is the responsibility of the Person, if known, who discards the waste.

B. Public Curbside Receptacles Collection Service

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the clean-up, Collection, transportation, Diversion/Disposal, and management of discards from designated public curbside receptacles, in unlimited quantities, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item A6 of Exhibit 16 contains a map of the locations.

1. Collection

CONTRACTOR shall Collect discards from public curbside receptacles by removing the plastic bag and its contents from the inner liner and replacing with a new plastic bag or removing the Refuse or Recyclables from the bag if there were only a few items inside. CONTRACTOR shall supply and use its own plastic bags. The public curbside receptacles are furnished by COUNTY, located along business districts with high pedestrian activity. A public receptacle may include one intended for pet waste. The quantities and locations of the applicable public curbside receptacles are identified on item A6 of Exhibit 16 and may be subject to change by Director.

2. Maintenance

As needed, CONTRACTOR shall also clean and wipe down the outside and liner of the public curbside receptacles as well as clean and Collect, all loose litter and debris, within three feet of the base of the public curbside receptacles, such as paper, bottles, cans, dirt, organic material, and other incidental litter. The standard of cleanliness shall be that there are no odors once waste is removed and no visible spills, stains, markings, dust, or dirt on the inside or outside of the receptacles. At a minimum, receptacles are to be cleaned every two weeks. CONTRACTOR shall carry on each truck, rags and hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

CONTRACTOR shall notify Director of the presence of any graffiti or other markings that deface or detract from the aesthetic quality of the public

receptacles. If the graffiti is comprised of obscenities, notification shall be within 24 hours.

If any plastic liner is damaged beyond repair, such liner shall be replaced at CONTRACTOR's expense.

3. Collection Schedule

a. Standard Public Receptacles

CONTRACTOR shall Collect discards from the non-compactor public curbside receptacles, twice per day, Monday through Saturday, with the first Collection occurring between the hours of 7 a.m. and 9 a.m., and the second Collection between the hours of 2 p.m. and 4 p.m. Director reserves the right to reduce the frequency of Collection throughout the 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.

4. Other

a. Adjustments to Quantity and Location

In the event the quantities, and locations of the public curbside receptacles or the type of Solid Waste discarded in those receptacles change during the Term of this CONTRACT, Director will notify CONTRACTOR of such change in writing. Collections from any additional public curbside receptacle or reduction in public curbside receptacles will be adjusted at the Annual Total identified on Attachment 7-3 Task 2 Service Fees but the rate for individual receptacles will not be adjusted. The number of receptacles over the Term may be increased by up to 125 percent of the current number, which includes doubling the number of receptacles at the time this CONTRACT is executed, to add Recycling plus 25 percent more for new locations.

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.

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.

g. *Organics*

Starting any time after January 1, 2022, Director may direct CONTRACTOR to remove organics from receptacles through

Processing at a high diversion Materials Recovery Facility. Due to a lack of such facilities at the time of CONTACT Execution, the fee for this service will be negotiated prior to the service.

C. (No Longer Used)

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 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 keep the Public Right-of-Way near occupied Homeless Encampments free of Abandoned Waste. This is to be accomplished using 32 or 96-gallon Carts, 4-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, 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 Disposal Bilingual 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.

Carts and Dumpsters cannot be left in the public right-of-way overnight without a permit. Therefore, 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 Dumpster 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. *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 littler, 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, 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 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. CONTRACTOR may charge a fee for overflowing equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

d. 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.

e. 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. CONTRACTOR shall use the Director's RV Program (RVP) smartphone application, or other system as determined by Director, to record information such as the location, approximate volume, and photographs.

f. 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 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 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 when additional services are 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 the reasonable 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. This may be in the form of an agreement to pay for such services.

3. Roll-Off Containers or Drop-Off Events

Fees the CONTRACTOR charges for comparable MSW Management Services (with respect to Solid Waste not discarded in Containers) such as roll-off containers or drop-off events.

4. Palm Frond Collection

Fees per hour per vehicle* as proposed in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7 if significant amounts of palm fronds fall from trees, CONTRACTOR shall Sweep areas requested, Collect from Right-of-Way, and Dispose of palm fronds.

* Dollar amounts are subject to an annual Cost of Living Adjustment using the Consumer Price Index identified in item C of Exhibit 7.

5. 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 the fees referenced above can be greater than the limits provided in item C10 of Section 7, Most Favored Public Entity, unless Director, at his sole discretion, provides authorization based on information provided by CONTRACTOR substantiating the need for an increase.

CONTRACTOR shall cooperate with all Regulatory Agencies, including COUNTY, State of California, and Federal officials in filing information related to a regional, State, or Federally-declared state of emergency or disaster as to which CONTRACTOR has provided equipment and drivers under this CONTRACT. Each vehicle used to transport Solid Waste must be assigned a unique number for tracking and invoice reconciliation. CONTRACTOR shall keep records of relative information, found on a typical weigh ticket, including the location of the source of Collection, location of Disposal/Diversion, vehicle number, tonnages, and type of material. CONTRACTOR shall have any vehicles used during an emergency certified for compliance with Federal Emergency Management Agency (FEMA)

requirements for reimbursement. Additionally, if Director has directed residences or businesses to place their debris in the Public Right-of-Way outside the terms of Contract Services, including bulky items, excess solid waste, or Construction and Demolition in quantities that exceeds the limit of two 70-pound containers, Director may request CONTRACTOR to take geotagged photographs of the debris that include adequate background to provide evidence of the location.

Director may direct CONTRACTOR to deliver Solid Waste to any specified location, including a materials recovery facility, landfill, sediment placement site, or a debris placement sight. Upon Director request, CONTRACTOR shall deliver Solid Waste to any location determined by CONTRACTOR.

CONTRACTOR shall give first consideration to COUNTY in the event of a major disaster such as an earthquake, fire, mudslide, storm, riot, or civil disturbance as declared by the President of the United States, Governor of California, or the Board of Supervisors.

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, unless requested by Director to no longer 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 Director identified litter within 48 hours 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.

H. Method of Payment for Task 2 Services

For County Services, CONTRACTOR shall bill COUNTY directly, in accordance with item C of Section 7.

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)

1. Weekly Service

a. Bulky Items

CONTRACTOR shall Sweep all Set-Out Sites for unlimited quantities of Bulky Items discarded by Customer or Occupant at their Set-Out Site on the regularly scheduled Collection day. Customer or Occupant is not required to request service in advance. However, CONTRACTOR may encourage Customers and Occupants to request service in advance.

While CONTRACTOR is to Collect unlimited quantities of Bulky Items, CONTRACTOR is to only advertise to Customers and Occupants a maximum of ten items.

b. Excess Refuse

Upon at least 24-hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR, CONTRACTOR shall Collect up to three times per Contract Year Refuse in bags, up to five bags per pickup.

c. Excess Green Waste

Upon at least 24-hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR, CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per Contract Year per pickup.

2. Intended Discard

CONTRACTOR is cautioned against Collecting items of apparent value. CONTRACTOR shall use Reasonable Business Efforts to confirm with Customer or Occupant that Customer or Occupant intended to discard items of apparent value, such as bicycles or boxes left near the curb.

3. Future On-Call and Limited Bulky Item Collection

Director is considering changing the Bulky Item Collection from a weekly Sweep required in this CONTRACT to a limited, on-call system in the future. If that is to occur during the Term of this CONTRACT, CONTRACTOR will revise its monthly Basic Service Fee to reflect the price for Bulky Item Service (On-Call) indicated on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

Upon Director request, 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. CONTRACTOR shall not immediately Collect without Notice but rather shall perform the following:

- Tag items with a Non-Collection Notice describing Notice requirements, and
- Contact Occupant, as provided in item C9 of Section 4, and
- The following week Collect regardless of Notice by Customer or Occupant.

CONTRACTOR shall Collect up to three times per Contract Year all the services prescribed below. For example, Occupant may place two mattresses and five bags of excess Green Waste out for Collection and it will count as one of the three times.

a. Bulky Items

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A1, CONTRACTOR shall Collect from each dwelling unit receiving service, a maximum of ten items per pickup.

b. Excess Refuse

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

c. Excess Green Waste

CONTRACTOR shall Collect Green Waste in bags or bound bundles less than four feet in length, up to ten bags/bundles per pickup.

Move-in/Move-Out. CONTRACTOR shall offer an additional Bulky Item Collection to Collect a maximum of 20 items of Bulky Items or bagged excess Refuse within 14 days of an account being opened or closed within the Service Area.

Additional On-Call Pickup with Additional cost. In addition to Collection described in item H3 of Exhibit 3A1, at the request of a Customer (not Occupant) more than three times annually for Residential, upon 24-hours' Notice, at charges for additional calls listed on the Attachment 7-3, Task 2 Service Fees of Exhibit 7 and charge for items listed in Contractor Documentation in Exhibit 17.

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

CONTRACTOR shall conduct the Annual Curbside Cleanup Event each May (April for Walnut Park GDD), unless otherwise instructed Director or requested by CONTRACTOR and approved by Director.

D. 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.

EXHIBIT 5 – Additional Contract Language

PART 1 - (No longer used)

PART 2 - (No longer used)

PART 3 - GENERAL CONTRACT REQUIREMENTS

A. 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, 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, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit 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 audit 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 an audit of Contractor regarding the work performed under this Contract, and if such audit 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 audit 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 the purpose of this Contract.

B. Social Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles 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 10 percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles 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.

C. 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 the Los Angeles 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 10 percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles 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.

D. Disabled Veteran Business Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles 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 the County any difference between the Contract amount and what the 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 10 percent of the amount of the Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles 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.

E. 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 five years but may exceed five 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.

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 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. The Board 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.

F. 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.

G. COUNTY's Quality Assurance Plan

County or its agent will monitor the 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.

H. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the 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, the Contractor shall indicate, via methods specified by the 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 the 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 the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the 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 the Contractor.

I. Compliance with COUNTY's Zero Tolerance Human Trafficking

Contractor acknowledges that the 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, the County shall require that the 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.

J. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

K. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County'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.

L. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

M. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

N. Force Majeure

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

O. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

P. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Q. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

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. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

T. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

U. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

V. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

W. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

X. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Y. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

Z. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

AA. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

BB. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

CC. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

DD. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

EE. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

FF. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

GG. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

HH. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

II. County Contract 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.

JJ. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code,

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and
Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

KK. Compliance With County's Defaulted Property Tax Reduction Program

1. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

2. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

3. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

LL. 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.

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 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 of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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 Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than 3 years following Contract expiration, termination, or cancellation.

i. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) 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:	$2 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:

- CONTRACTOR is maintaining the required insurance covering the activities of Subcontractors, or

- 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

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

D. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions and Performance Obligations under this Part 4B. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers named as additional insureds under Part 4B4d shall be designated as an Additional Covered Party under any approved program.

PART 5 - (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.

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

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).

2. Effective 30 days

COUNTY may terminate this CONTRACT effective 30 days after Notice by Director to CONTRACTOR of any Contractor Default other than Contractor Defaults listed in this Part 6C1 of Exhibit 5 or termination events listed in Part 6D of Exhibit 5.

3. Effective 15 days

COUNTY may terminate this CONTRACT effective 15 days after Notice by Director to CONTRACTOR of COUNTY's right to terminate this CONTRACT in the event of Criminal Activity in accordance with Part 9K of Exhibit 5 and Part 6D2c of Exhibit 5.

4. Effective Ten days

COUNTY may terminate this CONTRACT effective ten days after Notice given by Director for failure to comply with County Defaulted Property Tax Reduction Program in accordance Part 6F of Exhibit 5.

D. Suspension or Termination of CONTRACT

1. Suspension

Together with any other rights COUNTY may have under this CONTRACT, Director may suspend this CONTRACT, in whole or in part, for a period of

45 days effective immediately upon Notice to CONTRACTOR in any of the following events:

a. A Contractor Default

b. COUNTY Right

COUNTY exercise of its right to suspend this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR; or

c. Other

Any other Contractor Default in Exhibits 3A1 or 3A2.

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform 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 of Service Area

It is understood that in the event of the dissolution of all or a portion 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.

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 following events:

(1) the Service Area is annexed by that local agency in accordance with applicable laws, and

(2) the Parties agree to amend this CONTRACT to delete the annexed area from the definition of "Service Area".

COUNTY will provide information regarding any known annexations or incorporations at the 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

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract 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. In the event that 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. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

4. Suspension/Termination for Convenience (County Services Only)

a. *COUNTY's Best Interest*

With respect to County Services only, 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.

G. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/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/termination of this Contract.

H. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

PART 7 - (No longer used)

PART 8 - TRANSFER OF CONTRACT

A. COUNTY Consent

CONTRACTOR may not transfer this CONTRACT, 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, 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 County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

D. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

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 172a) 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

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Business Relations and Contracts Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

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. 21-Day Notice by Customer

CONTRACTOR shall give each Customer the option to terminate its terms and conditions for services that are not Contract Services not included in a parcel's allotment of service paid through the property tax, without cause on 21-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination.

K. Criminal Activity

1. Notice

CONTRACTOR shall immediately give Notice to Director on the occurrence of any convictions of a Criminal Activity or any pleas of "guilty," "nolo

contendere," or "no contest" to a Criminal Activity with respect to CONTRACTOR or any of its Contractor Managers (except for Contractor Managers in a Position of Influence). CONTRACTOR shall use Reasonable Business Efforts to immediately give Notice to Director on the occurrence of any convictions or any pleas with respect to CONTRACTOR or any of its Contractor Managers in a Position of Influence, and any of its CONTRACTOR employees who come in direct contact with the residents.

2. CONTRACTOR Cure

Upon the occurrence of any conviction or any plea described in Part 9K1 of Exhibit 5, CONTRACTOR immediately shall do or cause to be done both of the following:

a. Terminate

Terminate from employment or remove from office any offending Contractor Manager who is an individual, or with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity; and

b. Eliminate

Eliminate the participation in management of CONTRACTOR by that Contractor Manager who is an individual or, with respect to CONTRACTOR or an Affiliate, the individual or individuals responsible for the Criminal Activity from any Position of Influence.

3. COUNTY Remedies

COUNTY may suspend or terminate this CONTRACT or may impose other sanctions (which may include financial sanctions or any other condition deemed appropriate short of suspension or termination), as it deems proper, in either or both the following events:

a. CONTRACTOR or any Affiliate fails to effectuate the cure described in Part 9K2 of Exhibit 5; or

b. The Criminal Activity is related to this CONTRACT or occurring in COUNTY.

4. Limitations on Contractor Manager

No Contractor Manager may have previously been convicted of a Criminal Activity or any plea of "guilty," "nolo contendere," or "no contest" to a Criminal Activity.

5. Contractor Documentation

CONTRACTOR shall list all Contractor Managers in Contractor Documentation in Exhibit 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. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:

    a. A description of the work to be performed by the Subcontractor.

    b. A draft copy of the proposed Subcontract.

    c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

N. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

O. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

P. Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential, "or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify 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.

Q. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

R. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

S. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

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. 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.

C. Conflict of Interest

No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract 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 Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement 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, including those identified in Section 2.180.010, 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 so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

D. 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 Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order 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. (Los Angeles County Code, Chapter 2.202).

PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

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 of 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

B. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the

satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

C. Consideration of Hiring COUNTY Employees Targeted for Layoffs or Former County Employees on Reemployment List

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. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and 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, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

E. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

F. 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.

G. Notices to Employees

1. Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment 6).

2. Safely Surrendered Baby Law Program

a. Contractor's Acknowledgment of the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. 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 will also encourage its Subcontractors, if any, to post this

poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

b. *Notice to Employees Regarding the Safely Surrendered Baby Law*

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

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.

H. Prohibition Against Use of Child Labor

1. Compliance with International Labor Organization Convention Concerning Minimum Age for Employment

a. Contractor shall:

i. Not knowingly sell or supply to County any products, goods, supply, 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.

ii. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

iii. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

iv. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

b. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

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.

I. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract 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 Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

J. 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.

K. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

L. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director

of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

M. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

N. 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 the Los Angeles 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 agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 of time consistent with the seriousness of the breach.

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: _____

Date: _____

Acknowledged by CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 5-9H – CONTRACTOR's Representations and Warranties

A. Status

CONTRACTOR is duly organized, validly existing and in good standing under the laws of and is qualified to do business in the State of California with full power and authority to execute and deliver this CONTRACT and to perform its Performance Obligations. This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with its terms.

B. Statements and Information

All information and documentation complied, 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

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement 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 the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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 includes Solid Waste discarded or dumped at locations in Public Right of Way excluding at the Set-Out Site, 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.

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 4000 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, two 96-gallon Recyclables, and two 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. Compare "Reasonable Business Efforts", "Reasonable"

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 the Container that can be safely lifted by two individuals using a dolly. A Bulky Item that has been placed at the Set-Out Site 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;
- E-waste (such as computer, telephones, and televisions);
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Bagged reusable clothing;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;

- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

Calendar Year means the months beginning January 1 and ending December 31.

Cart means a wheeled 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 Collect**s** 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 Cunty 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.

Garbage Disposal District means a district created under County Code Chapter 20.90 and referred to as COUNTY in this CONTRACT.

Goods or Services means goods or services used in providing Contract Services, including labor; leases; subleases; equipment; supplies; capital; insurance, bonds, or other performance security if the insurer, surety, or other provider is an Affiliate or a captive of CONTRACTOR or any Affiliate; and legal, risk management, general, and administrative services.

Green Waste means Solid Waste comprised of leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated from landscapes and gardens and separated from other forms of Solid Waste, including Holiday trees and bushes, but excluding:

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-Composting processes; 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 more than three individuals 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.

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 that what Director anticipates during a future Contract Year; it is the quantity between the Expected Number and up to double the Expected Number.

Mulch means organic materials commonly used for Mulch including wood chips, ground up landscape trimmings, shredded bark, coarse Compost material, and straw.

Multifamily means Person or thing related to (1) dwellings with three or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities, (2) townhouses, and (3) condominiums, whether attached or detached.

Multifamily Occupant means Person within the Service Area who occupies a Multifamily Premises and receives services from CONTRACTOR.

Multifamily Premises means Premises containing a Multifamily building.

Municipal Solid Waste (MSW) Management Services means any of the following:

- Collection, transportation, storage, Transfer, or Processing of:
  - Solid Waste; or
  - Unpermitted Waste that is Collected as part of a Collection program for Bulky Items, and E-waste described in Exhibit 3A1 and handled in accordance with Applicable Law (such as tires more than load limits, and certain E-waste); or
- Arranging for disposal of that Solid Waste or Unpermitted Waste.

Non-Collection Notice means the Notice in the form included in Contractor Documentation in Exhibit 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 or Organics means both of the following:
- Organic waste defined in AB 1826, and
- Organic waste defined in SB 1383 selected by Director and Noticed to CONTRACTOR, and includes Food Waste and Green Waste.

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

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

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.

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 pursing 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 Organics 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.

Refuse Unit means a number of units assigned to each parcel of real property based on land use codes as shown by current Records of COUNTY Assessor. See Exhibit 16 for the number of Refuse Units assigned to each Property Use Classification.

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.

Service Area means the area mentioned in the title of this CONTRACT, as described in item A1 of Section 16.

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

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,
- Organics,
- 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, or emergency affecting the Country declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or
- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR's exercise of due diligence, excluding:
    - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
    - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

Universal Waste means hazardous waste that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders,

phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

Unpermitted Waste means

- Materials that are not Solid Waste such as Universal Waste, household hazardous waste and other hazardous waste, unauthorized medical waste, radioactive waste;
- Waste tires more than the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);
- Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.

Unpermitted Waste Screening Protocol means the protocol prescribed in Item A of Section 13 and included in Contractor Documentation in Exhibit 17.

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:

- Consumer Price Index (CPI),
- Department of Energy (DOE) Compressed Natural Gas (CNG), or
- Energy Information Agency (EIA) Liquefied Natural Gas (LNG)

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):

Beginning at least 9 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 (After 6 Months):** 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)

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

- **Disposal Tipping Fees (after 9 Months):** 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 (after 9 Months):** 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 without Food Waste (after 9 Months):** Annual changes of the monthly average, if any, 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; or

- **Diversion of Green Waste with Food Waste (after 9 Months):** 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; or

- **Diversion of Food Waste (after 9 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Food 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.

Because the contract start date will not be January 1, 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 were 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 changes in Refuse Disposal or Green Waste Diversion in subsection A4, and limitations in A6:

(1) Changes in Law

Change in CONTRACTOR's Direct Costs of providing Contract Services due to Changes in Law. 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.

(2) Changes in Scope of Service

CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards.

(3) Extraordinary Circumstances

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

If CONTRACTOR and Director disagree on the adjustment of Service Fees due to Changes in Law, or changes in Contract Services or

Standards, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

c. *No Adjustment*

Service Fees will not be adjusted:

- Within six or twelve months of the Commencement Date with respect to item A1a(1) and items A1a (2-3) respectively.
- During any of the six possible one-month extensions under item A3 of Section 2.
- If there are any uncured Breaches.
- For Changes other than changes explicitly listed in preceding subsections a and b, including for changes in the price of fuel.

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

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

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 shown in Attachment 7-1 of this Exhibit.

4. Maximum Rate Adjustment

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

Contract Period (on July 1)*	Maximum Cumulative Adjustment**
Years 0 to 1 (Commencement Date to first July 1)	0 percent
Years 2 to 7 (The first July 1 to the scheduled Termination Date under Section 2)	35 percent
Years 8 to 9 / Extension #1, if any (July 1 of any first 2-year extension to June 30 on the extended Termination Date)	45 percent
Years 10 to 11 / Extension #2, if any (July 1 of any 2-year extension to June 30 further extended Termination Date)	55 percent
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 are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

For example, during the first seven years of the CONTRACT, the Service Fee could increase 35 percent plus an allocable amount due to an increase of $4 per Ton on the State-mandated Disposal fee.

5. Customer 30-Day Notice

CONTRACTOR shall provide all Customers a minimum of 30-days written Notice of the implementation of changes in any Customer Service Fees.

6. Adjustment Limitations

No adjustment will be effective until Notice thereof has been provided to the Board of Supervisors. 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 March 1 of each year. Failure to submit data will result in no adjustment to either the Disposal or Diversion components, or both.

Service Fees will not otherwise be adjusted, including for actual changes in the price of fuel or increases in Disposal tipping fees other than as described in the preceding items of this item B1 of this Exhibit.

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 terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

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)

Not applicable to CONTRACT

c. Locking Recyclables Cart Fee (CPI)

Use methodology in item C of Exhibit 7.

d. County Service Fee (Task 2)

Use methodology in items C, D, E, and F of Exhibit 7.

e. Various Surcharges

These are adjusted based on the Customer Service Fee in the previous item. 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.

However, under COUNTY regulations, any percentage change shall not exceed the general salary movement granted to COUNTY employees as determined by COUNTY's Chief Administrative Office as of July 1 for the prior Fiscal Year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any change in COUNTY employee salaries; no cost-of-living adjustment will be granted.

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 CUUR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics at https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG.

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 CNG or LNG. The adjustment of the DOE Diesel component will apply only to the percentage of Vehicles in a fleet that uses diesel.

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.

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.

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 DOE Diesel

Beginning on July 1 in the second Calendar Year after commencement of Collection and thereafter on each succeeding July 1, the Diesel Fuel Component will be adjusted by the percent change, if any, between the following:

- The DOE Diesel during the 12-month period commencing April 1 of the previous year to March 31 of the current year, and
- The DOE Diesel during the 12-month period commencing April 1 of the prior previous year to March 31 of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CNG on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- January 2018 through December 2018, and
- January 2017 through December 2017.

The rate adjustment for LNG would also not be eligible on July 1, 2018. On July 1, 2019, the rate adjustment would compare:

- March 1, 2018 through February 28, 2019, and
- March 1, 2017 through February 28, 2018.

E. Service Fee Adjustment for Changes in Refuse Disposal and Organics Diversion Facility Fees

A minimum of 9 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 and Organics Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in Contractor Documentation in Exhibit 17. 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.

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 Refuse Units and divided by 12 months to determine the monthly component for Refuse Disposal and Organics Diversion.

1. Facilities Open to Public

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

2. Facilities Not Open to Public

The Refuse Disposal and Organics Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for Refuse Disposal and Organics 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 however 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 and Organics Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average cost for Refuse and Organics 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 Solid Waste Facility, showing the total Tons and rate paid for Transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

For example, CONTRACTOR may be paying the Solid Waste Facility $10 per Ton to a Materials Recovery Facility but will have additional expenses to transport the Refuse to another facility, plus the expense for Disposal at the second facility.

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

A minimum of 9 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 Material Recycling Facility. The annual profit/loss is 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)
Jan	n/a
Feb	n/a
Mar	n/a
Apr	n/a
May	n/a
Jun	n/a
Jul	$5.68
Aug	$2.84
Sep	$2.14
Oct	$3.84
Nov	$9.47
Dec	$12.27
Average	**$6.04**

Month 2017	Fee/Refund (per ton)
Jan	$12.85
Feb	$15.10
Mar	$16.04
Apr	$15.77
May	$3.63
Jun	$4.70
Jul	$8.60
Aug	$14.72
Sep	-$0.35
Oct	-$19.72
Nov	-$23.74
Dec	-$2.88
Average	**$3.73**
% Change	-38.31%

Month 2018	Fee/Refund (per ton)
Jan	$1.09
Feb	-$11.58
Mar	-$19.98
Apr	$7.15
May	$6.67
Jun	-$16.15
Jul	$1.16
Aug	-$7.07
Sep	-$25.87
Oct	-$14.92
Nov	-$29.15
Dec	-$26.47
Average	**-$11.26**
% Change	-402.18%

Month 2019	Fee/Refund (per ton)
Jan	-$46.15
Feb	-$43.79
Mar	-$46.95
Apr	-$46.60
May	-$50.71
Jun	-$54.70
Jul	-$63.10
Aug	-$62.15
Sep	-$57.16
Oct	-$61.95
Nov	-$64.23
Dec	-$66.34
Average	**-$55.32**
% Change	-391.30%

G. Temporarily Discontinued Indices

If a price or index is temporarily discontinued on the date of adjustment, the last available price or index for the required period (such as Calendar Year or another 12-month period) will be used, or other index as determined by Director.

ATTACHMENT 7-1 – Service Fees Adjustment Example

Example assumes the following:

- Contract started 4/1/19
  - First Calendar Year of service is only 9 months (therefore: ÷ 9 x 12)
  - Rate adjustment was not eligible 7/1/19
- Initial monthly rate for basic services was $17.00
- Rate adjustment being calculated is for 7/1/20
- Two different facilities were used for Refuse Disposal
- 40% of fleet used CNG, 60% used LNG
- County salary increase for FY2020-21 is 3.1%
- 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)	03/01/18-02/29/19	221.64
	03/01/19-02/28/20	228.59
	Percent change	3.14%, but limited to 3.1%

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 2018	(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12
	January, April, July, and October 2019	(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35
	Percent Change	(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85%
Adjustment to CNG Fuel Component (% Fleet)	40% of fleet uses DOE CNG	0.40 X 10.85% = **4.34%**

Table B2 - Adjustment Due to Change in EIA LNG

Calculate percent change in EIA LNG (12-month average, not month-to-month)	03/01/18-02/29/19	121.63
	03/01/19-02/28/20	153.01
	Percent Change	2.58%
Adjustment to LNG Fuel Component (% Fleet)	60% of fleet uses EIA LNG	0.60 X 10.85% = **6.51%**

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

Table C1–Adjustment Due to Change in 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	2018	$50.00 (Apr-Dec)	x	1,838	=	$91,900÷9x12= $122,533.33	-
	2019	$52.00	x	2,402	=	$124,904.00	$2,370.67

	Year	Cost		Customers		Monthly Adj.
Adj. to Refuse	2019	$2,370.67	÷	7,225	÷12=	**$0.03**

Table C2–Adjustment Due to Change in 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	2018	$40.00 (Apr-Dec)	x	2,220	=	$88,800÷9x12= $118,400.00	-
	2019	$43.00	x	2,936	=	$126,248.00	$7,848.00

	Year	Cost		Customers		Monthly Adj.
Adj. to Refuse	2019	$7,848.00	÷	7,225	÷12=	**$0.09**

D. Changes in Organics 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	2018	$35.00 (Apr-Dec)	x	1,508	=	$52,780÷9x12= $70,373.33	-
	2019	$36.00	x	2,006	=	$72,216.00	$1,842.67

	Year	Cost		Customers		Monthly Adj.
Adj. to Green Waste	2019	$1,842.67	÷	7,225	÷12=	**$0.02**

Table D2–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	2018	$120.00 (Apr-Dec)	x	1	=	$120÷9x12= $90.00	-
	2019	$125.00	x	2	=	$250.00	$160.00

	Year	Cost		Customers		Monthly Adj.
Adj. to Food Waste	2019	$160.00	÷	10	÷12=	**$1.33**

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	2018	$11.26 (fee) (Apr-Dec)	x	2,288	=	$25,762.88÷9x12= $134,350.51	-
	2019	$55.32 (fee)	x	3,171	=	$175,419.72	$141,069.21

	Year	Expense/Rebate		Customers		Monthly Adj.
Adj. to Recyclables	2019	$141,069.21	÷	7225	÷12=	**$1.63**

F. Weighted Service Fee Adjustment Percentage (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	6.51%	x	5%	x	$17.00	=	**$0.06**
LNG	4.34%						**$0.04**
Refuse Disposal							
Facility 1			actual			=	**$0.03**
Facility 2							**$0.09**
Green Waste Diversion			actual			=	**$0.02**
Recyclables Diversion			actual			=	**$1.63**
Basic Service Total						**=**	**$2.19**
Special Services							
Food Waste Diversion			actual			=	**$1.33**
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	**=**	

The awardee's Forms PW-2.1, 2.2, 2.3 (Task 1 Service Fees, Task 2 Service Fees, and Task 2 Emergency Service Fees for each area), will be included in the contract here as the following attachments:

ATTACHMENT 7-2 – Task 1 Service Fees

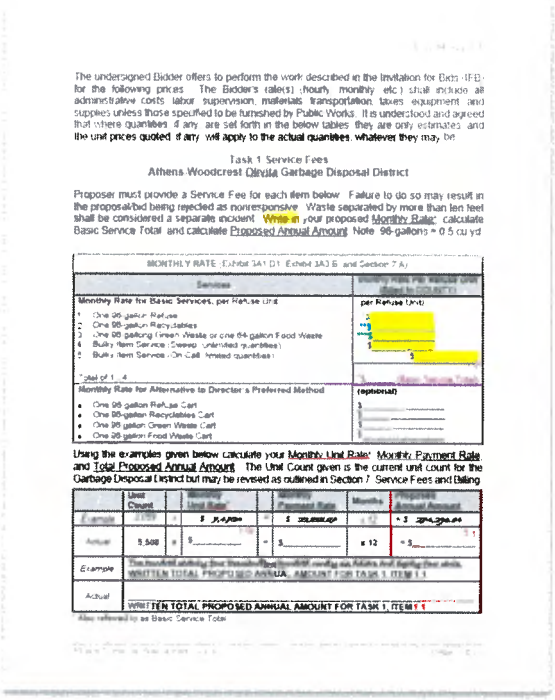
- Attachment 7-2.1 Task 1 Service Fees
  Athens-Woodcrest-Olivita Garbage Disposal District
- Attachment 7-2.2 Task 1 Service Fees
  Firestone Garbage Disposal District
- Attachment 7-2.3 Task 1 Service Fees
  Walnut Park Garbage Disposal District

ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.1 Task 2 Service Fees
  Athens-Woodcrest-Olivita Garbage Disposal District
- Attachment 7-3.2 Task 2 Service Fees
  Firestone Garbage Disposal District
- Attachment 7-3.3 Task 2 Service Fees
  Walnut Park Garbage Disposal District

ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.1 Task 2 Emergency Service Fees
  Athens-Woodcrest-Olivita Garbage Disposal District
- Attachment 7-4.2 Task 2 Emergency Service Fees
  Firestone Garbage Disposal District
- Attachment 7-4.3 Task 2 Emergency Service Fees
  Walnut Park Garbage Disposal District



The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following prices. The Bidder's rate(s) (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
Athens-Woodcrest Olivita Garbage Disposal District

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 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 Service Unit Billed to COUNTY
Monthly Rate for Basic Services, per Refuse Unit	per Refuse Unit
1 One 96-gallon Refuse	$
2 One 96-gallon Recyclables	$
3 One 96-gallon Green Waste or one 64-gallon Food Waste	$
4 Bulky Item Service (Sweep, unlimited quantities)	$
5 Bulky Item Service (On Call, limited quantities)	$
Total of 1 - 4	$ Basic Service Total
Monthly Rate for Alternative to Director's Preferred Method	(optional)
• One 96-gallon Refuse Cart	$
• One 96-gallon Recyclables Cart	$
• One 96-gallon Green Waste Cart	$
• One 96-gallon Food Waste Cart	$

Using the examples given below calculate your Monthly Unit Rate, Monthly Payment Rate, and Total Proposed Annual Amount. The Unit Count given is the current unit count for the Garbage Disposal District but may be revised as outlined in Section 7, Service Fees and Billing.

	Unit Count		Monthly Unit Rate		Monthly Payment Rate	Months	Proposed Annual Amount
Example	[illegible]	=	$ [illegible]	=	$ [illegible]	x 12	= $ [illegible]
Actual	9,508	=	$	=	$	x 12	= $
Example	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1						
Actual	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1						

Also referred to as Basic Service Total

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, in Breach of Section [ ].	$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
	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: • 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.	$200 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	$150
S17	For each failure to Collect Abandoned Waste within 2 Service Days of Director request, in accordance with item A of Exhibit 3A2.	$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items 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

By placing initials below at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had many opportunities to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that this CONTRACT was made.

CONTRACTOR
Initial Here: _____

COUNTY
Initial Here: _____

Intentionally left blank

EXHIBIT 16 – Contract Service Area Information

A. Maps

B. Sample Graphics

C. Lists

D. Outreach

Replace page with actual maps, graphics, and outreach samples

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. Facilities and Solid Waste Facilities

Designated by CONTRACTOR (item F of Exhibit 3A1), including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected; and
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample Reports.
- Reasons for changing the facility designation in the future;

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.

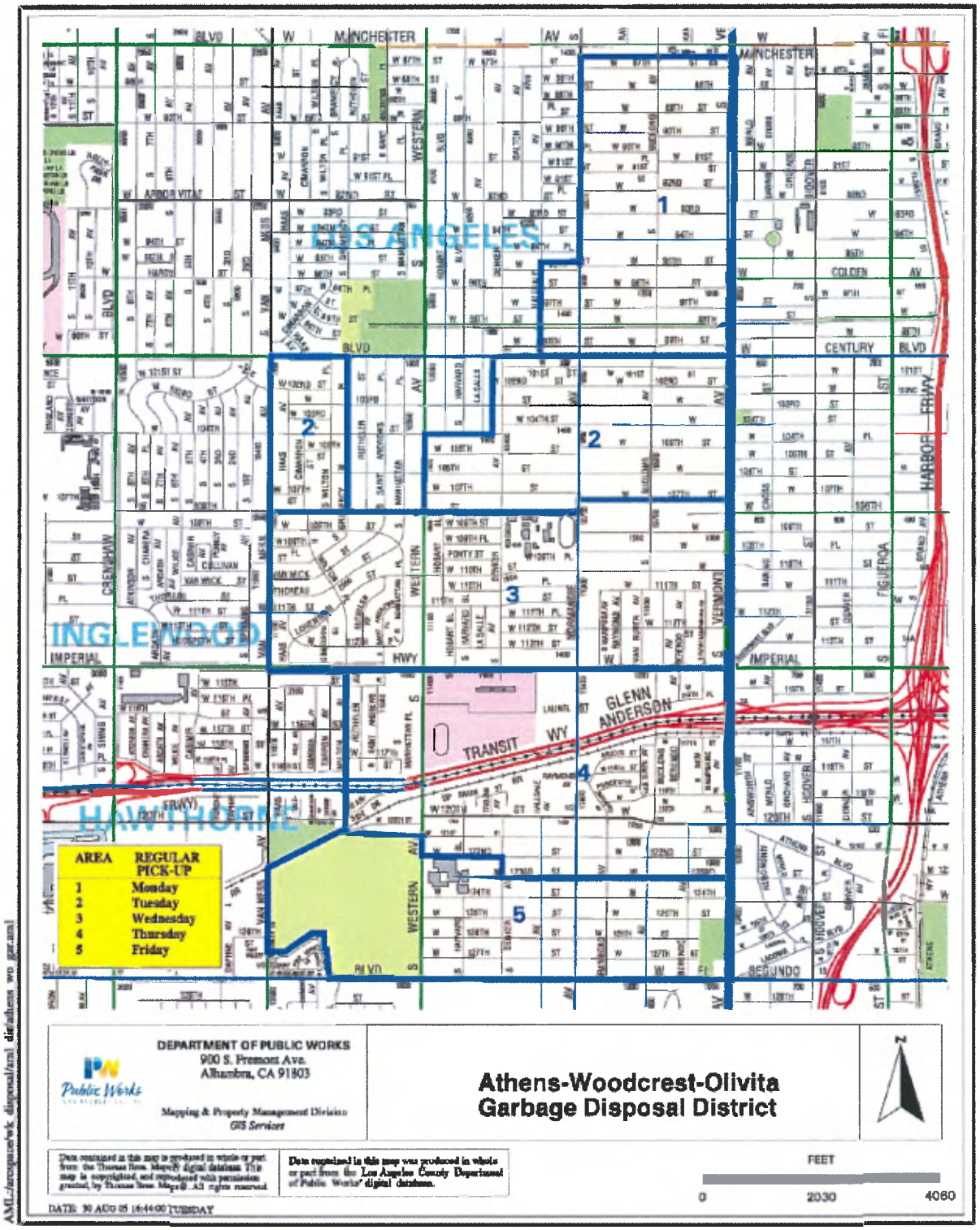
21. Movement of Green Waste

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).

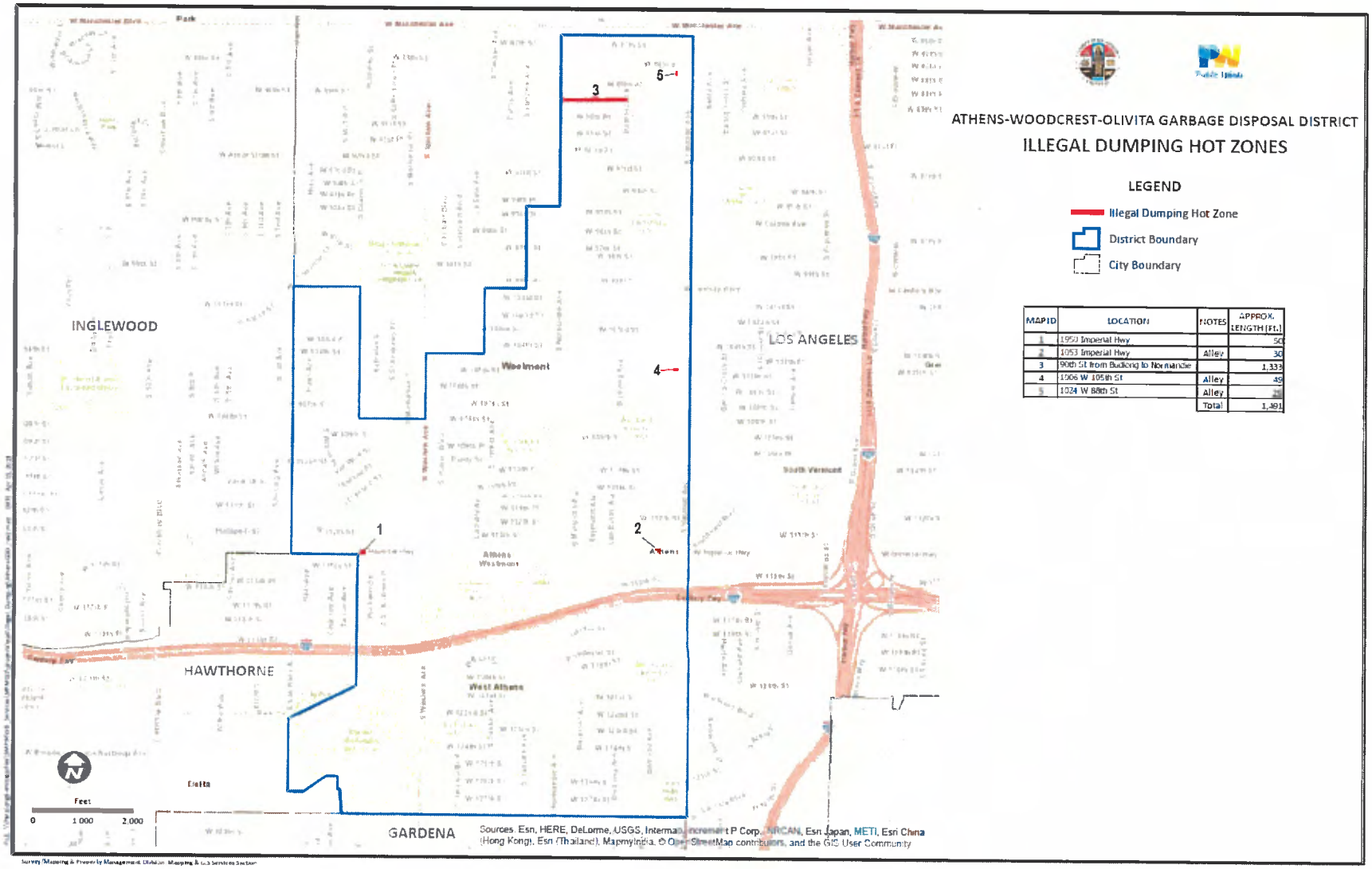
CONTRACTOR shall give Director a copy of either of the following:

- Application to CDFA for the agreement
- The completed CDFA agreement

Section 16.A.1 Service Area and Collection Schedule

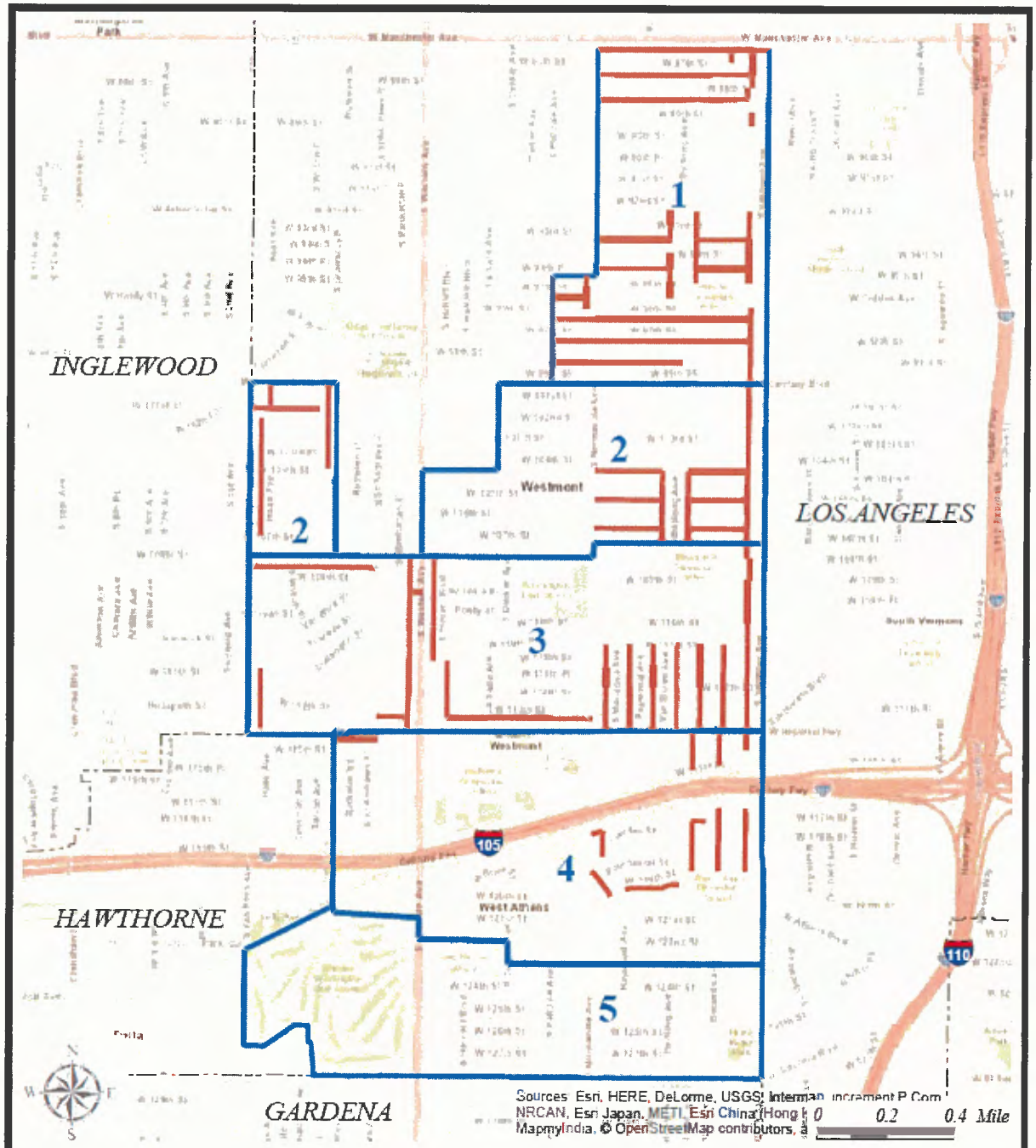


16.A.2 Illegal Dumping Hot Zones



MAPID	LOCATION	NOTES	APPROX. LENGTH (Ft.)
1	1950 Imperial Hwy		50
2	1053 Imperial Hwy	Alley	30
3	90th St from Budking to Normandie		1,333
4	1506 W 105th St	Alley	49
5	1024 W 88th St	Alley	[illegible]
		Total	1,491

16.A.5 Alleys



AREA	REGULAR PICK-UP
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

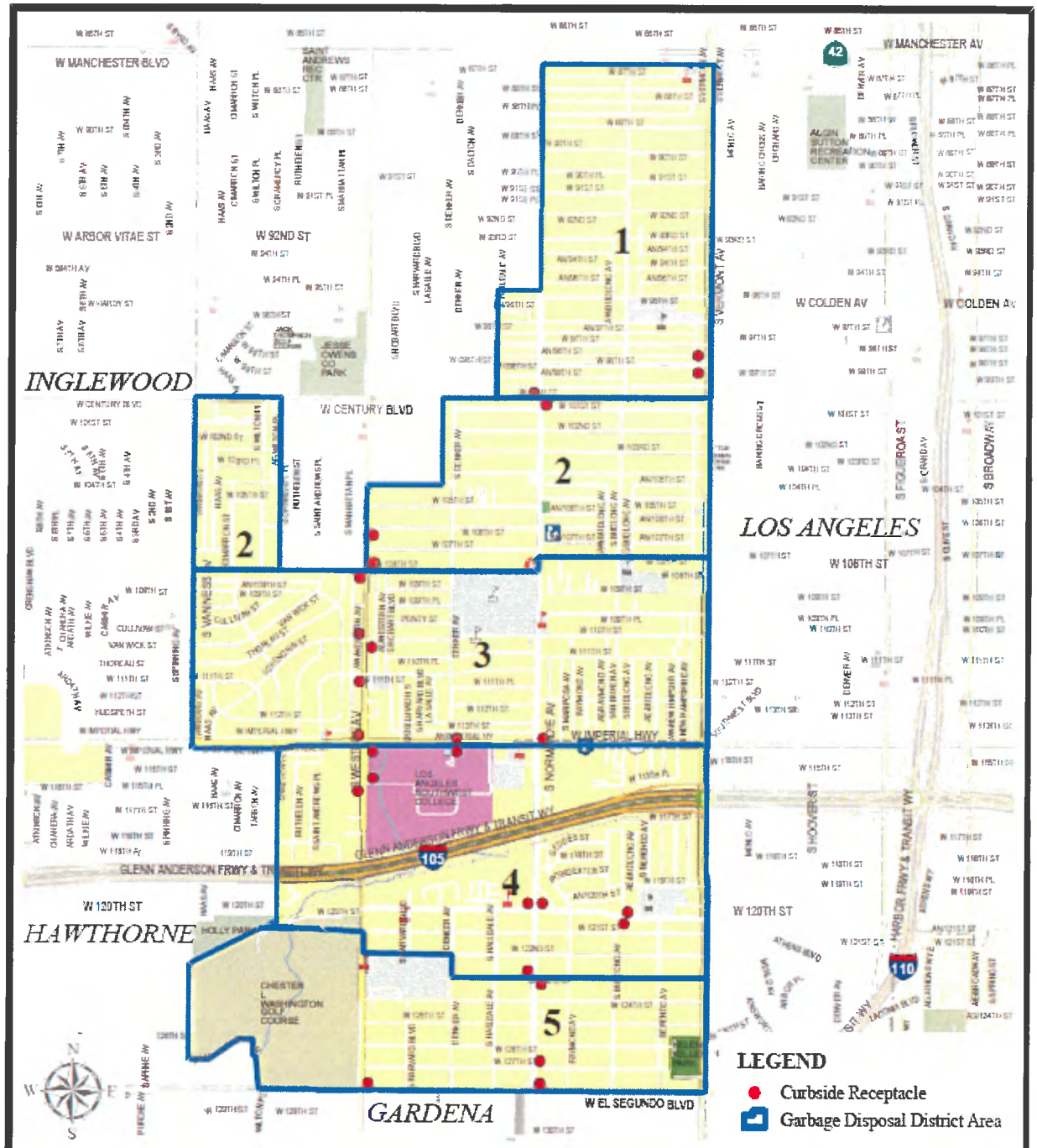
Athens-Woodcrest-Olivita Garbage Disposal District

Alleys

Public Works
LOS ANGELES COUNTY

Survey/Mapping & Property Management Division, Mapping & GIS Services Section

16.A.6 Public Receptacles



AREA	REGULAR PICK-UP
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

Public Curbside Receptacles in the

Athens-Woodcrest-Olivita

Garbage Disposal District

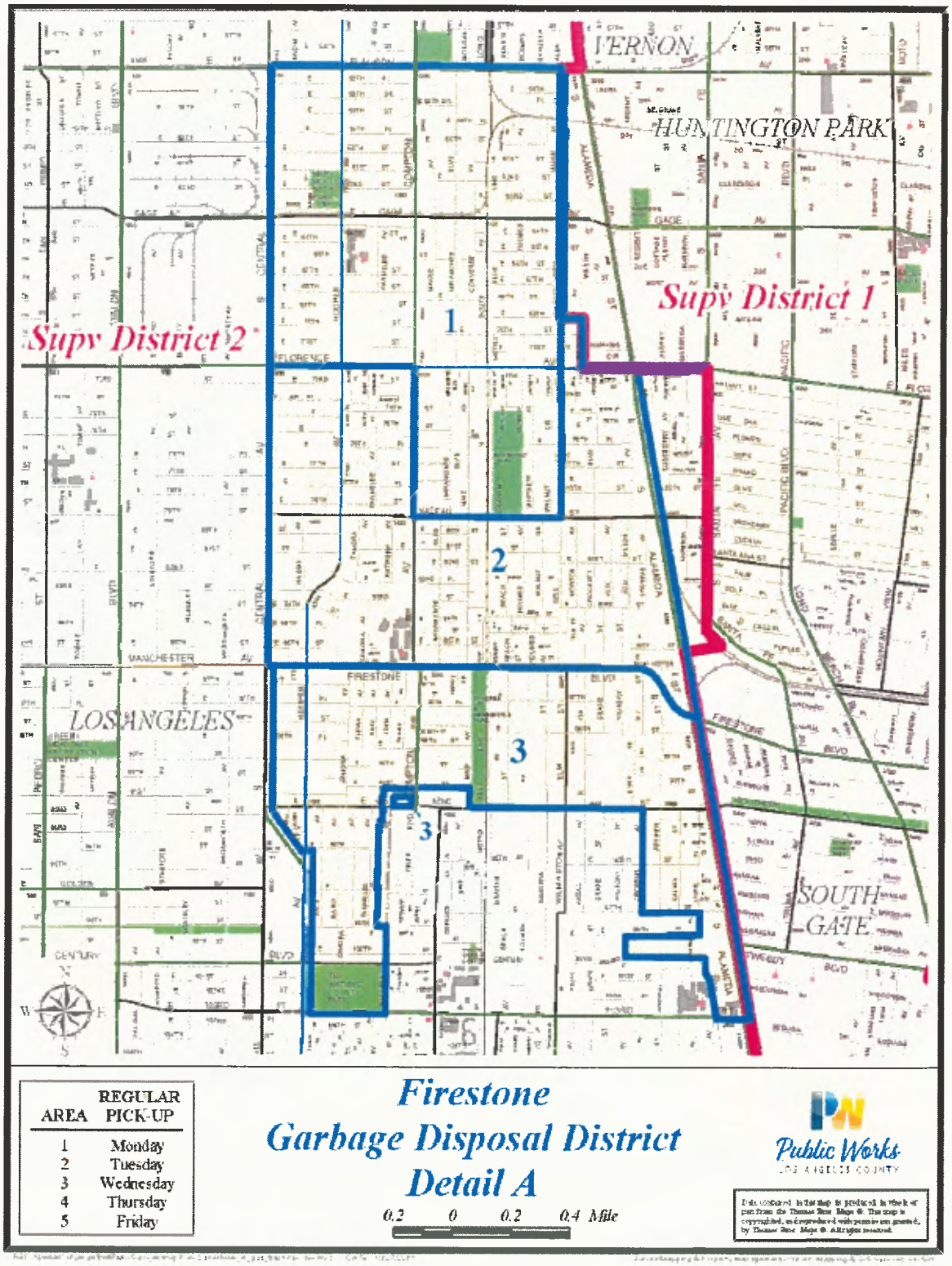
27 Receptacles in Total

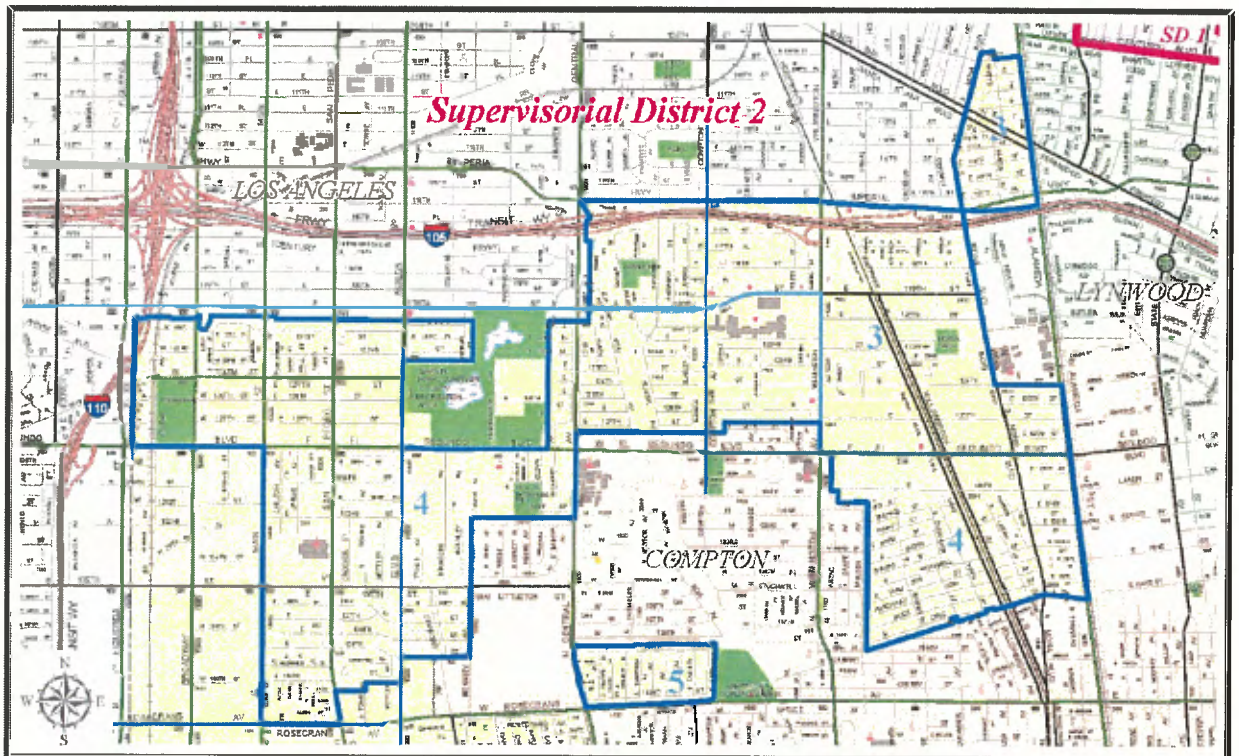
0.2 0 0.2 0.4 Mile

Public Works
LOS ANGELES COUNTY

16.A.1 Service Area and Collection Schedule

16.A.1.1 Firestone Garbage Disposal District





AREA	REGULAR PICK-UP
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

Firestone Garbage Disposal District Detail B

0.25 0 0.25 0.5 Mile

Public Works
LOS ANGELES COUNTY

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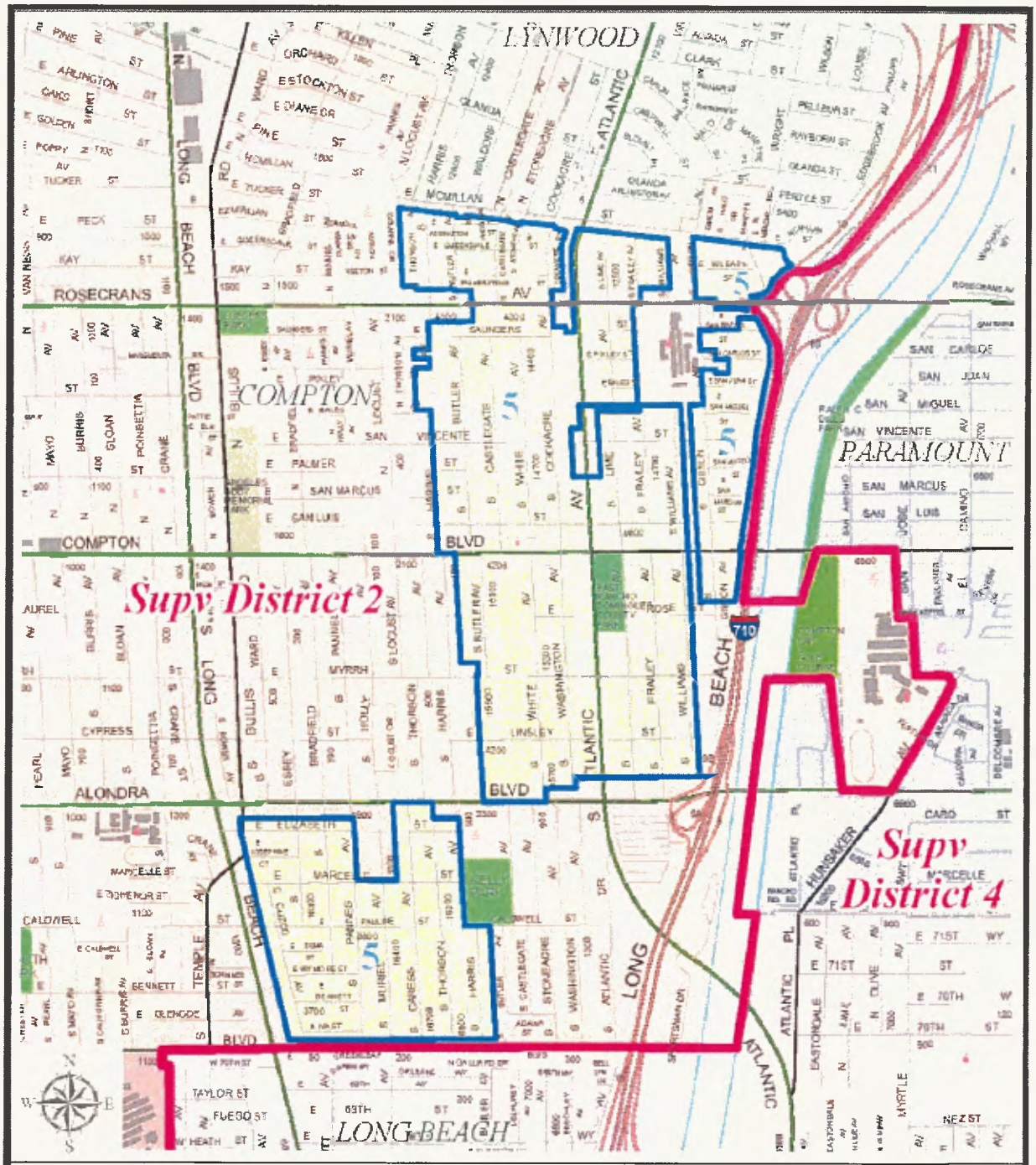

AREA	REGULAR PICK-UP
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

Firestone Garbage Disposal District Detail C

0.1 0 0.1 0.2 Mile

Public Works
LOS ANGELES COUNTY

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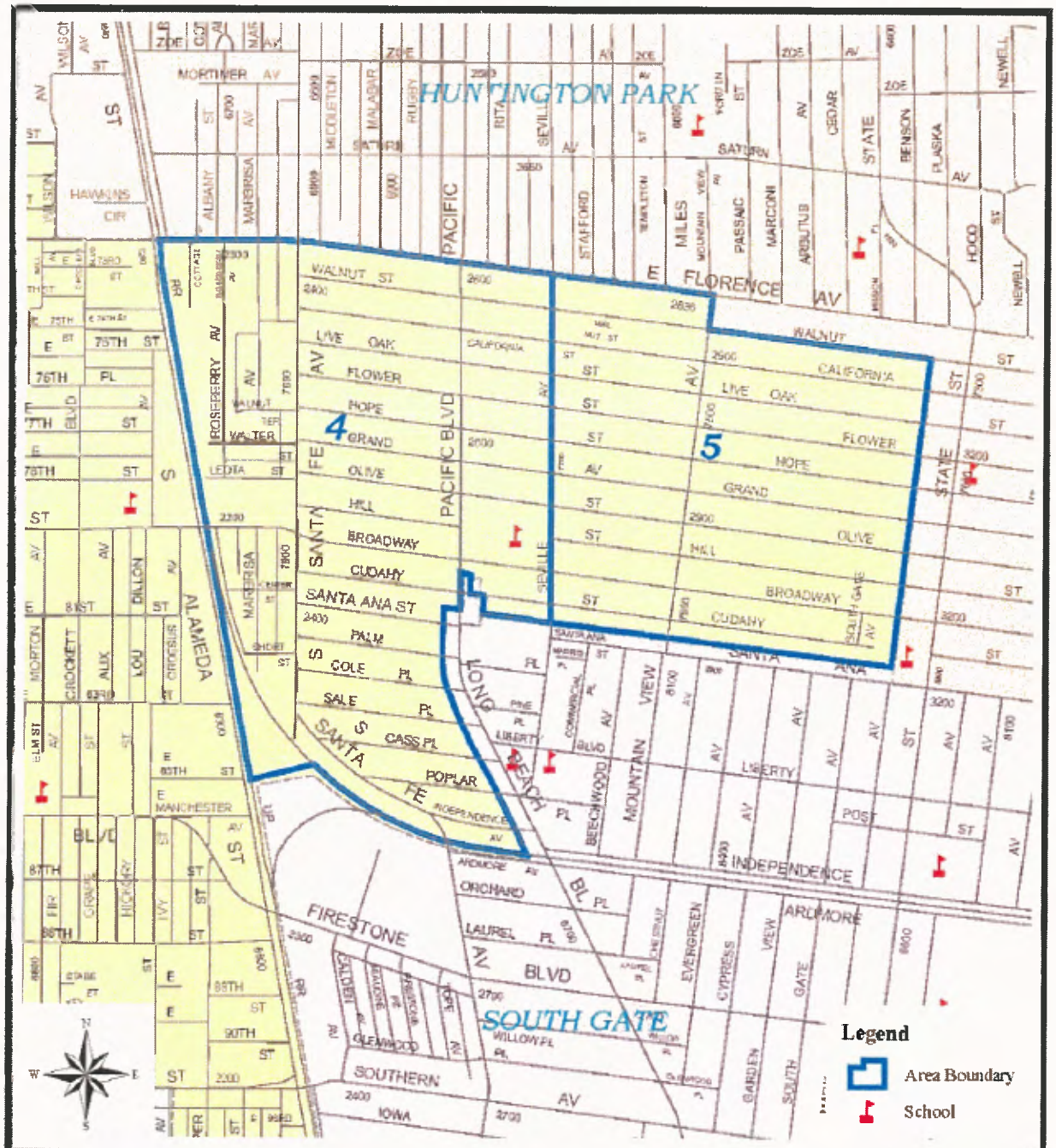
16.A.1.2 Walnut Park Garbage Disposal District



AREA	REGULAR PICK-UP
4	Thursday
5	Friday

Walnut Park Garbage Disposal District

Public Works
LOS ANGELES COUNTY

800 0 800 1,600 Feet

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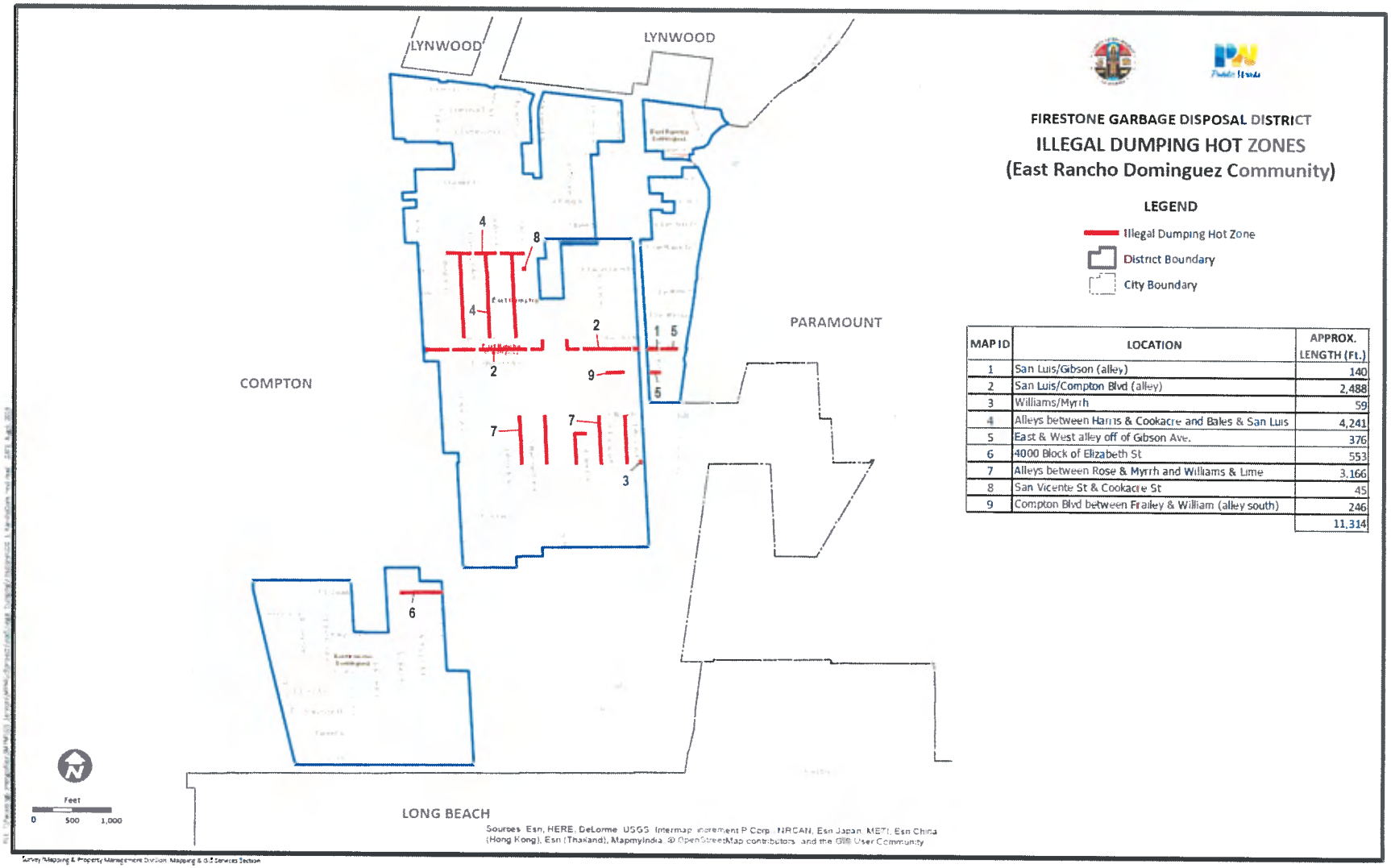
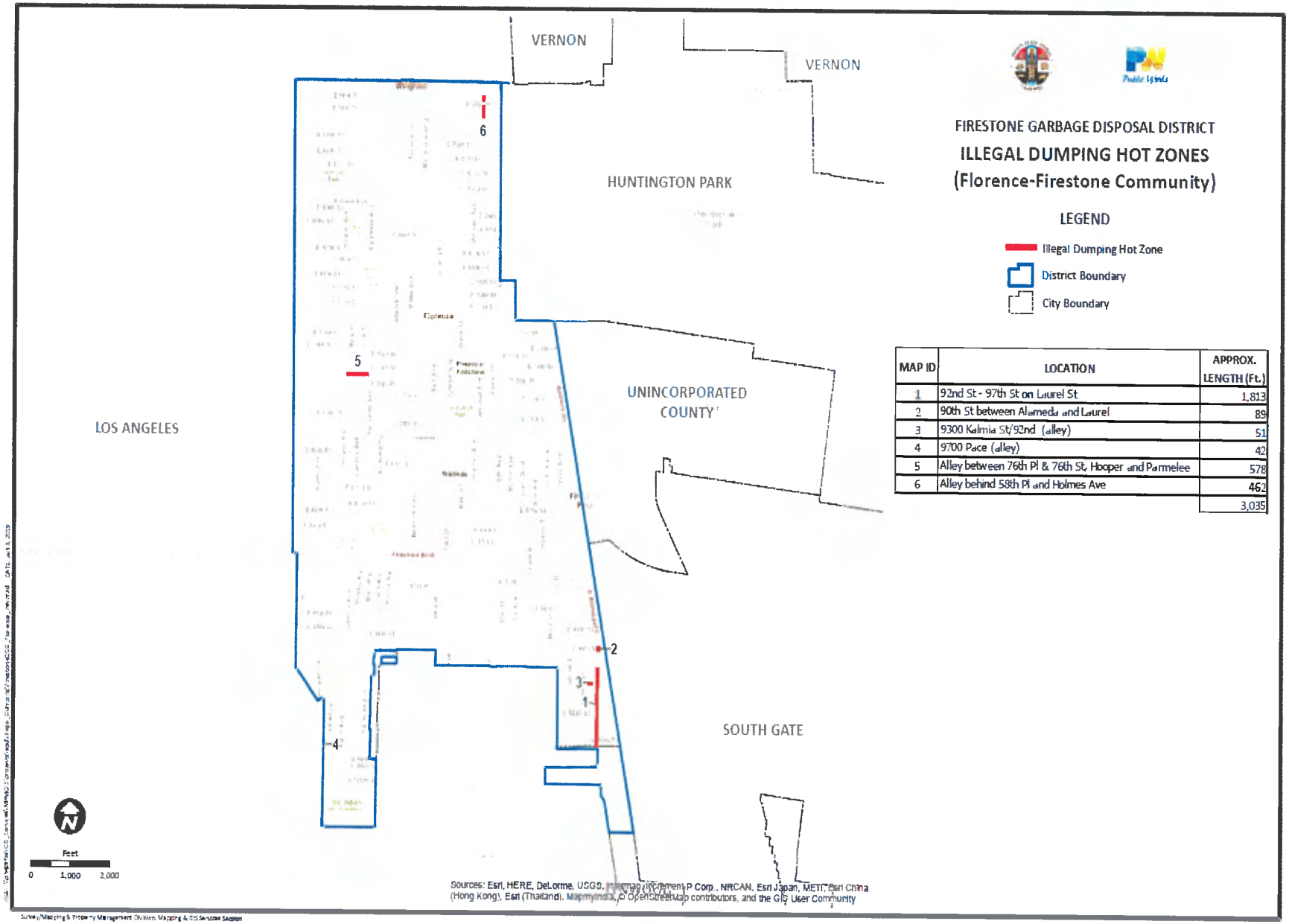
Mapping & Property Management Division, Mapping & GIS Services Section

16.A.2 Hot Zones

16.A.2.1 Florence/Firestone/Willowbrook Garbage Disposal District



MAP ID	LOCATION	APPROX. LENGTH (FT.)
1	San Luis/Gibson (alley)	140
2	San Luis/Compton Blvd (alley)	2,488
3	Williams/Myrrh	59
4	Alleys between Harris & Cookacre and Bales & San Luis	4,241
5	East & West alley off of Gibson Ave.	376
6	4000 Block of Elizabeth St	553
7	Alleys between Rose & Myrrh and Williams & Lime	3,166
8	San Vicente St & Cookacre St	45
9	Compton Blvd between Frailey & William (alley south)	246
		11,314



FIRESTONE GARBAGE DISPOSAL DISTRICT

ILLEGAL DUMPING HOT ZONES

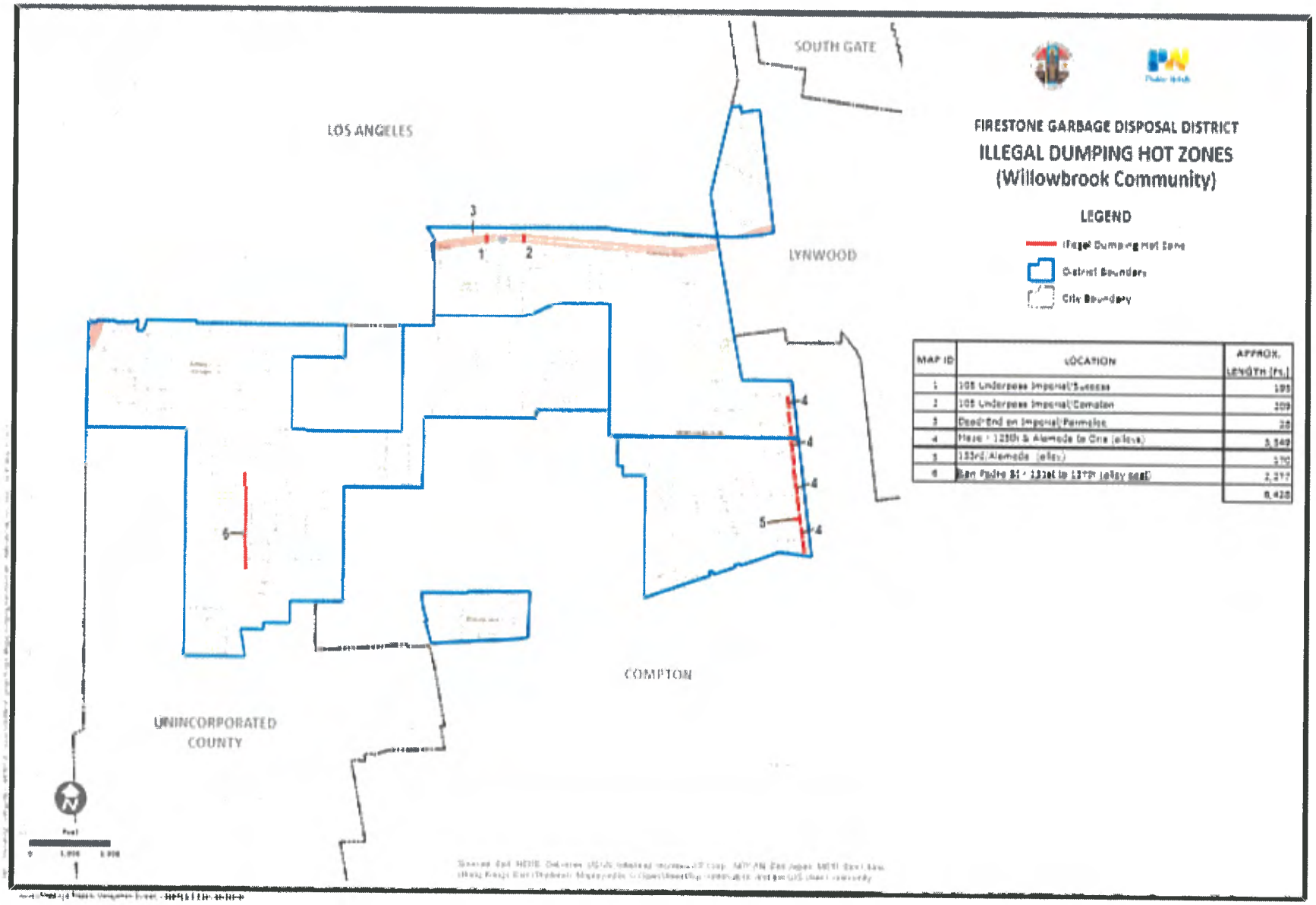
(Florence-Firestone Community)

LEGEND

- Illegal Dumping Hot Zone
- District Boundary
- City Boundary

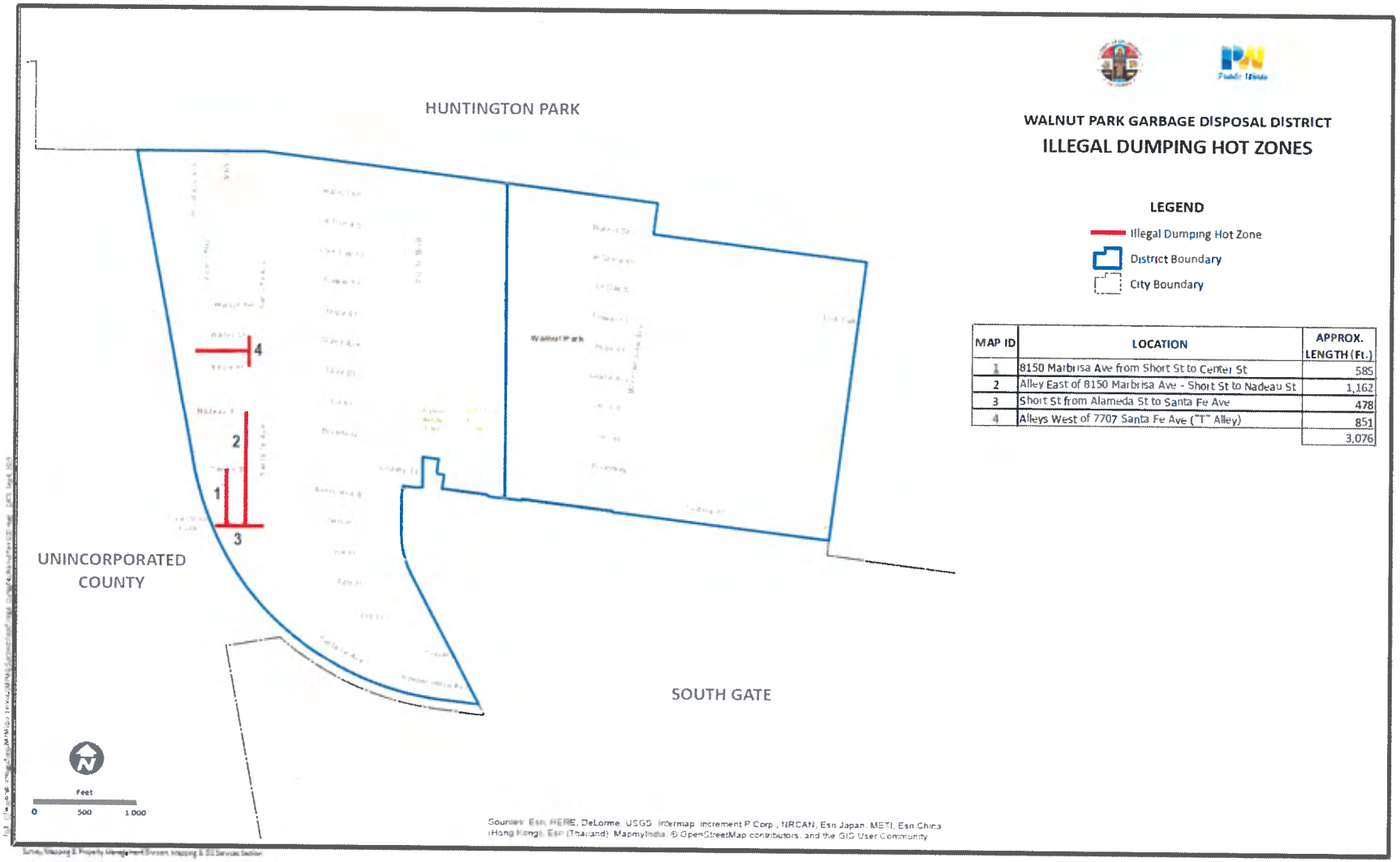
MAP ID	LOCATION	APPROX. LENGTH (Ft.)
1	92nd St - 97th St on Laurel St	1,813
2	90th St between Alameda and Laurel	89
3	9300 Kalmia St/92nd (alley)	51
4	9700 Pace (alley)	42
5	Alley between 76th Pl & 76th St, Hooper and Parmelee	578
6	Alley behind 58th Pl and Holmes Ave	462
		3,035

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



MAP ID	LOCATION	APPROX. LENGTH (Ft.)
1	105 Underpass Imperial/Success	195
2	105 Underpass Imperial/Compton	209
3	Dead End on Imperial/Permelia	28
4	Hazel - 135th & Alameda to Cris (alley)	3,549
5	133rd/Alameda (alley)	150
6	San Pedro St - 131st to 137th (alley east)	2,277
		6,428

16.A.2.2 Walnut Park Garbage Disposal District



WALNUT PARK GARBAGE DISPOSAL DISTRICT

ILLEGAL DUMPING HOT ZONES

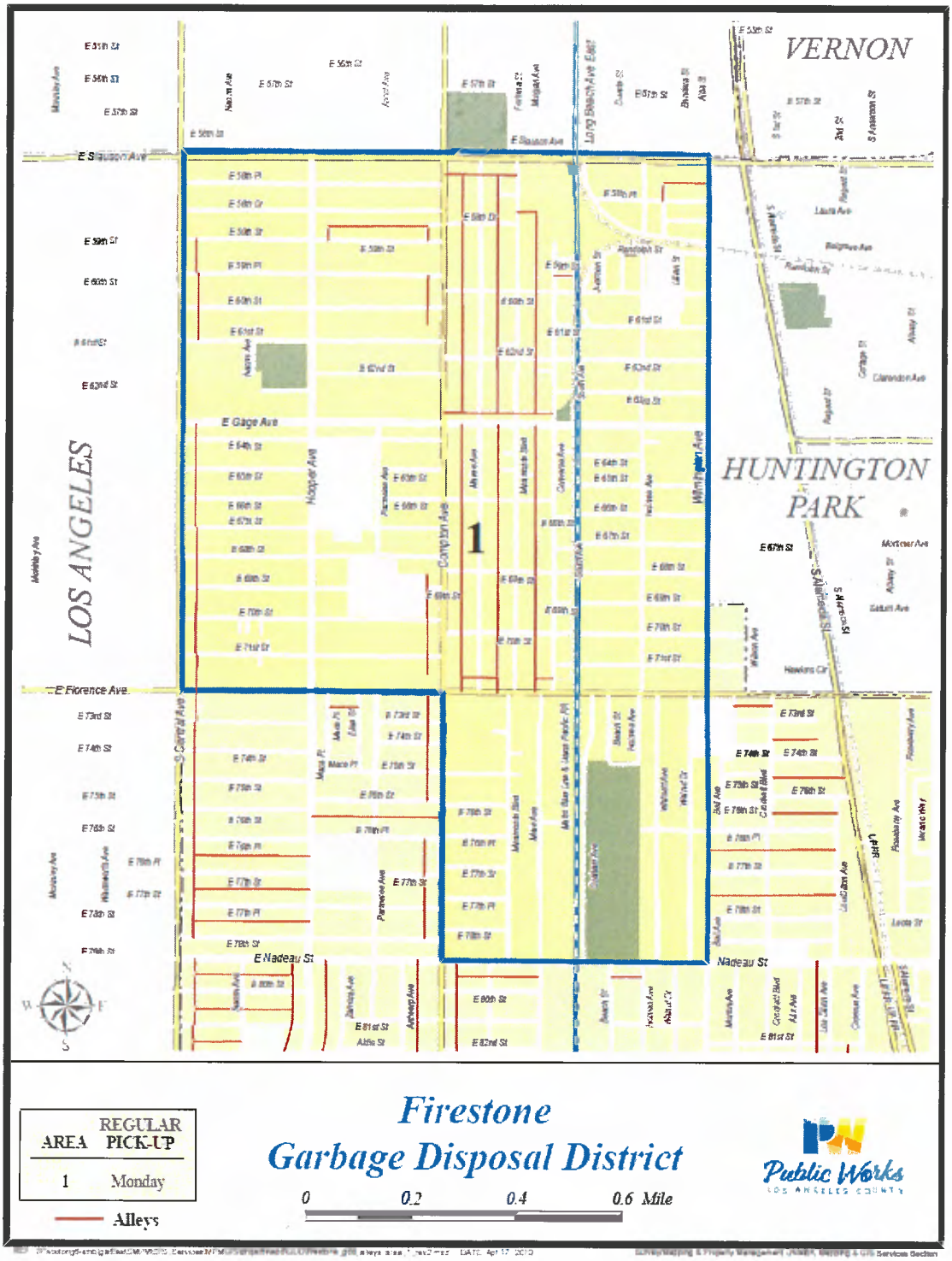
LEGEND

- Illegal Dumping Hot Zone
- District Boundary
- City Boundary

MAP ID	LOCATION	APPROX. LENGTH (Ft.)
1	8150 Marbrisa Ave from Short St to Center St	585
2	Alley East of 8150 Marbrisa Ave - Short St to Nadeau St	1,162
3	Short St from Alameda St to Santa Fe Ave	478
4	Alleys West of 7707 Santa Fe Ave ("T" Alley)	851
		3,076

16.A.5 Alleys

16.A.5.1 Firestone Garbage Disposal District



AREA	REGULAR PICK-UP
2	Tuesday

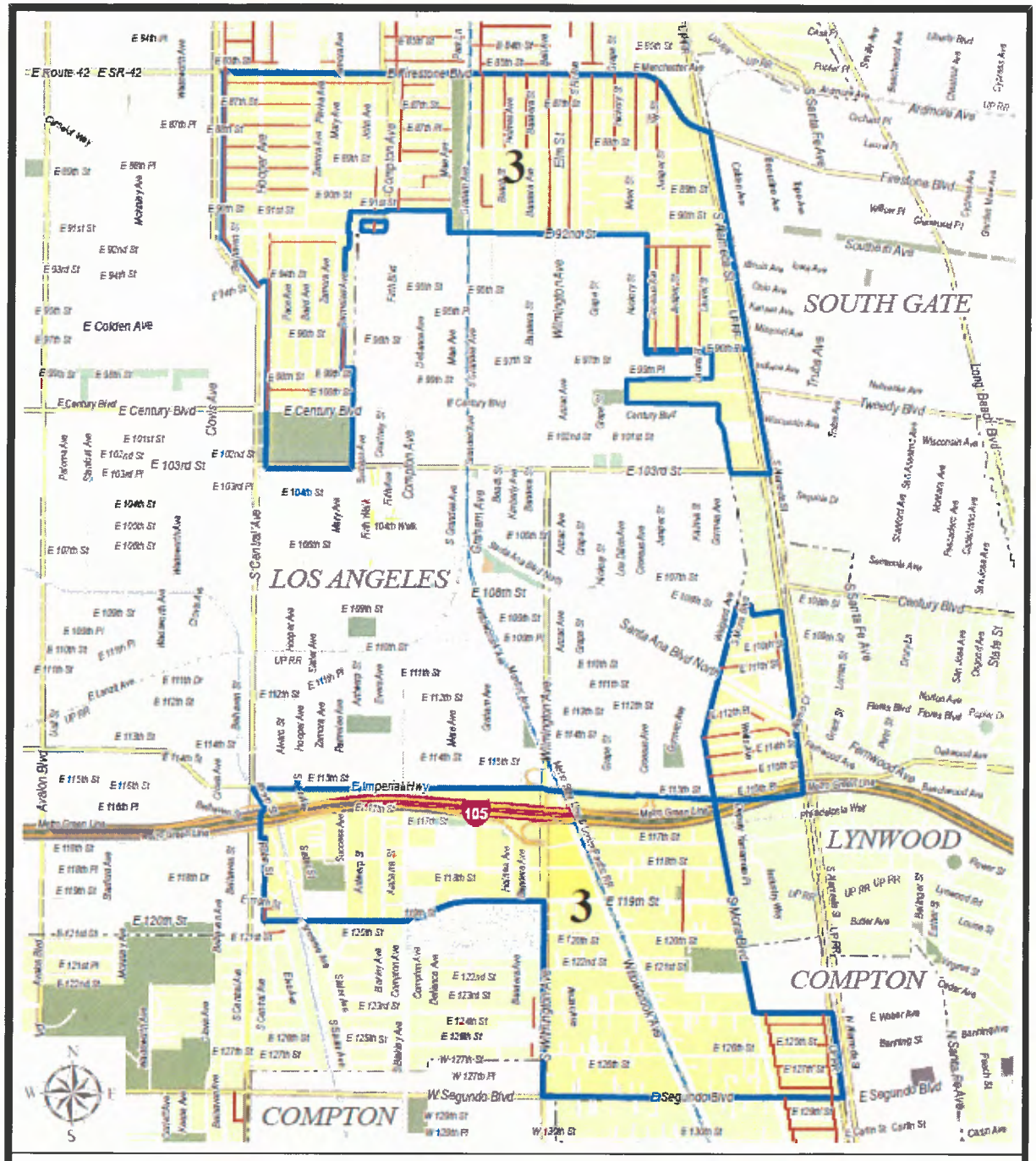
Alleys

Firestone Garbage Disposal District

0 0.2 0.4 0.6 Mile

Public Works
LOS ANGELES COUNTY

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



AREA	REGULAR PICK-UP
3	Wednesday

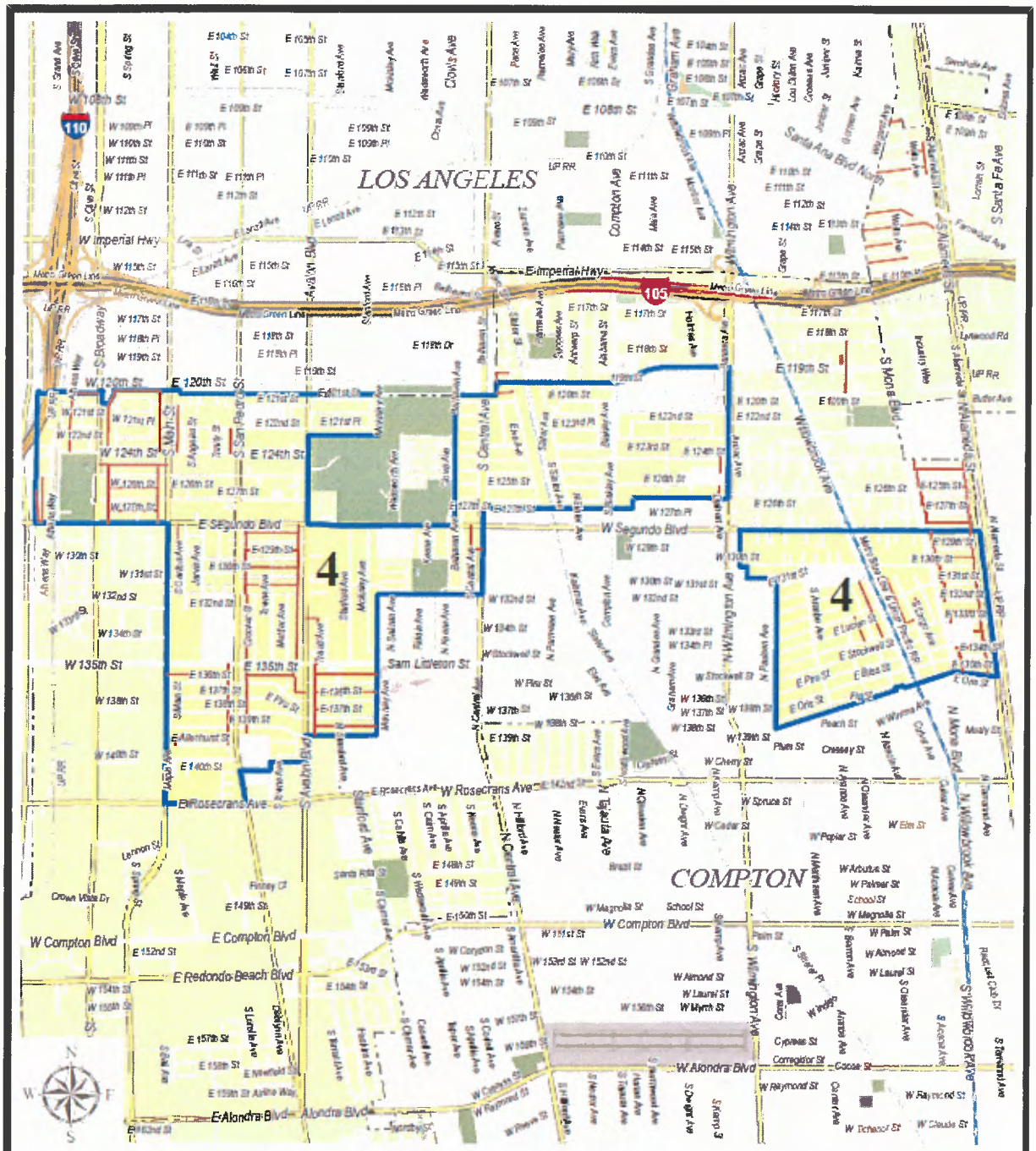
Alleys

Firestone Garbage Disposal District

0 0.2 0.4 0.6 Mile

Public Works
LOS ANGELES COUNTY

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



AREA	REGULAR PICK-UP
4	Thursday

Alleys

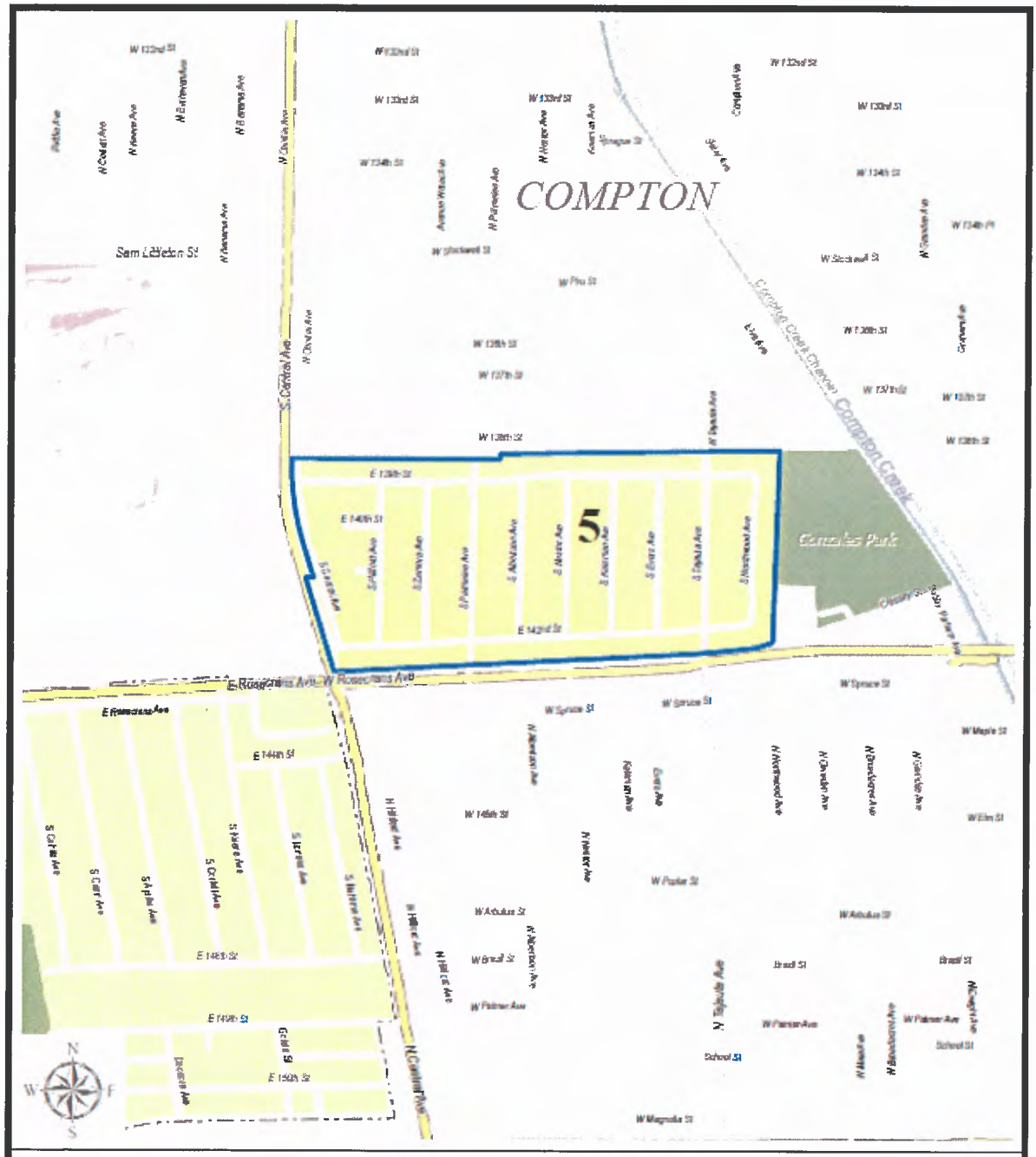
Firestone Garbage Disposal District

0 0.2 0.4 0.6 Mile

Public Works
LOS ANGELES COUNTY

REF: S:\mapping5-arcgis\data\MAGIS_Service\MAGIS\projectVerify\300\firestone_grid_alleys_area_4_rev2.mxd DATE: Apr 17, 2012

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



AREA	REGULAR PICK-UP
5	Friday

Alleys

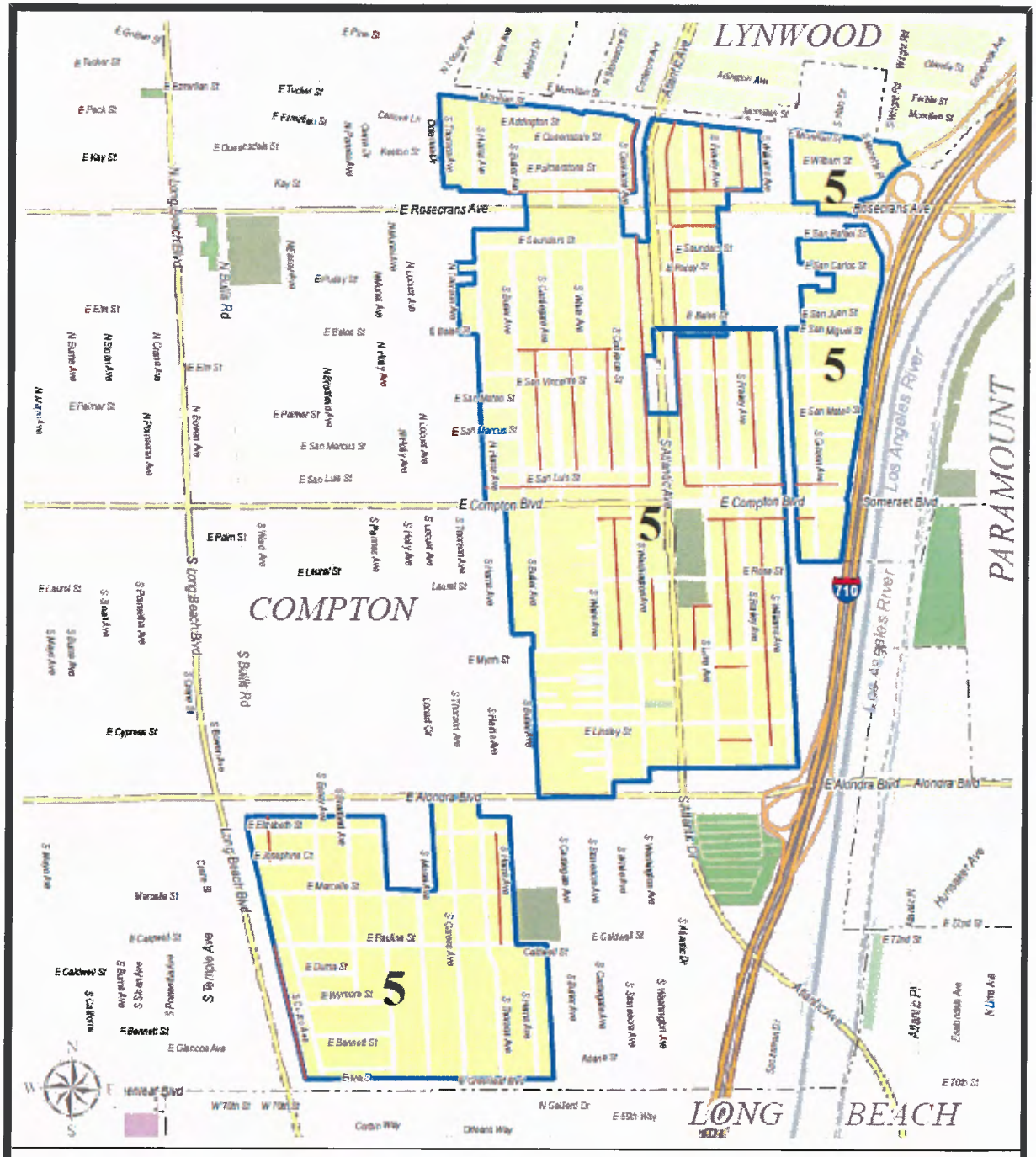
Firestone Garbage Disposal District Detail B

0 0.1 0.2 0.3 Mile

Public Works
LOS ANGELES COUNTY

REF: \\Pwdfsrv01-ent\gdfiles\SMPWGIS_Services\MPWGIS\projects\2020\firestone_gdd_alleys_area_5B_rev2.mxd DATE: Apr 17, 2018

Survey/Mapping & Property Management Division, Mapping & GIS Services Section



AREA	REGULAR PICK-UP
5	Friday

Alleys

Firestone Garbage Disposal District Detail C

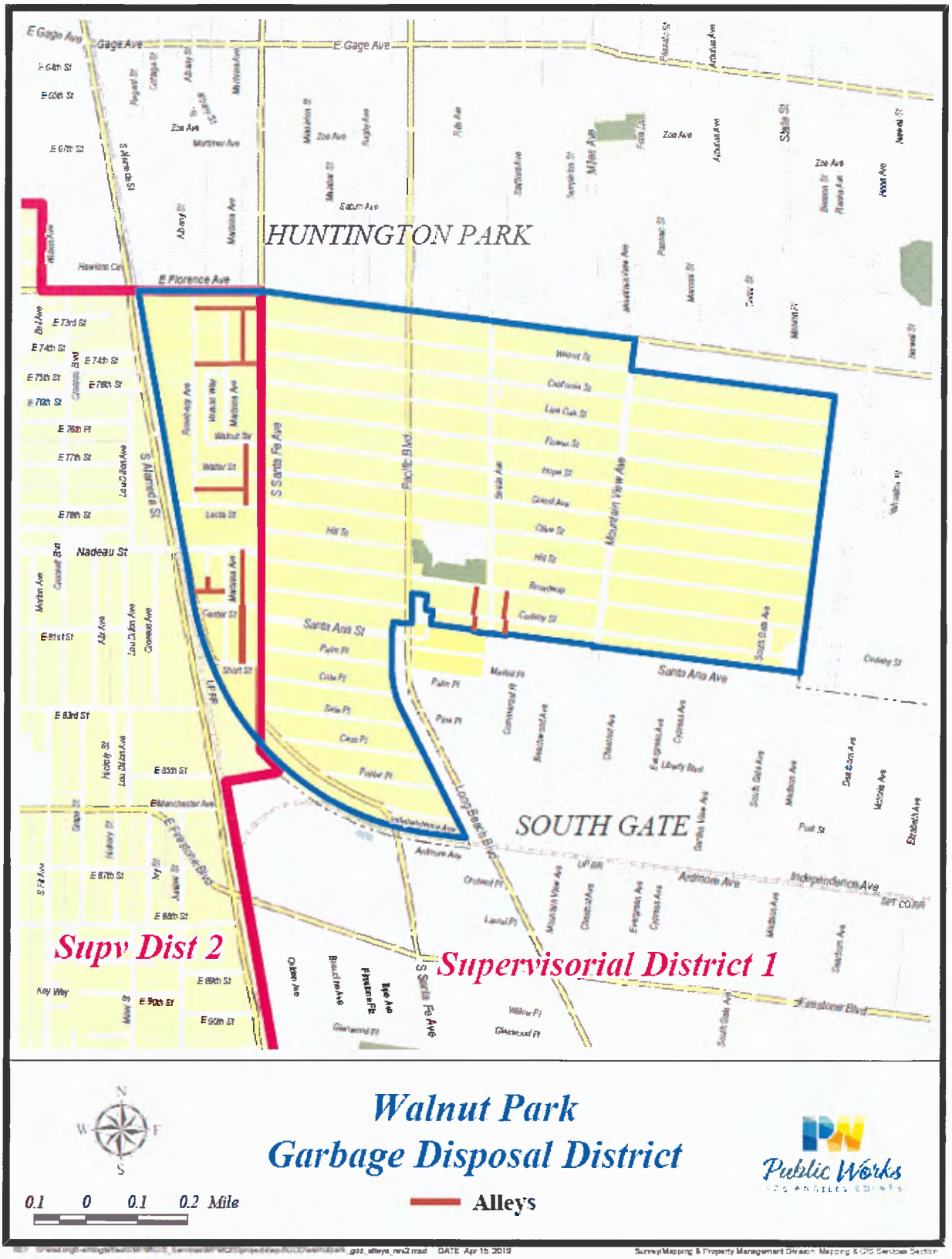
0 0.2 0.4 0.6 Mile

Public Works
LOS ANGELES COUNTY

DATE: Apr 17, 2018

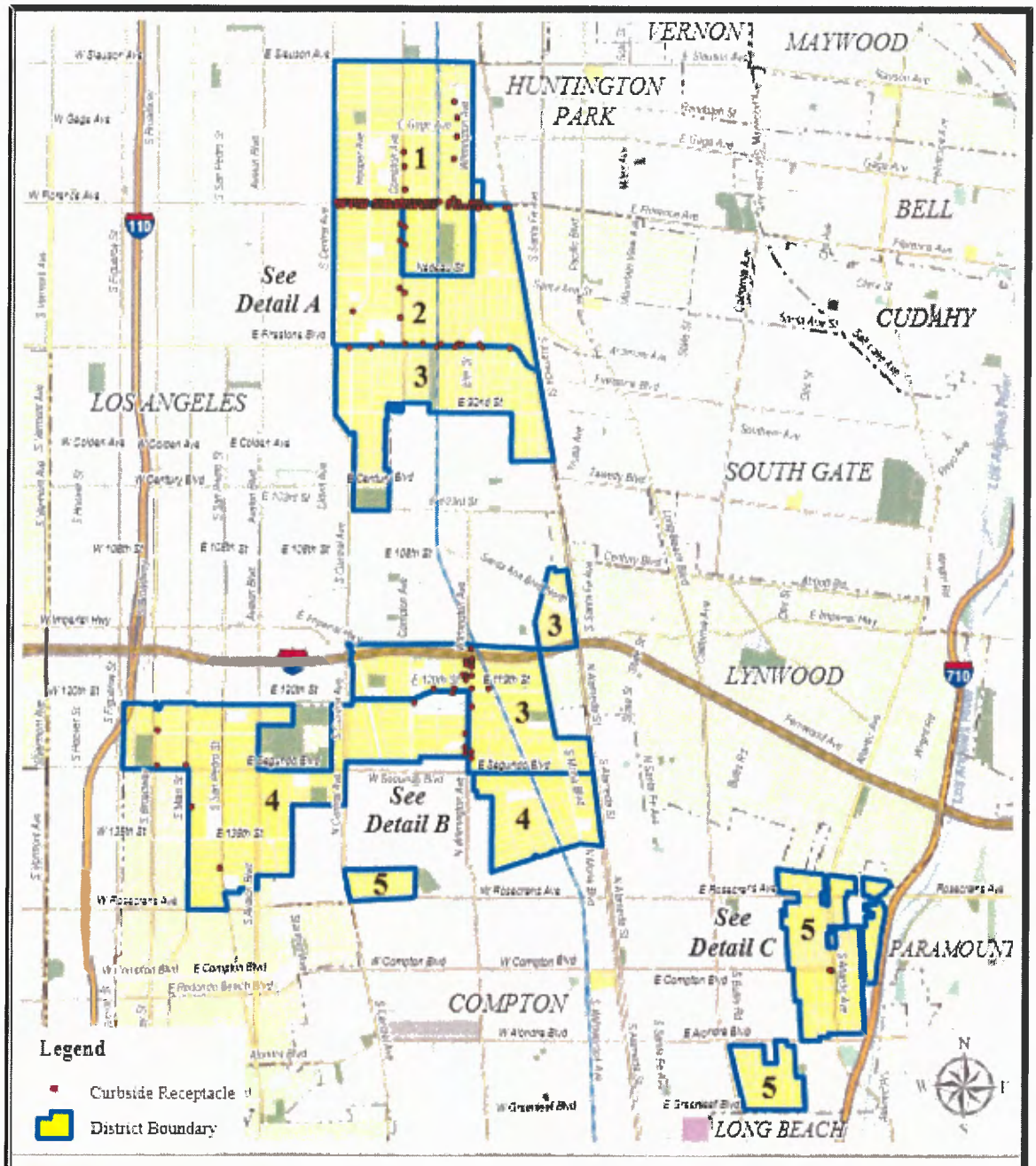
Survey/Mapping & Property Management Division, Mapping & GIS Services Section

16.A.5.2 Walnut Park Garbage Disposal District



16.A.6 Public Receptacles

16.A.6.1 Firestone Garbage Disposal District



AREA	REGULAR PICK-UP
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday

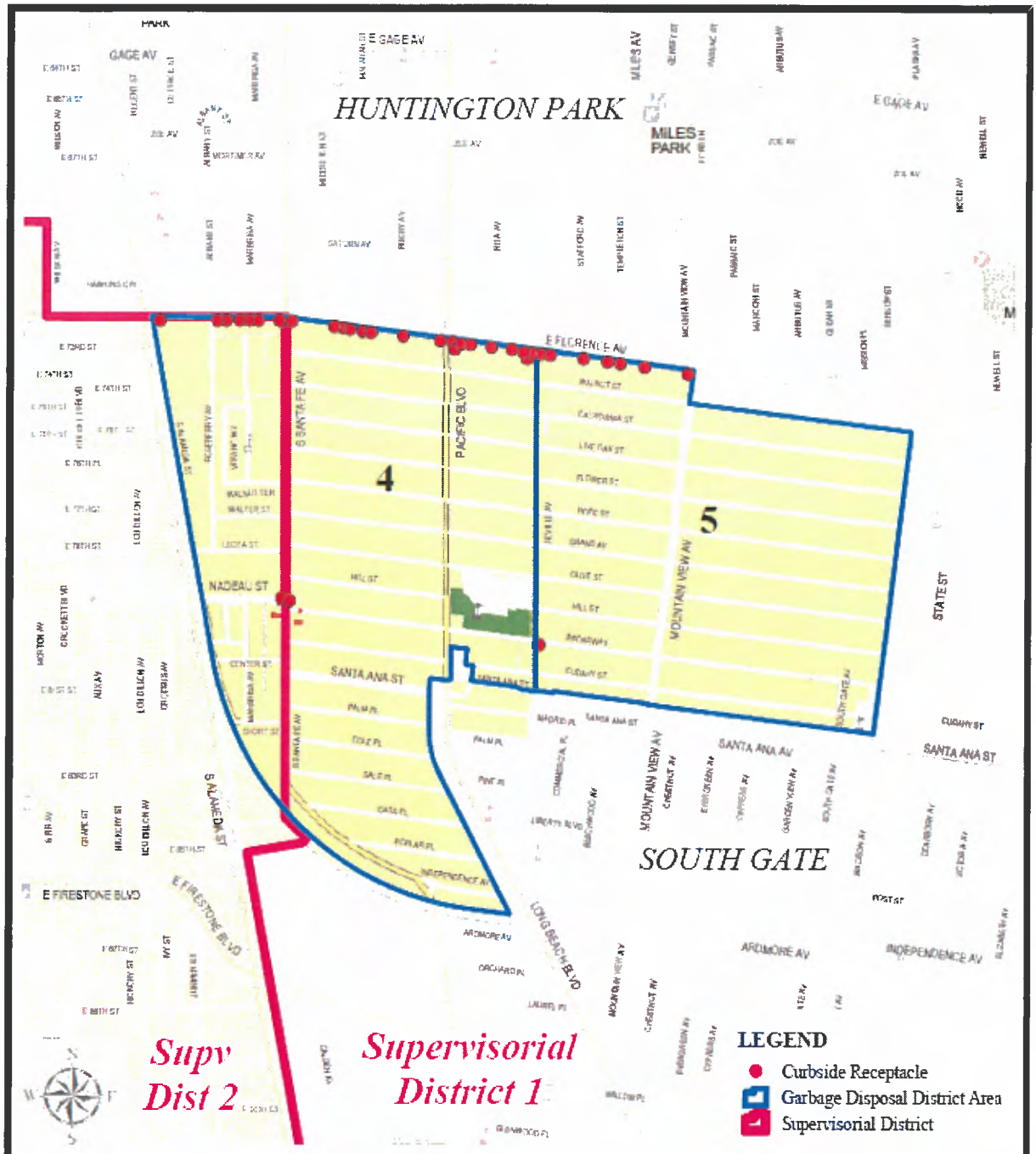
Public Curbside Receptacles in the Firestone Garbage Disposal District

126 Receptacles in Total

0.5 0 0.5 1 Mile

Public Works

16.A.6.2 Walnut Park Garbage Disposal District



AREA	REGULAR PICK-UP
4	Thursday
5	Friday

Public Curbside Receptacles in the Walnut Park Garbage Disposal District

35 Receptacles in Total

0 0.125 0.25 Mile

Public Works

Item 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

(Ctrl)

♻ RECYCLABLES ONLY / RECICLABLES SOLAMENTE ♻

ACCEPTABLE

Pager
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
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 (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
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 (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

Sample

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

Sample

Item 16.B.2 – Dumpster Labels

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

Sample

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

Name of Garbage Disposal District	Street Miles	Alley Miles
Athens	69.34	10.89

Please note that the proposer is still responsible for independently investigating service conditions in these areas.

Item 16.C.1 - Street and Alley Miles

Name of Garbage Disposal District	Street Miles	Alley Miles
Firestone	168	41
Walnut Park	18	1

Please note that the proposer is still responsible for independently investigating service conditions in these areas.

16.C.3 Public Receptacles Locations

Athens -Woodcrest- Olivita			
Public Curbside Receptacles			
	Direction	Street	Cross Street
1	NEC	108th	Western
2	NEC	El Segundo	Western
3	NWC	Imperial	Western
4	SEC	Imperial	Western
5	SEC	Imperial	Denker
6	NEC	Imperial	Denker
7	NEC	Imperial	Normandie
8	NWC	Normandie	Century
9	SEC	Normandie	Century
10	NEC	Normandie	120th Street
11	SWC	Vermont	98th Street
12	NWC	Vermont	98th Street
13	SEC	Western	106th Street
14	SWC	Western	College Entrance Rd
15	NEC	Western	College Entrance Rd
16	SWC	Western	111th Street
17	SEC	Western	110th Street
18	NWC	Western	Lohengrin
19	SWC	Western	108th Street
20	NWC	Normandie	120th Street
21	NWC	Normandie	123rd Street
22	SEC	Normandie	123rd Street
23	NEC	Normandie	127th Street
24	NEC	Normandie	El Segundo
25	NEC	120th	Budlong
26	SEC	120th	Budlong

Direction
N=North E=East C=Corner
S=South W=West

FIRESTONE GARBAGE DISPOSAL DISTRICT
PUBLIC CURBSIDE RECEPTACLES

NO.	STREET	CROSS STREET	DIR	NS/FS	RD
1	120th ST	COMPTON BL	WB	NS	241
2	120th ST	COMPTON BL	EB	FS	241
3	ATLANTIC AVE	COMPTON BL	SB	FS	241
4	COMPTON AVE	FIRESTONE BL	NB	FS	241
5	COMPTON AVE	81ST ST	NB	NS	241
6	FLORENCE AVE	WALNUT DR W/O	EB		241
7	COMPTON AVE	76TH PL	NB	NS	241
8	COMPTON AVE	75TH ST	NB	NS	241
9	COMPTON AVE	81ST ST	SB	NS	241
10	FLORENCE AVE	WALNUT DR E/O	EB		241
11	COMPTON AVE	75TH ST	SB	NS	241
12	FLORENCE AVE	WILMINGTON AVE	EB		241
13	COMPTON AVE	ATLANTIC BL	EB	NS	241
14	FIRESTONE BL	GRAHAM AVE	WB	FS	241
15	FIRESTONE BL	OPP HANDY DR	WB		241
16	FIRESTONE BL	ZAMORA AVE	WB	NS	241
17	FIRESTONE BL	ZAMORA AVE	EB	NS	241
18	FIRESTONE BL	IVY ST	EB	NS	241
19	FLORENCE BL	HOLMES AVE	WB	FS	241
20	HOLMES AVE	71ST ST	NB	NS	241
21	HOLMES AVE	62ND ST	NB	NS	241
22	FLORENCE AVE	WILSON AVE W/O	EB		241
23	HOLMES AVE	71ST ST	SB	FS	241
24	HOOPER AVE	83RD ST	SB	FS	241
25	WILMINGTON AVE	118TH ST	ES		241
26	WILMINGTON AVE	105 FWY EAST ON-RAMP	ES		241
27	WILMINGTON AVE	S/O METRO ENTRANCE	ES		241
28	WILMINGTON AVE	UNDER IMPERIAL HWY RAMP NEXT TO METRO PARKING	ES		241
29	WILMINGTON AVE	N/O 105 FWY EAST ON-RAMP	WS		241
30	WILMINGTON AVE	N/O 118TH ST	WS		241
31	WILMINGTON AVE	S/O 118TH ST	WS		241
32	WILMINGTON AVE	126TH ST	NS		241
33	WILMINGTON AVE	126TH ST		FS	241
34	WILMINGTON AVE	120TH ST		NS	241
35	WILMINGTON AVE	120TH ST		FS	241
36	WILMINGTON AVE	118TH ST		FS	241
37	WILMINGTON AVE	105 FWY ENTRANCE		FS	241
38	WILMINGTON AVE	105 FWY ENTRANCE		NS	241
39	WILMINGTON AVE	118TH ST		NS	241
40	WILMINGTON AVE	MEDICAL CENTER ENTRANCE			241
41	WILMINGTON AVE	124TH ST		NS	241
42	WILMINGTON AVE	126TH ST		NS	241
43	WILMINGTON AVE	126TH ST		FS	241

FIRESTONE GARBAGE DISPOSAL DISTRICT
PUBLIC CURBSIDE RECEPTACLES

44	FLORENCE AVE	WHITSETT AVE		NS	241
45	FLORENCE AVE	ALAMEDA AVE		NS	241
46	FLORENCE AVE	GRAHAM AVE		FS	241
47	FLORENCE AVE	60 FT W/O BLUS LINE			241
48	FLORENCE AVE	100 FT W/O BLUE LINE			241
49	FLORENCE AVE	135 FT W/O BLUE LINE			241
50	FLORENCE AVE	CONVERSE AVE		FS	241
51	FLORENCE AVE	95TH ST W/O CONVERSE AVE			241
52	FLORENCE AVE	195 FT W/O CONVERSE			241
53	FLORENCE AVE	120 FT W/O MIRAMONTE AVE			241
54	FLORENCE AVE	180 FT W/O MIRAMONTE AVE			241
55	FLORENCE AVE	215 FT W/O MIRAMONTE AVE			241
56	FLORENCE AVE	255 FT W/O MIRAMONTE AVE			241
57	FLORENCE AVE	MAKEE AVE		FS	241
58	FLORENCE AVE	120 FT W/O MAKEE AVE			241
59	FLORENCE AVE	270 FT W/O MAKEE AVE			241
60	FLORENCE AVE	230 FT W/O COMPTON AVE			241
61	FLORENCE AVE	410 FT W/O COMPTON AVE			241
62	FLORENCE AVE	PARMELEE AVE			241
63	FLORENCE AVE	35 FT W/O PARMELEE AVE			241
64	FLORENCE AVE	285 FT W/O PARMELEE AVE			241
65	FLORENCE AVE	320 FT W/O PARMELEE AVE			241
66	FLORENCE AVE	55 FT W/O MACE PL			241
67	FLORENCE AVE	HOOPER AVE		FS	241
68	FLORENCE AVE	180 FT W/O HOOPER AVE			241
69	FLORENCE AVE	280 FT W/O HOOPER AVE			241
70	FLORENCE AVE	400 FT W/O HOOPER AVE			241
71	FLORENCE AVE	475 FT W/O HOOPER AVE			241
72	FLORENCE AVE	620 FT W/O HOOPER AVE			241
73	FLORENCE AVE	700 FT W//O HOOPER AVE			241
74	FLORENCE AVE	740 FT W/O HOOPER AVE			241
75	FLORENCE AVE	870 FT W/O HOOPER AVE			241
76	FLORENCE AVE	1035 FT W/O HOOPER AVE			241
77	FLORENCE AVE	CENTRAL AVE		NS	241
78	FLORENCE AVE	115 FT E/O CENTRAL AVE			241
79	FLORENCE AVE	200 FT E/O CENTRAL AVE			241
80	FLORENCE AVE	240 FT E/O CENTRAL AVE			241
81	FLORENCE AVE	410 FT E/O CENTRAL AVE			241
82	FLORENCE AVE	705 FT E/O CENTRAL AVE			241
83	FLORENCE AVE	915 FT E/O CENTRAL AVE			241
84	FLORENCE AVE	965 FT E/O CENTRAL AVE			241
85	FLORENCE AVE	1060 FT E/O CENTRAL AVE			241
86	FLORENCE AVE	1100 FT E/O CENTRAL AVE			241
87	FLORENCE AVE	MACE PL		FS	241
88	FLORENCE AVE	90 FT E/O MACE PL			241
89	FLORENCE AVE	130 FT E/O MACE PL			241
90	FLORENCE AVE	ELSIE ST		NS	241
91	FLORENCE AVE	ELSIE ST		FS	241

FIRESTONE GARBAGE DISPOSAL DISTRICT
PUBLIC CURBSIDE RECEPTACLES

92	FLORENCE AVE	PARMELLE ST		NS	241
93	FLORENCE AVE	230 FT E/O PARMELEE ST			241
94	FLORENCE AVE	355 FT E/O PARMELEE ST			241
95	FLORENCE AVE	400 FT E/O PARMELEE ST			241
96	FLORENCE AVE	COMPTON AVE		NS	241
97	FLORENCE AVE	COMPTON AVE		FS	241
98	FLORENCE AVE	205 FT E/O COMPTON AVE			241
99	FLORENCE AVE	240 FT W/O COMPTON AVE			241
100	FLORENCE AVE	OPPOSITE MAKEE AVE			241
101	FLORENCE AVE	100 FT E/O MAKEE AVE			241
102	FLORENCE AVE	150 FT E/O MAKEE			241
103	FLORENCE AVE	100 FT E/O MIRAMONTE BL			241
104	FLORENCE AVE	120 FT E/O MIRAMONTE BL			241
105	FLORENCE AVE	165 FT E/O MIRAMONTE BL			241
106	FLORENCE AVE	MAIE AVE		NS	241
107	FLORENCE AVE	MAIE AVE		FS	241
108	FLORENCE AVE	25 FT E/O CONVERSE AVE			241
109	FLORENCE AVE	70 FT E/O CONVERSE AVE			241
110	BROADWAY AVE	124TH ST			241
111	EL SEGUNDO BL	MAIN ST			241
112	EL SEGUNDO BL	BROADWAY AVE			241
113	MAIN ST	132ND ST			241
114	SAN PEDRO ST	139TH ST			241
115	FLORENCE AVE	WILSON AVE W/O	EB		241
116	FLORENCE AVE	WILSON AVE E/O	EB		241
117	FLORENCE AVE	CROCKETT BLVD W/O	EB		241
118	FLORENCE AVE	CROCKETT BLVD E/O	EB		241
119	FLORENCE AVE	WILSON AVE W/O	WB		241
120	FLORENCE AVE	BELL AVE W/O	WB		241
121	FLORENCE AVE	WILMINGTON AVE E/O	WB		241
122	FLORENCE AVE	WILMINGTON AVE W/O	WB		241
123	FLORENCE AVE	GRAHAM ST E/O	WB		241
124	119th	WILLOWBROOK AVE.	NW		241
125	119th	WILMINGTON AVE.	NE		241
126	120th	HOLMES AVE.			241

NB NORTH BOUND
SB SOUTH BOUND
EB EAST BOUND
WB WEST BOUND
NS NEAR SIDE
FS FAR SIDE
ES EAST SIDE
WS WEST SIDE
WO WEST OF
EO EAST OF

16.C.3.2 Walnut Park Garbage Disposal District

No.	STREET	LOCATION
1	IN FRONT OF 2200 E FLORENCE AV	EB FLORENCE AV FS ROSEBERRY AV
2	IN FRONT OF 2218 E FLORENCE AV	EB FLORENCE AV 60 FT E/O ROSEBERRY AV
3	IN FRONT OF 2230 E FLORENCE AV	EB FLORENCE AV NS MARBRISA AV
4	IN FRONT OF 2302 E FLORENCE AV (2 receptacles)	EB FLORENCE AV FS MARBRISA AV
5	BUS STOP W/ BENCH; IN FRONT OF 2322 E FLORENCE AV	EB FLORENCE AV 160 FT E/O MARBRISA AV
6	SE CORNER FLORENCE AV & SANTA FE AV	EB FLORENCE AV FS SANTA FE AV
7	IN FRONT OF 2460 E FLORENCE AV	EB FLORENCE AV 80 FT E/O MIDDLETON ST
8	IN FRONT OF 2466 E FLORENCE AV	EB FLORENCE AV 130 FT E/O MIDDLETON ST
9	IN FRONT OF 2466 E FLORENCE AV	EB FLORENCE AV 160 FT E/O MIDDLETON ST
10	IN FRONT OF 2490 E FLORENCE AV	EB FLORENCE AV NS MALABAR ST
11	IN FRONT OF 2500 E FLORENCE AV	EB FLORENCE AV FS MALABAR ST
12	SW CORNER FLORENCE AV & PACIFIC BL	EB FLORENCE AV NS PACIFIC BL
13	BUS STOP (?) (BUS PAD); SE CORNER FLORENCE AV & PACIFIC BL	EB FLORENCE AV FS PACIFIC BL
14	BUS STOP (?) (BUS PAD); IN FRONT OF 2610 E FLORENCE AV	EB FLORENCE AV 45 FT E/O PACIFIC BL
15	BUS STOP (?) (BUS PAD); IN FRONT OF 2612 E FLORENCE AV	EB FLORENCE AV 65 FT E/O PACIFIC BL
16	BUS STOP; IN FRONT OF 2648 E FLORENCE AV	EB FLORENCE AV FS RITA AV
17	BUS STOP; IN FRONT OF 2690 E FLORENCE AV	EB FLORENCE AV 45 FT W/O SEVILLE AV
18	SW CORNER FLORENCE AV & SEVILLE AV	EB FLORENCE AV NS SEVILLE AV
19	SE CORNER FLORENCE AV & SEVILLE AV	EB FLORENCE AV FS SEVILLE AV
20	IN FRONT OF 2700 E FLORENCE AV	EB FLORENCE AV 60 FT E/O SEVILLE AV
21	IN FRONT OF 2716 E FLORENCE AV	EB FLORENCE AV 50 FT E/O STAFFORD AV
22	IN FRONT OF 2766 E FLORENCE AV	EB FLORENCE AV 35 FT W/O TEMPLETON ST
23	IN FRONT OF 2800 E FLORENCE AV	EB FLORENCE AV FS TEMPLETON ST
24	IN FRONT OF 2808 E FLORENCE AV (2 receptacles)	EB FLORENCE AV FS TEMPLETON ST
25	IN FRONT OF 2828 E FLORENCE AV	EB FLORENCE AV NS MILES AV
26	IN FRONT OF 2802 FLORENCE AV	EB FLORENCE AV FS PACIFIC BL
27	IN FRONT OF 2610 FLORENCE AV	EB FLORENCE AV VFS PACIFIC BL
28	IN FRONT OF 2688 FLORENCE AV	EB FLORENCE AV NS SEVILLE AV
29	BUS STOP	NB SANTA FE ST FS BROADWAY
30	N/W CORNER OF SANTA FE & NADEAU ST	SB SANTA FE ST NS NADEAU ST
31	BUS STOP S/E CORNER OF SEVILLE AVE & BROADWAY	NB SEVILLE AV NS BROADWAY
32	FLORENCE AVE	S/E CORNER OF ALAMEDA
33	EB FLORENCE AVE	50 FT W/O MOUNTAIN VIEW

Item 16.C.6 - Tonnages *

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2016			Annual Clean-Up Tonnage in 2016	Abandoned Waste Tonnage in 2016
	Refuse **	Recyclables	Green Waste		
Athens	17,984	942	1,949	118	1,649

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2017			Annual Clean-Up Tonnage in 2017	Abandoned Waste Tonnage in 2017
	Refuse **	Recyclables	Green Waste		
Athens	27,278	821	2,317	147	1,714

Name of Garbage Disposal District	Solid Waste (in tons) Collected YTD November 2018			Annual Clean-Up Tonnage in 2018	Abandoned Waste Tonnage in 2018
	Refuse **	Recyclables	Green Waste		
Athens	21,276	795	666	157	363

* The information contained in this table was reported by the current waste hauler. 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.

Item 16.C.6 - Tonnages *

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2016			Annual Clean-Up Tonnage in 2016	Abandoned Waste Tonnage in 2016
	Refuse **	Recyclables	Green Waste		
Florence/Firestone/Willowbrook	57,173	7,184	8,596	329	Not Available
Walnut Park	9,134	1,183	1,295	28	Not Available

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2017			Annual Clean-Up Tonnage in 2017	Abandoned Waste Tonnage in 2017
	Refuse **	Recyclables	Green Waste		
Florence/Firestone/Willowbrook	60,989	7,667	8,829	360	5,658
Walnut Park	9,138	1,162	1,689	54	3,541

Name of Garbage Disposal District	Solid Waste (in tons) Collected YTD November 2018			Annual Clean-Up Tonnage in 2018	Abandoned Waste Tonnage in 2018
	Refuse **	Recyclables	Green Waste		
Florence/Firestone/Willowbrook	55,032	4,903	7,476	486	4,133
Walnut Park	8,869	1,200	1,498	65	1,555

* The information contained in this table was reported by the current waste hauler. 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.

Item 16.C.8 Parcels

ASSESSOR PARCELS AND REFUSE UNITS
ATHENS/WOODCREST/OLIVITA
GARBAGE DISPOSAL DISTRICT
FISCAL YEAR 2018-19

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	4,559	4,559
Vacant Land	114	114
2 Units	953	1,906
3 Units	451	1353
4 Units	292	1168
5 or More Units	407	3,641
Rooming Houses	0	0
Mobile Home Parks	0	0
Commercial	247	974
Industrial	47	132
Recreational	5	25
Churches/Colleges/Others	39	39
TOTAL	**7,114**	**13,911**

* Data based on Assessor's Use Code summary.
** Based on the Assessor's Land Use Code.

16.C.8 Parcels
16.C.8.1 Florence/Firestone/Willowbrook Garbage Disposal District

ASSESSOR PARCELS AND REFUSE UNITS
FISCAL YEAR 2018-19

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	13,252	13,252
Vacant Land	301	233
2 Units	3,038	6,076
3 Units	725	2,175
4 Units	359	1,436
5 or More Units	312	3,053
Rooming Houses	4	20
Mobile Home Parks	5	25
Commercial	788	2628
Industrial	411	1456
Recreational	3	15
Churches/Colleges/Others	113	110
TOTAL	**19,311**	**30,479**

* Data based on Assessor's Use Code summary.
** Based on the Assessor's Land Use Code.

16.C.8.2 Walnut Park Garbage Disposal District

ASSESSOR PARCELS AND REFUSE UNITS
FISCAL YEAR 2018-19

Parcel Use	No. of Parcels*	Total Refuse Unit**
Single Family	2,072	2,072
Vacant Land	38	24
2 Units	327	654
3 Units	110	330
4 Units	63	252
5 or More Units	49	344
Rooming Houses	0	0
Mobile Home Parks	1	5
Commercial	181	687
Industrial	31	99
Recreational	0	0
Churches/Colleges/Others	2	2
TOTAL	**2,874**	**4,469**

* Data based on Assessor's Use Code summary.
** Based on the Assessor's Land Use Code.

Item 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)

Item 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 3:00 p.m. today, please contact our customer service department at (Waste Hauler Telephone Number) and we will return and collect today at no charge.

SAMPLE

Item 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 Years 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 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.

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 = XXX lbs., 64 gallon cart = XXX lbs., 32 gallon cart = XXX 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 2 passenger car or pickup truck tires, and certain electronic devices free of charge. We will collect construction and demolition debris only if they are in up to two bags, containers, or bundles each weighing 70 pounds. 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 pick-up, 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 5pm 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 253-2552).

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

SAMPLE

Item 16.D.4.a – Residential Service Brochure

HOLIDAY TREE COLLECTION
Collection of holiday trees (i.e., Christmas trees, Hanukkah bush, etc.) from the curb on regularly scheduled collection day.

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 curb.

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.

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.

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.

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.

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.

WHO TO CONTACT

WASTE HAULER

For service questions or requests:

Please contact your waste hauler.

PUBLIC WORKS

For general or environmental questions or for customer service complaints:

1(888) CleanLA or www.CleanLA.com

A Guide to Trash Service

Residential Trash and Recyclables Program

Unincorporated Los Angeles County Communities

BASIC SERVICES INCLUDED

WASTE COLLECTION
Automated collection of trash, recyclables, and organics each week on a regular collection day(s).

CARTS
Set of one 64 gallon black, one 96 gallon blue, and one 96 gallon green cart are provided.

EXTRA CARTS AT NO ADDITIONAL CHARGE
Upon request, One additional 96 gallon blue and/or one additional 96 gallon green carts.

ALTERNATIVE SIZE CARTS
Upon request, if you have space limitations, you may receive either 64 or 32 gallon carts.

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.

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.

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.

Black Cart is for Trash

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.

DO NOT place the following materials in the black carts:

- Batteries
- Construction and Demolition Debris
- Electronic Waste
- Fluorescent Bulbs
- Green Waste
- Infectious Waste
- Oil
- Paint
- Pesticides
- Recyclables
- Tires

For information on proper disposal of household hazardous waste, please call 1(888) Clean LA or visit the County's website at www.CleanLA.com.

Blue Cart is for Recyclables

Your BLUE cart is for recyclables. One additional Recyclable cart is available upon request, at no additional charge.

Recyclable items include:

- 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

REMINDER: Please do not put trash in the Blue or Green carts

Green Cart is for Green Waste

Your GREEN cart is to be used for green waste materials only. Please do not place bagged green waste in the green cart.

Green waste items include:

- Branches
- Brush
- Grass clippings
- Leaves
- Tree trimmings

DO NOT place the following materials in the black carts:

- Animal waste
- Cactus
- Construction debris
- Garbage
- Palm fronds
- Palm tree trimmings
- Plastic or paper bags

FREQUENTLY ASKED QUESTIONS

Who do I call to request services such as bulky item collection or replacement of damaged carts?

All service requests, including replacement of damaged carts, must be made directly with the waste hauler.

What happens if my waste hauler mixes my recyclable materials with the trash?

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.

Who can I call if I have a complaint about the trash collection services I receive?

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.

How will the County ensure the residents receive quality service from the hauler?

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.

Item 16.D.4.b – Multifamily Service Brochure

Request a Consultation
Solicite una Consulta

We offer FREE on-site evaluations aimed at increasing recycling and reducing waste generated on your premises. The visit will help customize recycling and containers to meet your needs.

Ofrecemos GRATIS una visita a sus instalaciones para determinar cómo puede reciclar más y reducir la basura que genera. Durante la visita también identificaremos el programa de reciclaje y los carritos o contenedores de basura más adecuados a sus necesidades.

Important Notice! *If you do not use Republic Services as your trash collection provider, you could be incurring an additional and unnecessary expense since trash collection services required by the County of Los Angeles in your Garbage Disposal District are paid for by the property owner as a service fee charge on the parcel's property tax bill. Please also note the County does not provide service fee reimbursements to property owners who choose to receive services from a different waste hauler. Please call 800 299 4898 for further information or assistance.*

Aviso importante: Si usted no ocupa a Republic Services como su proveedor para el servicio de la colecta de basura, es posible que esté incurriendo un gasto adicional e innecesario ya que los servicios de colecta de basura requeridos por el Condado de Los Angeles en su distrito de desecho de basura son cubiertos por el dueño de la propiedad como un cargo por cuota de servicio incluidos en la factura de los impuestos de la propiedad. Por favor tenga en cuenta que el Condado no da reembolsos a los dueños de propiedades que eligen recibir los servicios de un proveedor diferente. Por favor llame al 800-299-4898 para recibir más información o ayuda.

To request containers, services, bulky item pick up, or consultation, contact:

Para solicitar carritos de basura, servicios, recolección de artículos grandes o una visita a sus instalaciones, por favor llame al:

Customer Service
Departamento de Servicio al Cliente

REPUBLIC SERVICES 800-299-4898

site.republicServices.com/site/los-angeles-ca

reduce waste and increase recycling

Como el proveedor del servicio para la recolección de su basura, estamos listos para atender sus necesidades para el desecho de la basura y el reciclaje. Lea este panfleto acerca de nuestros servicios y acerca de la nueva ley de estado sobre el reciclaje obligatorio.

As your waste hauler, we are ready to meet your trash and recycling needs. Read this brochure about our services and the new state mandatory recycling law.

REPUBLIC SERVICES
12349 Telegraph Rd.
Santa Fe Springs, CA 90670

MULTI-FAMILY RECYCLING SERVICES

for Multi-Family units within the Belvedere Garbage Disposal District.

para unidades de multi-familiares dentro del Distrito de Desecho de Basura de Belvedere.

REPUBLIC SERVICES

800-299-4898

site.republicServices/site/los-angeles-ca.com

The Law States:
La Ley Estipula:

To conserve diminishing landfill space and natural resources, California adopted Assembly Bill 341, which sets a Statewide recycling goal of 75% and mandates recycling in the commercial sector. Effective July 1, 2012, businesses that produce at least 4 cubic yards of trash a week must participate in recycling through one of the following:

- Subscribe to service that collects recyclables separately
- Send materials to a mixed waste processing facility that diverts recyclables
- Self-haul your own recyclables

Para ahorrar espacio en los vertederos y conservar recursos naturales, California ha aprobado la propuesta de la asamblea 341, la cual establece una meta a lo largo del estado de reciclaje del 75% para el sector comercial. A partir del primero, de julio del 2012, todas las unidades, multi familiares (de más de cinco unidades) deben contar con un programa de reciclaje a través de una de estas opciones:

- *Contratar un servicio que recoge reciclables por separado*
- *Enviar los reciclables a una empresa que acepte basura mezclada y separe los reciclables, o*
- *Transportar sus propios reciclables*

Our services include:
Nuestros servicios incluyen:

- Trash collection
  Recolección de basura
- FREE recyclables collection
  Recolección GRATIS de reciclables
- Recycling containers
  Carritos para los reciclables
- Site visit consultation
  Visitas a sus instalaciones
- Recycling guides
  Guías para el reciclaje
- Bin Exchanges

What Items Are Recyclable?

Yes

- Plastic (#1-7)
  Plásticos (#1-7)
- Glass bottles
  Botellas de vidrio
- Aluminum & steel cans
  Latas de aluminio y hojalata
- White & colored paper
  Papel blanco y de colores
- Newspapers, Magazines, catalogs
  Periódicos, Revistas, catálogos
- Paperboard, card board
  Cartulinas, cartoncillos
- Junk mail, envelopes
  Publicidad postal, sobres

No

- Waxed paper cups
  Vasos de papel encerado
- Styrofoam
  Productos de Unicel
- Plant material
  Plantas y similares
- Waxed cardboard
  Cartoncillos de papel encerado
- Plastic binders
  Carpetas de plástico
- Carbon paper
  Papel carbón
- Food wrappers
  Envolturas para comida
- Paper towels
  Toallas de papel
- Photographs
  Fotografías
- Hazardous waste
  Basura tóxica del hogar

Why recycle?
¿Por qué reciclar?

- It conserves natural resources and landfill space
  Para ahorrar espacio en los vertederos y conservar recursos naturales
- It protects the environment
  Para proteger el medio ambiente
- It is *mandatory* for multi-family dwellings (5 or more units)
  Porque es obligatorio para unidades multi-familiares (de 5 o más unidades)

Available container sizes
Tamaños de contenedores disponibles

As a Belvedere GDD customer, you are entitled to free recycling collection based on your parcel size and refuse unit allotment.

Por ser cliente de GDD Belvedere, tiene derecho a una colecta gratis de reciclajes de acuerdo al tamaño de su parcela y a la unidad de desecho designado.

1-3 cubic yard containers
1-3 contenedores yardas cúbicas

OR

96-gallon carts when space is tight
carritos de 96 galones cuando el espacio es limitado

If you have any questions please contact:
Si usted tiene alguna pregunta, por favor comuníquese:

800-299-4898

Item 16.D.4.c – Commercial Service Brochure

SERVICES INCLUDED

All commercial properties in the Garbage Disposal District are entitled to the weekly services below. Contact your waste hauler for any questions.

WASTE COLLECTION
Collection of trash, green waste and recyclables each week on a regular collection day(s).

TRASH CARTS OR DUMPSTERS
Dumpsters or sets of plastic carts, in appropriate sizes and quantities, are provided based on property land use codes.

BULKY ITEM PICK-UP
Bulky items (i.e., refrigerators, couches, etc.) generated onsite and set curbside.

ELECTRONICS COLLECTION
Old electronics (i.e., computers, monitors, copiers) set curbside.

CONSTRUCTION DEBRIS
Up to 60 pounds of construction and demolition debris generated onsite and set curbside.

PUBLIC RECEPTACLES
Routine collection of discards in curbside public receptacles twice a day, six days a week.

SIDEWALKS, PARKWAYS, & ALLEYS
Routine removal of abandoned waste and sweeping of alleys.

OTHER SERVICES
Include mulch and compost giveaways, electronics and clothing drop-off events, collection of holiday trees following Christmas, and biannual site visit to review waste disposal practices.

WHO TO CONTACT

WASTE HAULER

For service questions or requests:

Please contact your waste hauler.

PUBLIC WORKS

For general or environmental questions or for customer service complaints:

(888) CleanLA or CleanLA.com

County of Los Angeles
Department of Public Works
Environmental Programs Division
900 S. Fremont Ave.
Alhambra, CA 91803

www.CleanLA.com
@CleanLA

Enrich lives through effective and caring service

A Guide to Trash Service for your Business

Garbage Disposal Districts

Garbage Disposal Districts

The Garbage Disposal District is an area within the unincorporated County of Los Angeles where an allocated level of trash, recycling, and green waste collection and other services are provided to residents and businesses by a private waste hauler who contracts with the County of Los Angeles.

The Department of Public Works, Environmental Programs Division oversees the contract.

All property owners in a GDD are enrolled for services and assessed on their annual property tax bill.

The level service and the amount charged is based on the land use codes assigned to the property by the County of Los Angeles Office of the Assessor. See the table for a list of property types and the allocated trash service.

Any extras beyond the allocated service is arranged with and paid to the waste hauler.

Container Sizes

Businesses may use metal dumpsters, often 2 or 3 cubic yards in capacity, or sets of 96-gallon carts in equivalent capacity (limited to available sizes).

Frequency

Businesses receive collection service once per week except:

- Properties with 2.5 cubic yards or more of service are entitled to receive collection service twice a week.
- Properties classified by the Assessor as Commercial food establishments are entitled to daily collection service of waste, excluding Sundays and holidays.

Multiple Businesses on 1 Property

If there are multiple businesses on one property, the specific business type may be different from the assigned property land use code (i.e. a restaurant in a shopping center) and the property owner/ property management company should contact Public Works to verify the allocated level of trash service.

FREQUENTLY ASKED QUESTIONS

What is the current service rate?
Since 2007, charges for waste collection services in the Garbage Disposal Districts have remained constant. Please refer to your annual tax bill for the amount.

How were service levels determined?
Service levels assigned to parcels are based on the type of land use, according to the Office of the Assessor's data. They are based on the classification of a particular property (e.g., restaurant, store, or shopping center).

Can I use another hauler?
Yes, you are not required to use collection services provided through the district. However, no refunds are available for the charges collected on the property tax bill for the property owner's choice of haulers or non-use of the allocated GDD services.

Can my restaurant get daily service?
Yes, but if the property's land use code by the Office of the Assessor is not listed as a restaurant, you are not paying for daily service on the taxes and therefore it is considered an additional service.

My business is in the GDD. Can I get trash service for free?
Maybe. The GDD trash service is provided to all property owners, not all business owners. You must speak to the property owner. Also, basic trash service is determined by land use codes, not what business is operating and there may be discrepancies.

Can I get more trash service?
Sure, but there will be a service charge for additional service (larger capacity or increased frequency) beyond the allocated service assessment paid for on the property tax bill. Please refer to the allocation table of services.

Item 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)

Other Discounts Available to Qualifying Customers:

5% Smarte-Club Discount for residents who register to receive service information, billing, and make service requests electronically through (WASTE HAULER NAME)'s website at (WEBSITE ADDRESS). Residents who register must waive to receive these materials by mail and must be a member during an entire, applicable billing quarter to receive this discount.

15% Small Generator Discount for residents who use only one 32-gallon container for trash. This discount cannot be combined with the Senior Discount.

Residential Bin Rentals (3 YD) and Temporary Roll-Off Services: Available upon request by calling our customer service department at 1-800-266-7551.

SAMPLE

Item 16.E.1 – Form C

FORM C

MONTHLY
DISPOSAL QUANTITY REPORTING
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
For Use by Solid Waste Enterprises/Recyclers/Waste Haulers

Hauling Company Name: _____

Facility Address: _____

_____

Phone No.: (_____) _____

Facility Contact Person (Print): _____

Signature: _____

Hauling Company Waste Collection Permit No.: _____
(Issued by L.A. County Dept. of Health Services)

Reporting Period (Month / Year): _____ / _____

If the company doesn't have a Waste Collector Permit, please explain: _____

	Residences	Multi-Family	Businesses
Total Number Served by Refuse Collection:			
Total Number Participating in Recycling Program:			
Total Number Participating in Green Waste Program:			

ALL QUANTITIES MUST BE REPORTED IN TONS

Name of Unincorporated Community or GDD or Residential Franchise Area	Type of Load (Residential, Commercial, or Multi-Family)	Total Quantities Collected	Quantities Electronic Waste		Quantities Diverted (Recycled/Reused/Beneficial Use)																									Quantities Sent to Solid Waste Facility	
					Bulky Items				C & D Debris		Glass		Metal			Other Organics			Paper				Plastic			Yard Waste						
			CEW / CRT	Other	Furniture (Chairs, Sofas, Mattresses, Etc.)	Tires (Passenger Tires)	White Goods	Other	Inert Solids (Concrete, Brick, Sand)	Mixed Debris (Wood, Drywall, Roof Shingles, Etc.)	CA Redemption Value Glass	Other Recyclable Glass	Aluminum Cans	Bi-Metal Containers and Tin Cans	Non-Ferrous Metals	Food Wastes	Manure	Tires, Textiles, and Rubber Products	Corrugated Cardboard	High Grade Ledger	Mixed Paper	Newspaper	High Density Polyethylene (HDPE)	Polyethylene Terephthalate (PET)	Other Plastic	Green Waste	Holiday Tree	Special Waste	Mixed Recyclables	Commingled or Disposal	Solid Waste Facility Utilized
Monthly Total:																															

Recycling Facilities Utilized for Quantities Diverted: _____

_____

Notes:

1. The Form must be used by solid waste enterprises/waste haulers operating in Los Angeles County to quantify the amount of solid waste and recyclable material collected from customers in the Los Angeles County.
2. No later than one month after the end of a reporting period (a calendar month), complete this form and forward to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, CA 91802-1460; 1-800-520-1775
3. A copy of this form and all data used to complete this form must be retained by the facility owner/operator for a period of three years, and shall be made available for review during business hours.
4. C & D denotes Construction and Demolition Debris.
5. CEW denotes Covered Electronic Waste; CRT denotes Cathode Ray Tube.
6. Special Waste denotes material types such as asbestos, auto bodies, auto shredder waste, household hazardous waste and containers, industrial sludge, and sewage sludge.

DPW FORM C 03/2012

Page _____ of _____

Item 16.E.2 – Form L

CUSTOMER SERVICE CALL LOG
For Los Angeles County Unincorporated Areas
For Use by Residential Franchise/Garbage Disposal District/Commercial Trash Collection Franchise Waste Haulers

FORM L

Waste Hauler Name*: _____

Waste Hauler Address: _____

_____

Contract Type*: _____

Residential Franchise Area / Garbage Disposal District Name: _____

Reporting Period*: _____

Contact Person: _____

Phone No.: _____

Site Address			Date of Call* (MM/DD/YYYY)	Time of Call* (HH:MM)	Customer Information			Nature of Call* (Use Codes Listed Below)	Issue/Complaint*	Call Taken By*	Date of Resolution* (MM/DD/YYYY)	Resolution/Action Taken*
Street Number*	Street Address*	Zip Code*			Account Number*	Customer Name*	Phone Number					

* - Required field
C. Required field for Commercial/Trash Collection Franchise Waste Haulers only.
‡ Required Fields - Use Codes for Nature of Call: A - Billing Inquiries and Disputes, B - Complaints, C - Property Damage, D - E-Waste Removal Request, E - General Info, F - Bulky Items Removal Request, G - Collections: Missed Collections, and Related Issues, H - Container Related
I - Message From Driver/Supervisor, J - Service Cancellation/Termination Issues

Page: _____ of _____

NOTE: Examples for **General Info** include service related requests such as for Sharps containers, roll-out service, etc. Examples for **Message From Driver/Supervisor** include calls regarding discrepancies about a bulky item pick up scheduled and driver did not see any bulky items when arriving at the scene

DPW FORM L 03/2014

Item 16.E.3 - Form T

FORM T

Monthly
SOLID WASTE COLLECTION (TASK 2) FORM
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
For Use by Residential Franchise/Garbage Disposal District Waste Haulers

Hauling Company Name: _____

Reporting Period (Month / Year): _____

Facility Address: _____

_____

Phone No.: (_____) _____

Signature: _____

GDD or Residential Franchise Area	Trash/Bulky Items (Tons)			E-Waste (Tons)			Tires (Tons)			Grand Total Disposed	Grand Total Diverted	Grand Total Collected	Public Receptacles (Total Tons Collected)	Mattresses (Total Quantities Collected)
	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected	Disposed	Diverted	Total Collected					
Total														
Facility Materials Taken To:														
Disposed														
Diversion														

Item 16.E.4 – Form V

Waste Hauler Vehicle List

Annual survey for reporting Waste Hauler fleet vehicles (Annually, or as needed)

Vehicle Make*	Vehicle Type* (Front Loader, Rear Loader, Side Loader, Roll-Off, or Other)	Year of Vehicle*	Fuel Type* (CNG, diesel, etc.)	Vehicle Number OR Assigned County Decal Number*	Vehicle License Number* (If new, put "no plate at this time")	Vehicle Identification Number (VIN)	Vehicle Frequency (Full-time, Part-time, or spare)	Capacity (Tons)	Type of Material Collected*	Vehicle's Storage* Yard	Comments

* Under the "Type of Material Collected" column, dropdown options with slashes indicate that materials were collected in separate loads.