

**AMENDMENT 3 TO CONTRACT NO. 003228**

**EXCLUSIVE RESIDENTIAL FRANCHISE AGREEMENT FOR THE AREA OF  
WEST WHITTIER**

THIS AMENDMENT, made and entered into this 15th day of June, 2021, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and UNIVERSAL WASTE SYSTEMS, INC., a California corporation, located at 9016 Norwalk Boulevard, Santa Fe Springs, California 90670 (hereinafter referred to as CONTRACTOR).

**WITNESSETH**

WHEREAS, on July 1, 2014, the Board of Supervisors (Board) awarded CONTRACT No.003228 CONTRACTOR , to provide refuse, green waste, and recyclables collection services to residential properties in the unincorporated area of West Whittier for a period of seven years with three 1-year renewal options to be exercised in the sole discretion of the County, commencing on November 1, 2014, for an aggregate potential term of 10 years; the Board further authorized the Director of Public Works or his designee to approve and execute amendments to the CONTRACT to incorporate necessary changes within the CONTRACT services and specifications; and

WHEREAS, on May 19, 2020, the Board delegated authority to the Director of Public Works or his designee to execute amendments to the CONTRACT to address various market and legislative changes affecting the solid waste collection industry, including but not limited to: (1) increasing the Monthly Rate per Customer for Task 1 Customer Services up to 30 percent; (2) authorizing the County to direct the CONTRACTOR to take solid waste to one of the facilities specified by the County for the purposes of increasing diversion. CONTRACT No. 003228 was amended on December 29, 2020 to adjust the rate and modify the flow control provisions;

WHEREAS, CONTRACT No. 003228 is currently in the seventh year of its initial contract term;

WHEREAS, COUNTY desires to include a provision in the contract that will allow the annual rate adjustment to account for changes in the recyclables market;

WHEREAS CONTRACTOR is to complete Enclosure A, Attachment 2.1 Rate Schedule to indicate the revised rates for Customer Service Task 1 and County Service Task 2 with rates effective July 1, 2021 except for the two rates listed as Monthly Rate for Basic Services (January 1, 2022), to provide Senate Bill 1383 compliant services;

WHEREAS the terms CONTRACTOR and FRANCHISEE shall mean the same and be used interchangeably;

WHEREAS, DIRECTOR shall have the final word in clarifying any reference discrepancies, such as when AMENDMENT refers to the incorrect or missing item;

NOW, THEREFORE, in consideration of these facts, the COUNTY and the CONTRACTOR agree that Contract No. 003228 between them shall be amended as follows:

FIRST: Section 1, item A, Grant of Franchise, page 4, second paragraph, is deleted in its entirety and replaced with the following:

**Grant of Exclusive Franchise for Collection in Carts at Residential Premises. COUNTY grants to FRANCHISEE and FRANCHISEE accepts the exclusive right and privilege together with the obligation to provide franchise services, by making independent arrangements with Residential Customers, with respect to solid waste discarded in Carts at Residential Premises and within the Service Area.**

SECOND: Section 1, item B, Exclusion from Franchise, page 5, the following items are added:

7. **Collection from Commercial and Multifamily Premises.** This CONTRACT excludes the right and privilege to Collect from Commercial Premises and Multifamily Premises with five or more units.
8. **Collection of Solid Waste in Dumpsters.** This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste in Dumpsters, excluding Manure-only Dumpsters. Persons may arrange with the COUNTY Authorized Commercial Waste Hauler to provide MSW Management Services for Manure in Dumpsters. Persons may have Carts with exclusive Collection services from CONTRACTOR and have a Manure Dumpster with service from another waste hauler.

THIRD: Section 1, item C. Exclusions from Exclusivity, on page 5, is added after B. Exclusion from Franchise:

### **C. Exclusions from Exclusivity**

The following Collection services must be offered with the Service Area but a similar service may be offered by another authorized waste hauler, COUNTY, or other provider.

1. **County Services – Abandoned Waste and Litter Collection Services.** This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to Collect Abandoned Waste or empty public receptacles.
2. **Emergency Services.** This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise,

other waste haulers may be requested to provide Solid Waste services within this Service Area.

**3. Single-Pass Accounts.** This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services.

**4. Certain Organic Waste Collection**

**a. *Micro-Haulers***

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

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

**b. *Onsite Management***

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

**c. *Manure***

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

**D. Definition of Rights.** FRANCHISEE acknowledges having received a timely notice from COUNTY under California Public Resources Code Section 49520 before entering into this AGREEMENT, which notice precludes FRANCHISEE from asserting the right to continue to provide MSW Management Services in the Service Area without a Franchise Agreement as may be required by COUNTY, now or in the future.

FRANCHISEE further acknowledges that the signing of this AGREEMENT does not confer on FRANCHISEE any rights under California Public Resources Code Section 49520 and that FRANCHISEE does not have the right to make any

claim under California Public Resources Code Section 49520 but only under the terms of this AGREEMENT. Notwithstanding the foregoing, in accordance with California Public Resources Code Section 49523, COUNTY and FRANCHISEE agree, based on the mutually satisfactory terms of providing Franchise Services set forth in this AGREEMENT and receipt of compensation therefore, that FRANCHISEE shall cease providing MSW Management Services in the Service Area on the Termination Date even if that Termination Date should occur before the expiration of the period described in California Public Resources Code Section 49520. FRANCHISEE'S agreement and acknowledgments in this AGREEMENT do not foreclose COUNTY from re-procuring agreements for MSW Management Services, including from FRANCHISEE, after termination of this AGREEMENT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

- E. Franchise Fee.** In consideration for this Franchise, FRANCHISEE shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. FRANCHISEE shall not separately identify the Franchise Fee in correspondence with Customers, including in Subscription Orders, bills, or invoices.

FOURTH: Section 16 Emergency Service, on pages 35 to 41, is deleted in its entirety and replaced with the following:

**A. COUNTY's Right to Provide Contract Services**

**1. Events**

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers Services in either of the following events, as determined by Director in its sole discretion:

**a. *CONTRACTOR does not collect and Dispose of Solid Waste for a Period of 48 Hours to Collect***

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

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

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

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion.

However, COUNTY may continue to provide those Contract Services until either of the following occurs:

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

**2. Notice**

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

**3. Stipulations**

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

**4. Rental and Other Compensation**

***a. Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 16 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs for the specific items set forth below:

**(1) Rental Fees**

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

(2) **Vehicles**

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

(3) **Personnel**

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

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in this section, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

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

If an event enumerated in items A1a or A1b in Section 16 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. Task 1 Customer Services - Response to Emergencies**

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local

emergency, Director may implement the following policies with written Notice regarding Task 1 Customer Services:

**1. No Stop Service**

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

**2. No Late Fees**

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

**3. Extended Payment Option**

CONTRACTOR shall allow Customers up to 12 months after an emergency is declared over to make monthly payments to debt incurred during the emergency. Not applicable to debt prior to the emergency.

**4. Adjustment of Existing Services**

Director shall consider implementing changes such as the following and will Notify CONTRACTOR if such changes are implemented:

- **Non-essential services suspended**
  - Annual Cleanup Events delayed
  - Compost/Mulch Giveaways delayed
  - Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required to speaking to a live customer service representative** may be extended but Director must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
  - Biweekly Green Waste
  - Biweekly Recyclables (residents stockpile and compact their containers to fit more)
  - Alternating weeks of Recyclables and Green Waste
  - Comingled Recyclables and/or Green Waste with Refuse

**5. Adjustment of Franchise Fees**

**a. *Debt Incurred During Emergency***

12 months after a Federal, State, or locally declared emergency, COUNTY will match the debt incurred as a result of Customers not

paying their bills during an emergency. CONTRACTOR must submit documentation to the satisfaction of the Director. Future Franchise Fees invoices will be adjusted by Director. For example, if the CONTRACTOR has \$100,000 in unpaid bills 12 months after an emergency, Director will reduce the Franchise Fee invoice by \$50,000. If CONTRACT will terminate prior to the 12 months, Director will consider an alternate timeline.

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

***b. Franchise Fee Payment Extension***

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

**C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, pandemics, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless specifically noted below.

**1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

**2. Offer Self-hauling of Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to directly transport and Dispose of their solid waste at said facility, 6 days per week. The CONTRACTOR shall further ensure that the facility only charges the Customer for disposal costs for quantities exceeding 300 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

### **3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.
- Post on social media.

### **4. Credit Policy for Missed Contract Services**

#### ***a. Missed Curbside Collection***

Since Occupant is expecting a Collection Service, CONTRACTOR shall automatically credit Customer for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR must credit Customer 2/13 of that quarter's fee toward the next quarter's fee. If only the Green Waste was missed, then CONTRACTOR would credit the fee associated with only Green Waste Collection and not the entire monthly fee.

#### ***b. Other Customer Services***

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

### **5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to offer

temporary drop-off locations for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike at a Solid Waste Facility, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation for any Occupant that is dropping off their waste.

## **6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

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

### **1. Cart Acquisition Contracts**

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

- Providing substitute service in accordance with its remedies under Section 17 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

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

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

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

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

### **2. Inventory**

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

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

### **3. Insurance**

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

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

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

FIFTH: Exhibit 3A, item B4, Vehicles, page 72, is deleted in its entirety and replaced with the following:

## **4. Vehicles**

### **A. General**

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

**B. Automation**

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

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

**C. Fuel/Power**

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

To assist COUNTY in complying with procurement requirements in SB 1383, CONTRACTOR must use Reasonable Business Efforts to utilize SB 1383 compliant RNG for a portion its fuel usage in its Collection fleet.

**D. Extra Vehicles**

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

**E. Maintenance**

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

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be

of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making noise, or exhibiting other significant issues identified by Director.

**F. Vehicle List**

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

**G. Vehicle Billboards**

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

**H. Company Name**

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

**I. Vehicle Monitoring**

In all Vehicles used for Collection of Task 1 or Task 2 Services, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and within 6 months of Director's request, at a minimum, a camera facing forward and a camera facing the Solid Waste as it falls into the Vehicle. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

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

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

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

CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g. between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

## **1. Video Equipment**

Video equipment and recording is only required upon Director request and is not required at the start of AMENDMENT. Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route.

CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as requested by Director.

### **a. Forward Facing Camera**

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

b. **Waste Collection Facing**

CONTRACTOR's automated Collection Vehicles shall be equipped with functioning, video recording equipment to validate Occupant compliance with County Disposal practices and applicable laws. Camera is to face forward on a front-loading Vehicle and toward the curb/passenger side for side-loading Vehicles. Video may be of interest to Director for use in conducting route reviews and contamination investigations required under SB 1383.

CONTRACTOR is to 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 or office staff reviewing recordings, looking for contamination and tag/mark each video for further investigation by Director. CONTRACTOR is to include a plan for Director's approval to accomplish this requirement within 60 calendar days of CONTRACT Execution.

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

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

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 30 calendar days or other duration approved by Director.

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

J. **Special Vehicles**

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

K. **Scales**

Within 6 months of Director's request, all Automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each

Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request. Scales are not required at the start of AMENDMENT.

**L. No Comingling of Abandoned Waste and Bulky Items**

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

SIXTH: Exhibit 3A, item C. Refuse Collection, Transportation, and Disposal, item D. Recyclables Collection, Transportation, Processing, and Diversion, and item E. Green Waste Collection, Transportation, Processing, and Diversion, pages 73 through 77 are deleted in their entirety and replaced with the following:

**C. Diversion**

**1. Divert Materials**

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

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility that is in Contractor Documentation in Exhibit 3D. CONTRACTOR may be directed to use facilities designated by Director, as provided in item L of Exhibit 3A.

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

**(1) Facility Designated in Exhibit 3D**

CONTRACTOR shall transport all Recyclables that it Collects to the Processing facility that it designates in Contractor Documentation in Exhibit 3D, such as a materials recovery facility. CONTRACTOR may be directed to use facilities designated by Director, as provided in item L of Exhibit 3A.

**(2) Facility Standards**

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

(3) E-Waste

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

**c. Organic Waste Transport and Processing**

(1) Facility Designated in Exhibit 3D

CONTRACTOR shall transport all Organic Waste (Green Waste and Food Waste) that it Collects from Green Waste Containers and/or Food Waste Containers to the Processing Facility that it designates in Contractor Documentation in Exhibit 3D. CONTRACTOR may be directed to use facilities designated by Director, as provided in item L of Exhibit 3A.

(2) SB 1383 Compliance

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

Contractor shall secure adequate, verifiable Organic Waste Diversion capacity to handle all of the Organic Waste that it collects in accordance with this agreement

**d. Manure Transport and Processing**

CONTRACTOR shall transport it to the Processing Facility that it designates in Contractor Documentation in Exhibit 3D.

**2. Reasonable Business Efforts to Divert**

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

**a. Bulky Items**

Bulky Items in accordance with item F2 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 F2 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:

***e. Reuse, as-is***

***f. Disassemble, for reuse or Recycling***

***g. Recycle***

***h. Conversion***

***i. Disposal***

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

**3. Source Separation and Organic Waste Diversion**

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

COUNTY intends to have Organic Waste Diverted from landfills at the start of this AMENDMENT. However, COUNTY reserves the right to either delay implementation, stop, or start Organic Waste Diversion at any time. Therefore, CONTRACTOR is to include amounts for Diversion and Disposal in Attachment 2.1, Rate Schedule, Task 1 Schedule of Prices.

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

The CONTRACTOR is required to do the following:

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

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 to look for contamination or reviewing the video later to detect such contamination.

- Upon finding Prohibited Container Contaminants, CONTRACTOR shall provide written notice to Occupants.
- CONTRACTOR'S written notice to Occupants shall include information regarding how to properly separate materials. The CONTRACTOR shall leave the written notice on the Container, on the door, or mailed to the generator so that generator receives the notice prior to the next Collection.
- CONTRACTOR shall provide to the Director a quarterly Report of number of Containers reviewed, number of violations noted or observed, the date the violations were noted/observed, and the location or route where the violations were noted/observed. For each location with an observed violation, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations to the Director.

- If a second consecutive violation is noted/observed, CONTRACTOR is to review that same location during the next scheduled Collection and report any violations.
- If a third consecutive violation is noted/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.

SEVENTH: Exhibit 3A, page 69, item B2d. Mulch and Compost Giveaway Program is deleted. Exhibit 3A, page 85, item L. Mulch and Compost Giveaway Program and item M. Director’s Fund, have been added with the below language after item K. Franchisee Commitments in Its Proposal to County for Procurement of This Agreement:

- L. Mulch and Compost Giveaway Program.** CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips) and Compost at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR must provide recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area, unless otherwise approved by Director.

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

(<https://www.cdffa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)

**1. *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.

**2. *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.

- M. 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 instead of from the Set-Out Site.

EIGHTH: Exhibit 3A2 Task 2 Abandoned Waste On-Call Collection Services, items A, B, C, and D on pages 86 to 92 are deleted in their entirety and replaced with the following:

**EXHIBIT 3A2 – Task 2 Services  
Abandoned Waste Collection Services And  
Public Receptacle Collection Services**

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

**1. Service Locations and Times.**

CONTRACTOR shall keep the Public Right-of-Way in the Service Area free of Abandoned Waste. The goal is to have any Abandoned Waste for as short of a time as possible, using Reasonable Business Efforts, but never more than seven calendar days. Items at the Set-Out Site shall be considered Bulky Items. CONTRACTOR shall do all the following as further provided under this subsection, unless Director otherwise requires:

**a. Monitor**

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

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

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

**b. Document**

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

Within 3 months of the start of CONTRACT services, CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and 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 3A, Sweep of the entire Service Area;
- By the end of the second Service Day after a request by Director or any Person, not including the day of the request;

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

**d. *Clean***

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

**2. Miscellaneous Requirements**

**a. *Alternative Vehicles***

If obstacles impede the progress of Refuse Collection Vehicle such as low, hanging wires; protruding vegetation; and leaning fences, CONTRACTOR shall use alternative Vehicles and equipment.

**b. *Unpermitted Wastes***

If CONTRACTOR identifies any Unpermitted Waste, CONTRACTOR shall immediately follow its Unpermitted Waste Protocol in accordance with item A of Section 6.

**c. *Very Large Items***

If CONTRACTOR identifies any item of Abandoned Waste that is too large or heavy to Collect by two workers in its Refuse Collection Vehicles, it may ask Director for Road Maintenance Division's help.

**d. *Comprehensive Service***

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

**3. No Longer Used**

#### **4. Abandoned Waste and Litter in Alleys**

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness.

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

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

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 300 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, Collecting and Disposal of Abandoned Waste as provided in item C of Section 10, 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 as provided 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 detectable from outside the receptacle once waste is removed and no visible spills, stains, markings, dust, or dirt on the inside or outside of the receptacles. At a minimum, receptacles are to be cleaned every two weeks. CONTRACTOR shall carry on each truck, rags and hand tools such as rakes, shovels, and brooms to aid with the clean-up of incidental litter and debris.

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.

#### ***c. Alternate Collection Frequency***

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

### **4. Other**

#### ***a. Adjustments to Quantity and Location***

In the event the quantities, and locations of the public curbside receptacles or the type of Solid Waste discarded (adding Recyclables) 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 3.1 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 300 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.

***b. Solar Refuse/Recyclables compactors***

Director reserves the right to replace the current public curbside receptacles with solar Refuse/Recyclables compactors. In the event the current receptacles are replaced, the cost for servicing and maintaining cleanliness of each compactor shall remain the same as the current cost for servicing each public curbside receptacle.

***c. Verification***

If the public receptacles have a service log sheet inside, CONTRACTOR must sign, date, and record the time of Collection service or indicate the receptacle was empty upon inspection and record when the receptacle was cleaned. Alternatively, Director may develop cloud-based smartphone software to verify Collection.

***d. Receptacle Locks***

CONTRACTOR shall keep all receptacles locked to prevent access by the public. Director shall furnish keys.

***e. Damaged Receptacles***

CONTRACTOR shall report damage to the receptacles within 48 hours of observing such damage. Damage includes but is not limited to missing components or malfunctioning parts. CONTRACTOR shall not attempt to repair any receptacles, except for plastic liners. Liners are CONTRACTOR's responsibility to repair or replace regardless of the cause of damage.

***f. Recyclables***

As of the Execution Date designated public curbside receptacles in the Service Area primarily contain Refuse. CONTRACTOR will Collect and Divert Recyclables discarded in existing or additional Recyclable receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under item B of Section 3.

**C. No Longer Used**

## D. No Longer Used

## 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 3.1, Task 2 Service Fees of Exhibit 10 fees.

### 1. Abandoned Homeless Encampments

Within two business days of Director request, CONTRACTOR shall Collect, transport, and Divert or Dispose of, all Solid Waste discarded in a Homeless Encampment that has been abandoned and the camp location identified by Director. CONTRACTOR shall Collect Solid Waste, including litter and Abandoned Waste whether it is discarded in containers or on the ground. CONTRACTOR will provide that Contract Service in accordance with COUNTY policy. For example, COUNTY policy may require CONTRACTOR to place Abandoned Waste and other discards in containers and deliver them to a COUNTY storage facility pending a retrieval by the individual owner. As part of these Contract Services, CONTRACTOR shall provide all equipment such as Container (including such as Carts, Dumpsters and roll-off bins) and Vehicles (including as Refuse Collection and flatbed trucks), and labor. CONTRACTOR shall use the Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, and photograph of Collected Solid Waste.

### 2. Occupied Homeless Encampments

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

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

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

Following consultation with the Director and upon Director consent, CONTRACTOR may change its method of Collection. For example, if cardboard boxes are frequently destroyed or removed from the Set-Out Site, CONTRACTOR may request providing Dumpsters without wheels or bags. As another example, if bags are frequently blown away or used by homeless individuals for storage, CONTRACTOR may request providing Carts or Dumpsters.

**a. *Quantity***

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

**b. *Transportation/Delivery***

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

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

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

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

It is anticipated that Dumpster transportation will be with a stake bed truck with a hydraulic lift gate with the capacity of five Dumpsters. Therefore, there would be one delivery charge for up to five dumpsters in an area (within 15 minutes of each other). Significantly more Carts will fit during transport but the same concept as with Dumpsters applies, one delivery charge for all Carts in an area (within 15 minutes of each other). CONTRACTOR may charge a fee for delivery that includes removal, equal to that indicated on Attachment 3.1 – Task 2 Service Fees. Director may authorize the use of a smaller vehicle for transportation.

**c. *Dumpster Placement***

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

- Within 15 feet of any crosswalk;
- Within 15 feet of any street corner, fire hydrant or disabled access ramp;
- On any portion of any sidewalk that does not allow for 3 feet of clearance for pedestrians;
- On roads with grades in excess of six percent;
- Where clear space for the safe passage of pedestrians within the highway is reduced to less than three feet in width;
- Where the road is reduced to less than 15 feet in width;

- Where a motorist's ability to see traffic control devices such as stop signs, traffic lights, etc., is impaired;
- Where the Dumpster will block or unreasonably interfere with access to neighboring property;
- Where parking is prohibited along the road;
- Where the sight distance of the Dumpster would be less than:
  - 150 feet on roads posted with speed limits of 25 miles per hour or less,
  - 345 feet on roads posted with speed limits greater than 25 miles per hour and up to 40 miles per hour,
  - 680 feet on roads posted with speed limits greater than 40 miles per hour.

**d. Collection**

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

**(1) Contaminated Containers**

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that the Container is not contaminated with Sharps, hazardous waste, Universal Waste, or biological waste. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 3.1 – Task 2 Service Fees.

**(2) Overflowing Containers**

Additional Collections may be required upon Director's request to prevent waste from overflowing the Containers. However, when overflowing Containers are encountered, CONTRACTOR may charge a surcharge as verified with a photograph. CONTRACTOR may charge a fee for overflow equal to that indicated on Attachment 3.1 – Task 2 Service Fees.

**e. *Diversions/Disposal***

CONTRACTOR shall Divert or Dispose of all Solid Waste that it Collects. Any contaminated loads that cannot be Disposed without further processing may be charged at the higher rate indicated in Attachment 3.1 - Task 2 Service Fees.

**f. *Documentation***

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

**g. *Additional Cart or Dumpster Services***

COUNTY is designating additional funds on Attachment 3.1 – Task 2 Service Fees related to service being provided under this CONTRACT, such as additional areas, more contaminated Containers, or higher frequency of Collections.

**h. *Locations Outside Service Area***

Services in this section may be required to be provided outside Service Area. In that case, CONTRACT shall propose a price to account for additional travel required to the location and if appropriate additional disposal costs.

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

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

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

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

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

CONTRACTOR acknowledges that when providing emergency services, CONTRACTOR may be required to Collect Solid Waste from another waste hauler's Containers. Also, another waste hauler may Collect Solid Waste from CONTRACTOR's Containers.

Prior to performing any work, CONTRACTOR is to consult with Director regarding the number of Vehicles and staff, and duration of cleanup. This includes vehicle certification discussed in more detail below. CONTRACTOR shall charge COUNTY for requested MSW Management Services in amounts not greater than the following, as negotiated between Director and CONTRACTOR:

**1. Automated Collection Services**

Fees with respect to Solid Waste discarded in Containers and/or Bulky Item Collection. Examples include:

- Provide an additional day of service to Occupants; or
- Provide service to Persons outside the Service Area such as to the City of Glendora residents if their waste hauler is unable to Collect Refuse after a major earthquake and the city has an agreement with COUNTY for assistance. If location is not near Service Area, COUNTY will pay a fair price for additional transportation or Disposal costs based on comparable MSW Management Services.

**2. Solid Waste Not Discarded in Containers**

Fees per ton for Disposal (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in Attachment 2-3, Task 2 Emergency Service Fees of Exhibit 10. Director may require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris.

**3. Roll-Off Containers or Drop-Off Events**

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

**4. Palm Frond Collection**

Fees per hour per vehicle as proposed in Attachment 2-3, Task 2 Emergency Service Fees of Exhibit 10 if significant amounts of palm fronds fall from trees, CONTRACTOR shall Sweep areas requested, Collect from Right-of-Way, and Dispose of palm fronds.

## **5. Waste in Right-of-Way Collection Services**

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

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

None of these fees can be greater than the limits provided in item D11 of Exhibit 3A2 Most Favored Public Entity, unless Director, at his sole discretion, provides authorization based on information provided by CONTRACTOR substantiating the need for an increase.

CONTRACTOR shall cooperate with all Regulatory Agencies, including COUNTY, State of California, and Federal officials in filing information related to a regional, State, or Federally-declared state of emergency or disaster as to which CONTRACTOR has provided equipment and drivers under this CONTRACT. Each vehicle used to transport Solid Waste must be assigned a unique number for tracking and invoice reconciliation. CONTRACTOR shall keep records of relative information, found on a typical weigh ticket, including the location of the source of Collection, location of Disposal/Diversion, vehicle number, tonnages, and type of material. CONTRACTOR shall have any vehicles used during an emergency certified for compliance with Federal Emergency Management Agency (FEMA) requirements for reimbursement. Additionally, if Director has directed residences or businesses to place their debris in the Public Right-of-Way outside the terms of Contract Services, including bulky items, excess solid waste, or Construction and Demolition in quantities that exceeds the limit of two 70-pound containers, Director may request CONTRACTOR to take geotagged photographs of the debris that include adequate background to provide evidence of the location.

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

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

CONTRACTOR shall follow the practices identified in Section 10 for billing. However, when providing services to other jurisdictions/agencies, it may be possible to arrange billing and payment directly between CONTRACTOR and the other jurisdiction/agency. Director will determine the billing procedure prior to CONTRACTOR providing service.

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

## **G. Litter Collection**

Director has determined the need to efficiently remove litter and prevent it from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents. This service is not a Sweep of the entire Service Area but rather an as-needed service. CONTRACTOR shall provide all necessary equipment and temporary Containers including brooms rakes, shovels, bags, or Dumpsters to Collect, transport, and Dispose of litter in the following circumstances:

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

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

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

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

## **H. Method of Payment for Task 2 Services**

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

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR

County Service Fees. The fees are specified in Attachment 3.1, Task 2 Service Fees and Attachment 2-3, Emergency Service Fees of Exhibit 10 that CONTRACTOR Collects, in the **not-to-exceed amount of \$262,500** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 10.

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

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

**b. *Abandoned Waste Commingled***

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

**2. Special Fund Obligation**

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

**3. Billing**

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

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

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

**a. *Abandoned Waste - Weekly Collection***

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 3.1 Task 2 Service Fees of Exhibit 10. The rate shall be calculated as follows:

CONTRACTOR may request a fee equal to the rate per ton.

**b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection***

**(1) *Monitoring All Hot Zone Locations***

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

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

**(2) *Additional Hot Zone Monitoring***

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in maps provided by Director, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

**c. *Public Receptacles***

(1) Existing

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

(2) Additional

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

(3) Mixed Waste Processing Facility

Director reserves the right to require some or all waste Collected from Public Receptacles to be processed at a mixed waste processing facility to recover Recyclables. CONTRACTOR and Director must agree to a price for this service.

**d. No Longer Used**

**e. Homeless Encampments**

(1) Abandoned Homeless Encampments

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

(2) Occupied Homeless Encampments

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

**f. Emergency Assistance**

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of

Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 2-3, Task 2 Emergency Service Fees of Exhibit 10.

**g. Litter Collection**

**(1) In Alleys**

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

**(2) As-Needed**

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

**(3) Additional**

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

**4. Payment Exceeding Maximum Contract Sum**

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

**5. Request Work**

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

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

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

Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.

**7. Budget Reduction**

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

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

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

**8. Deductions**

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

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

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

**10. 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 COUNTY.

**11. Change in Service Area**

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

**12. Dissolution of Service Area**

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item D 2 d of Section 17.

NINTH: Exhibit 10 Rates, pages 187 to 194, is removed in its entirety and replaced with the following:

**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 2.1 and 3.1 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), C and D. For example, a Contract that begins in April will not have 6 months pass before July 1 and there will not be eligible for a rate increase until the following July 1.

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

Disposal and Diversion adjustments require at least 16 months of data to compare. Therefore, beginning at least 16 months after the Commencement Date, Director will adjust the Disposal and Diversion components of the Service Fee each July 1 in accordance with subsection A1a (3) and E in the following events:

- CONTRACTOR requests adjustment of those components by Notice to Director together with documentation satisfactory to Director by March 1 of each year, or
- COUNTY initiates an adjustment of those components by Notice to CONTRACTOR together with CONTRACTOR submittal of documentation satisfactory to Director by March 1 of each year.

**(3) Changes:**

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

- **Indices (After 6 Months):** Annual changes, if any, in the following indices, as applicable, defined in Exhibit 21-Definitions:
  - **CPI:** Consumer Price Index (CPI),
  - **DOE CNG:** Department of Energy (DOE) Compressed Natural Gas (CNG), or
  - **EIA LNG:** Energy Information Agency (EIA) Liquefied Natural Gas (LNG)
  - **Average of DOE CNG and EIA LNG** for Renewable Natural Gas (RNG)

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

- **Disposal Tipping Fees (16 Months After Commencement Date):** Annual change of the monthly average, if any, in CONTRACTOR's Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, at the Solid Waste Facility it has designated in Contractor Documentation, Exhibit 3D, and any other supporting documentation, submitted to Director by March 1; or

- **Diversion of Recyclables (16 Months After Commencement Date):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Recyclables, based on the change in rates at Puente Hills Materials Recycling Facility, and any other supporting documentation; or
- **Diversion of Green Waste with Food Waste (16 Months After Commencement Date):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 3D, and any other supporting documentation, submitted to Director by March 1.
- **Diversion of Manure (16 Months After Commencement Date):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Manure, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 3D, and any other supporting documentation, submitted to Director by March 1.

**12-Month Comparisons** - Because the contract start date may not be January 1 and the first year of service required at least 4 months of data, the first rate adjustment must prorate expenses for the Calendar Year over 12 months to make the comparison of costs between two 12-month periods. For example, a contract that begins service on April 1 will have only 9 months of Disposal/Diversion expenses and therefore those costs must be divided by 9 months and multiplied by 12 months to estimate what the expenses would have been over a 12-month period.

**b. *Adjustments at Any Time***

If CONTRACTOR requests Director by Notice or Director Notifies CONTRACTOR at any time, following agreement with CONTRACTOR, the Director may adjust the Service Fees in either of the following events, subject to maximums in Refuse Disposal, or Recyclables or Green Waste Diversion in subsection A4, and limitations in A6:

- (1) **Changes in Law**

Change in CONTRACTOR's Direct Costs of providing Contract Services due to Changes in Law. Any adjustment in the Service Fee due to a Change in Law by the State is not included in the Maximum Rate Adjustment in subsection 4.

(2) **Changes in Scope of Service**

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

(3) **Extraordinary Circumstances**

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

**c. No Adjustment**

Service Fees will not be adjusted:

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

**d. Sample Calculation**

A sample calculation is attached in Attachment 10-1 of this Exhibit.

**2. Rounding**

All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 10.9656 percent to 10.97 percent, or 10.9637 percent to 10.96). The decimal 5 is rounded up (for example, 10.965 percent to 10.97 percent). Adjustments in Service Fees are rounded to the nearest penny (for example, \$25.34).

**3. Weighted Adjustment - Serviced Fee Components**

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

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

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

Items C and D of this exhibit have further details on method of the calculation of the labor and fuel values. Items E and F of this exhibit have further details on method of the calculation of the actual values. A sample calculation is attached in Attachment 10-1 of this Exhibit.

**4. Maximum Rate Adjustment**

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

Contract Period (on July 1)*	Maximum Adjustment**
<b>Years 0 to 0.5</b> (Less than 6 months from Commencement Date to July 1)	0 percent
<b>Years 0.5 to 7</b> (July 1 to the scheduled Termination Date under Section 2)	35 percent
<b>Years 8 to 11 / Extension(s), if any</b> (July 1 of any first 2-year extension to June 30 on the extended Termination Date)	5 percent, per year

<b>Any time</b> (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
<b>Six 1-month extensions, if any</b>	No Change

\* Rate adjustments due to Changes in Laws or Contract Services under subsection A1 above may be implemented at any time during the Term.

\*\* Any change in Service Fees for direct costs due to Changes in Law promulgated by the State in item A1b(1) of this exhibit are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

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

**5. Customer 30-Day Notice**

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

**6. Adjustment Limitations**

No adjustment will be effective until Notice thereof has been provided by COUNTY to the Board of Supervisors.

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

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

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

**7. Services Eligible for Adjustment**

**a. *Customer Service Fee (CPI, Fuel, and Disposal/Diversion)***

Use methodology in items C, D, E, and F of this exhibit.

**b. Bear-Resistant Cart Fee (CPI)**

Use methodology in item C of this exhibit.

**c. Locking Recyclables Cart Fee (CPI)**

Use methodology in item C of this exhibit.

**d. County Service Fee (Task 2)**

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

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

**e. Various Surcharges**

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

- Additional On-Call Pickups
- Container Size Exchanges Beyond One

- Container Removal and Return
- Roll-Out Service for non-Elderly or Disabled
- Difficult to Service
- Cart Cleaning

**B. This item is no longer used**

**C. Service Fee Adjustment for Annual Changes in CPI**

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The CPI component of the Service Fee will be the percent change, if any, between the following:

- The monthly average CPI during the 12-month period commencing March 1 of the previous year to the last day of February of the current year, and
- The monthly average CPI during the 12-month period commencing March 1 of the prior previous year to the last day of February of the previous year.

For example, a contract that started April 1, 2018, will not be eligible for a rate adjustment for CPI on July 1, 2018. On July 1, 2019, the rate adjustment would compare March 1, 2018 through February 28, 2019, to March 1, 2017 through February 28, 2018.

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

**D. Service Fee Adjustment for Annual Changes in Fuel**

A minimum of 6 months must elapse between Commencement Date and July 1 of the current year. The DOE CNG component of the Service Fee adjustment will apply only to the percentage of Vehicles in a fleet that use compressed natural gas. The adjustment of the DOE LNG component will apply only to the percentage of Vehicles in a fleet that use LNG. The adjustment of the RNG component will apply only to the percentage of Vehicles in a fleet that use RNG.

**DOE CNG** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

**EIA LNG** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the

United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

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

**1. Adjustment Due to Change in DOE CNG**

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

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

**2. Adjustment Due to Change in Energy Information Administration (EIA) LNG**

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

- The EIA LNG monthly average during the 12-month period commencing March 1 of the previous year to the end of February of the current year, and
- The EIA LNG monthly average during the 12-month period commencing March 1 of the prior previous year to the end of February of the previous year.

**3. Adjustment Due to Change in RNG**

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

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

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

**4. Adjustment Due to Change in Electricity or Other Fuels**

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

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

A minimum of 16 months must elapse between Commencement Date and July 1 of the current year. The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal, Organic Waste Diversion, and Manure Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in Contractor Documentation in item A6 of Exhibit 3D.

Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director may conditionally approve changing the Solid Waste Facilities to a more expensive facility by not allowing the increased cost to be passed down to the Customer.

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

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

The annual cost is the difference of:

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

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

**1. Facilities Open to Public**

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

**2. Facilities Not Open to Public**

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

CONTRACTOR must substantiate to the satisfaction of Director changes in tipping fees CONTRACTOR is paying at the Solid Waste Facility by submitting before March 1, monthly invoices from the Solid Waste Facility, showing the total Tons and rate paid for Disposal/Diversion.

- If CONTRACTOR owns the Solid Waste Facility, it must show the posted gate rate paid by the public that has no financial agreement with CONTRACTOR, by contract or letter-of-agreement, unless there is no posted gate rate.
- If CONTRACTOR owns the Solid Waste Facility but has no posted gate rate, CONTRACTOR must substantiate changes in tipping fees by submitting other documentation acceptable to Director.

For example, CONTRACTOR may own the Solid Waste Facility it designated for Disposal and consequently internalize Disposal costs at the Solid Waste Facility. The costs must be adequately explained. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

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

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

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the facility, showing the total Tons and rate paid for Transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and

any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

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

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

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

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

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

Month 2016	Fee/Refund (per ton)	Month 2017	Fee/Refund (per ton)	Month 2018	Fee/Refund (per ton)
Jan	n/a	Jan	\$12.85	Jan	\$1.09
Feb	n/a	Feb	\$15.10	Feb	-\$11.58
Mar	n/a	Mar	\$16.04	Mar	-\$19.98
Apr	n/a	Apr	\$15.77	Apr	\$7.15
May	n/a	May	\$3.63	May	\$6.67
Jun	n/a	Jun	\$4.70	Jun	-\$16.15
Jul	\$5.68	Jul	\$8.60	Jul	\$1.16
Aug	\$2.84	Aug	\$14.72	Aug	-\$7.07
Sep	\$2.14	Sep	-\$0.35	Sep	-\$25.87
Oct	\$3.84	Oct	-\$19.72	Oct	-\$14.92

Nov	\$9.47	Nov	-\$23.74	Nov	-\$29.15
Dec	\$12.27	Dec	-\$2.88	Dec	-\$26.47
Average	<b>\$6.04</b>	Average	<b>\$3.73</b>	Average	<b>-\$11.26</b>
		% Change	-38.31%	% Change	-402.18%

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

### G. Discontinued Indices

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

## ATTACHMENT 10-1 – Service Fees Adjustment Example

Example assumes the following:

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

### H. Annual increase or decrease in CPI (C of Exhibit 10)

**Table A–Adjustment Due to Change in CPI**

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

### I. Annual increase or decrease in Fuel (D of Exhibit 10)

**Table B1–Adjustment Due to Change in DOE CNG**

Calculate percent change in DOE CNG (average of quarters in year – which may vary, not quarter-to-quarter)	January, April, July, and October 2017	$(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12$
	January, April, July, and October 2018	$(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35$
	Percent Change	$(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85\%$
Adjustment to CNG Fuel Component (% Fleet)	20% of fleet uses DOE CNG	$0.20 \times 10.85\% = 2.17\%$

**Table B2 - Adjustment Due to Change in EIA LNG**

Calculate percent change in EIA LNG (12-month average, not month-to-month)	03/01/17-02/29/18	121.63
	03/01/18-02/28/19	153.01
	Percent Change	25.8%
Adjustment to LNG Fuel Component (% Fleet)	55% of fleet uses EIA LNG	$0.55 \times 25.8\% = 14.19\%$

**Table B3 - Adjustment Due to Change in RNG**

Calculate percent change in RNG (12-month average, not month-to-month)	CNG Change	10.85%
	RNG Change	25.8%
	Average Percent Change	6.72%
Adjustment to RNG Fuel Component (% Fleet)	25% of fleet uses EIA LNG	$0.25 \times 6.72 = 1.68\%$

**J. Changes in Refuse Disposal Tipping Fees (E of Exhibit 10)**

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

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

	Year	Cost		Customers		Monthly Adj.
Adj. to Refuse	2018	\$2,370.67	÷	7,225	÷12=	<b>\$0.03</b>

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

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

	Year	Cost		Customers		Monthly Adj.
Adj. to Refuse	2018	\$7,848.00	÷	7,225	÷12=	<b>\$0.09</b>

**K. Changes in Organic Waste Diversion Tipping Fees (E of Exhibit 10)**

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

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

	Year	Cost		Customers		Monthly Adj.
Adj. to Green Waste	2018	\$1,842.67	÷	7,225	÷12=	<b>\$0.02</b>

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

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

	Year	Cost		Customers		Monthly Adj.
Adj. to Manure	2018	\$190.00	÷	34	÷12=	<b>\$0.47</b>

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

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

	Year	Cost		Customers		Monthly Adj.
Adj. to Food Waste	2018	\$160.00	÷	10	÷12=	<b>\$1.33</b>

\*\* only applicable to those Customers that use these service

**L. Changes in Recyclables Diversion Tipping Fees (F of Exhibit 10)**

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

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

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

**M. Task 1 Customer Service Fee Adjustment Totals (C, D, E, and F of Exhibit 10)**

**Table F--Sum of Adjustments**

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Monthly Rate		Monthly Total
<b>CPI</b>	3.1%	x	60%	x	\$17.00	=	<b>\$0.32</b>
<b>Fuel</b>							
CNG	2.17%						<b>\$0.02</b>
LNG	1.42%	x	5%	x	\$17.00	=	<b>\$0.01</b>
RNG	1.68%						<b>\$0.01</b>
<b>Refuse Disposal</b>							
Facility 1			actual			=	<b>\$0.03</b>
Facility 2							<b>\$0.09</b>
<b>Green Waste Diversion</b>			actual			=	<b>\$0.02</b>
<b>Recyclables Diversion</b>			actual			=	<b>\$0.54</b>
<b>Basic Service Subtotal</b>						=	<b>\$1.10</b>
<b>Franchise Fee</b>						÷	<b>0.90</b>
<b>Total Monthly Adjustment</b>							<b>\$1.22</b>

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

**N. Task 2 County Service Fee Adjustment Totals**

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

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

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

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

**Table G2– Sum of Task 2 Percent Changes**

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Total
<b>CPI</b>	3.1%	x	60%	=	<b>1.86%</b>
<b>Fuel</b>					
CNG	2.17%	x	5%	=	<b>0.11%</b>
LNG	1.42%				<b>0.07%</b>
RNG	1.25%				<b>0.06%</b>
<b>Total for Labor &amp; Fuel</b>				=	<b>2.10%</b>
<b>Refuse Disposal</b>					
Facility 1				=	<b>2.80%</b>
Facility 2					<b>2.25%</b>
<b>Total for Disposal</b>				=	<b>5.05%</b>

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

Service Fee Component	Calculated Adjustment		Previous Rate		New Rate
<b>Abandoned Waste</b>	2.10 + 5.05	x	\$85.00/ton	=	<b>\$91.08</b>
<b>Hot Zone Monitoring</b>	2.10	x	\$ 0.25/foot	=	<b>\$0.26</b>
<b>Public Receptacles</b>	2.10	x	\$ 4.00/receptacle	=	<b>\$4.08</b>
<b>Homeless camps, abandoned</b>	2.10 + 5.05	x	\$200.00/4 cuyds	=	<b>\$214.30</b>
<b>Homeless camps, active</b>					
Bags Collected	2.10 + 5.05	x	\$ 50.00/bag	=	<b>\$53.58</b>
Boxes (Refuse in bags from event box)	2.10 + 5.05		\$ 20.00/box		<b>\$21.43</b>
Carts					
o Delivery and removal to/from area	2.10		\$150.00/area		<b>\$153.15</b>
o Collection & Disposal (96-gal)	2.10 + 5.05		\$ 10.00/Collection		<b>\$10.72</b>
o Collection & Disposal (32-gal)	2.10 + 5.05		\$ 8.00/Collection		<b>\$8.57</b>
o Overflowing Cart surcharge	2.10 + 5.05		\$120.00/overflow		<b>\$128.58</b>
o Contaminated Load surcharge	2.10 + 5.05		\$ 50.00/load		<b>\$53.58</b>
Dumpsters					
o Delivery and removal to/from area	2.10		\$150.00/area		<b>\$153.15</b>
o Collection & Disposal (3 cu yds)	2.10 + 5.05	\$ 50.00/Collection	<b>\$53.58</b>		
o Overflowing Dumpster surcharge	2.10 + 5.05	\$225.00/Dumpster	<b>\$241.09</b>		
o Contaminated Load surcharge	2.10	\$100.00/load	<b>\$102.10</b>		
<b>Litter in Alleys</b>	2.10	x	\$100.00/mile	=	<b>\$102.10</b>
<b>Litter (As-Needed)</b>					
• Hours Spent	2.10	x	\$35.00/hour	=	<b>\$35.74</b>
<b>Emergency Services</b>					
Solid Waste Not In Containers, tons	2.10 + 5.05	x	\$100.00/ton	=	<b>\$107.15</b>
Solid Waste Not In Containers, cubic yd	2.10 + 5.05		\$50.00/cuyd		<b>\$53.58</b>
Palm Frond Collection	2.10		\$75.00/hour		<b>\$76.58</b>

TENTH: The following exhibit is added after Exhibit 3A2 on Page 102. For any services presented in this exhibit that are duplicate of similar services in the original contract, the language in this exhibit takes precedent. For example, Bulky Items in item B below replaces in the original contract, item F2 b. Two On-Call Pickups Per Year without Surcharge for Residential Customers and c. Four On-Call Pickups Per Year without Surcharge for Multifamily Premises.

### **EXHIBIT 3A3 – Additional Services**

If this exhibit is inconsistent or conflicts with other provisions of this CONTRACT, this exhibit governs as provided under Section 21. This exhibit contains additional requirements for Task 1 services to the Occupants.

#### **A. Mulch and Compost Giveaway Program (Item H7 of Exhibit 3A)**

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 3A)**

CONTRACTOR shall Collect Bulky Items including excess waste discarded at the Set-Out Site on next regularly scheduled Collection day upon at least 24-hours' Notice by the Customer or Occupant or other date agreed to between that Customer or Occupant and CONTRACTOR. For items set out without notice, CONTRACTOR shall not immediately Collect but rather shall perform the following:

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

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

##### **1. Bulky Items**

In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A, CONTRACTOR shall Collect from each dwelling unit receiving service, **unlimited quantities** of Bulky Items per pickup.

##### **2. Excess Refuse**

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

In areas prone to wildlife intrusion into urban areas, upon Customer request, CONTRACTOR shall make available the temporary use of Bear-Resistant Carts or Carts with Gravity Locks for the fee listed on the Attachment 2-1, Task 1 Service Fees of Exhibit 10. The Carts are to be delivered to Customer within 72 hours of request and removed within 24 hours of the Service Day.

**3. Excess Green Waste**

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

**4. Special Recyclable/Reusable Items**

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

**a. *Textiles***

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

**b. *Wood and Dry Lumber***

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

**c. *E-waste***

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

**5. Move-in/Move-Out**

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

**6. Additional On-Call Pickup with Additional cost.**

In addition to Collection described in item F2 of Exhibit 3A, at the request of a Customer (not Occupant) for a Collection of Bulky Items in excess of those

included F2 of Exhibit 3A, upon 24-hours' Notice, at charges for additional calls listed on Attachment 2.1, Rate Schedule, Task 1 Service Fees of Exhibit 10 and charge for items listed in Contractor Documentation in Exhibit 3D.

## C. Manure Service

### 1. Scope of Services and Specifications

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

CONTRACTOR shall provide upon Customer request any of the following Containers for the Customer Service Fees provided on the Attachment 2.1, Rate Schedule, Task 1 Service Fees of Exhibit 10:

- One or more 64-gallon Carts (or other capacity Cart approved by Director) exclusively for Manure and Green Waste, or
- One or more two-cubic yard Dumpsters exclusively for Manure and Green Waste

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

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

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

### 2. CONTRACTOR—Designated Facility

CONTRACTOR shall transport Manure from Manure Container only to the facility or facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 3D for Solid Waste Facilities.

ELEVENTH: Exhibit 18D2 Liquidated Damages on pages 197 to 199 is deleted in its entirety and replaced with the following:

### EXHIBIT 18-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
<b>CUSTOMER SERVICE</b>		
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 7D1.	\$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 7D1.	\$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 7D1.	\$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 7D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) or charging any Customer more than Customer Service Fees.	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Section 23D.	\$500 per incident
<b>CONTRACT LANGUAGE</b>		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item A5 of Section 4.	\$75 per day
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> <li>• Customer and Occupant correspondence under item H of Section 4</li> <li>• Publicity materials under item I1 of Section 4;</li> <li>• News releases and trade journal articles related to Solid Waste Collection services, under item I2 of Section 4</li> <li>• Customer and Occupant outreach materials under item J of Exhibit 3A.</li> </ul>	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director. This includes Exhibit 3D 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 4J.	\$500

No.	Description of Liquidated Damage	Amount
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item J of Exhibit 3A.	\$200
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with Section 5.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 7B.	\$75 per day
L08	Not applicable	n/a
L09	Failure to allow Director to inspect, audit, review Records, or copy Records in accordance with Section 11C.	\$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with Section 12B.	\$100 per week late
<b>REPORTING TO COUNTY</b>		
R01	Failure to submit Monthly Reports in accordance with item A1 of Section 13.	\$100 per day
R02	Failure to submit Quarterly Reports in accordance with item A2 of Section 13.	\$200 per day
R03	Failure to submit Annual reports in accordance with item A3 of Section 13.	\$300 per day
R04	Failure to report adverse information in accordance with item C of Section 13.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item A1 of Section 13 .	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item B 4 I of Exhibit 3A.	\$100 per day per vehicle
<b>SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY</b>		
S01	For each failure to Collect Solid Waste in accordance with item B of Exhibit 3A.	\$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 Sections 4A2 and 4A3.	\$500
S04	For each failure to equip a Collection Vehicle with signs in accordance with item F4 of Exhibit 3A.	\$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 K 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 6.	\$500
S08	Failure to repair damage caused to private property in accordance with item C of Section 20.	\$150
S09	Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item C of Exhibit 3A.	\$500 per Vehicle
S10	For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B1 of Exhibit 3A, 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 B3 of Exhibit 3A.	\$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 B3 of Exhibit 3A.	\$250

No.	Description of Liquidated Damage	Amount
S13	For each use of an unapproved Container design including labeling, in accordance with Section 6D and item B3d of Exhibit 3A.	\$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A.	\$500 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law in accordance with item A1 of Section 22.	\$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 A1c 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 A1 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 B4I of Exhibit 3A.	\$100 per Vehicle per day
S21	Failure to remove graffiti and other markings from a Container within 7 days of observing it or having it reported to CONTRACTOR; 2 days for obscenities, in accordance with item B3g of Exhibit 3A.	\$50 per Container per occurrence, per week

TWELFTH: Exhibit 21 on pages 204 through 220, the following definitions are either added as a new term or replace the existing term to revise its meaning:

**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).

**Container** means any cart or dumpster used to provide Collection service.

**CONTRACTOR** means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY. 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.

**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>.

**Customer** means a Person who pays either CONTRACTOR or COUNTY for Task 1 Services from CONTRACTOR.

**DOE CNG** means the West Coast Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, [www.afdc.energy.gov/fuels/prices.html](http://www.afdc.energy.gov/fuels/prices.html) or if that is permanently discontinued, another CNG price published by a State or the Federal government selected by Director.

**DOE Diesel** means the Diesel (On Highway) – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Department of Energy website, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm), or if that is permanently discontinued, Producers Price Index- Commodities Fuels and related products and power/No.2 diesel fuel Series Id: WPU057303 published by the United States Bureau of Labor Statistics at <http://data.bls.gov/cgi-bin/surveymost>.

**EIA LNG** means the average for fuel – Product/All Types for Area/California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, [http://tonto.eia.doe.gov/dnav/ng/ng\\_pri\\_sum\\_dcu\\_SCA\\_m.htm](http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm), or if that is permanently discontinued, another CNG price published by the State of California or the Federal government selected by Director.

**Food Waste** means uneaten materials acquired for animal or human consumption.

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

**Occupant** means a Person within the Service Area that occupies a Residential or Commercial building and receives services from CONTRACTOR.

**Organic Waste** 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.

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

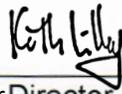
**Residential Premises** means Premises containing a Residential building, such as a detached, single-family home or a multi-family building with four or less units

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

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



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

By   
for Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By   
Deputy

UNIVERSAL WASTE SYSTEMS, INC.

By   
Its President

MART S. BLACKBURN  
Type or Print Name

By   
Its Secretary

Anne Blackburn  
Type or Print Name

ACKNOWLEDGMENT

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

State of California  
County of Riverside

On May 26, 2021 before me, Fatima M. Zantout  
(insert name and title of the officer)

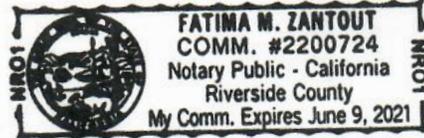
personally appeared Anne Marie Blackburn  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

On 05/26/2021 before me, Jose A. Enriquez, Notary Public  
(insert name and title of the officer)

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

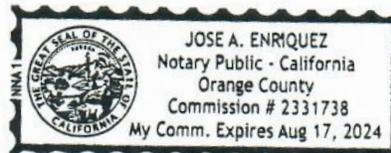
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**Enclosure A**

**ATTACHMENT 2.1 RATE SCHEDULE**

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

**Task 1 Service Fees – West Whittier**

Proposer must provide a Service Fee for each item below. **These fees are to include the 10 percent franchise fee.** Failure to do so may result in the proposal/bid being rejected as nonresponsive. Waste separated by more than ten feet shall be considered a separate incident. **Write-in** your proposed Monthly Rate<sup>x</sup>, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons ≈ 0.5 cu yd.

MONTHLY RATE (Exhibit 3A D1, Exhibit 3A3 B)	
Services	Monthly Rate Per Customer (Billed to Customer)
<b>Monthly Rate for Basic Services (July 1, 2021)</b>	
A. One 96-gallon Refuse (with food waste)	A *\$ <u>15.30</u>
B. One 96-gallon Recyclables	B **\$ <u>4.00</u>
C. One 96-gallon Green Waste (without Food Waste)	C ***\$ <u>5.00</u> €
<b>Monthly Rate for SB1383-Compliant Basic Services (January 1, 2022)</b>	
D. One 96-gallon Refuse (no food waste)	D *\$ <u>15.10</u>
E. One 96-gallon Green Waste (w/Food Waste) or one 64-gallon Food Waste	E ***\$ <u>9.25</u> €
<b>Portion of Monthly Rate for Special Services (Exhibit 3A H)</b>	
1. Christmas Tree Collection	1 \$ <u>.08</u>
2. Annual Curbside Cleanup Event	2 \$ <u>.27</u>
3. Bulky Item & Excess Solid Waste (Exhibit 3A3 B)	3
o Bulky Items	\$ <u>.58</u>
o Excess Waste	\$ <u>.10</u>
o Excess Green Waste	\$ <u>.10</u>
o Special Recyclable/Reusable Items	\$ <u>.10</u>
4. Priority Pickups at Director's Request	4 \$ <u>.05</u>
5. Special Cleanup Events Services	5 \$ <u>.05</u>
6. Sharps Collection	6 \$ <u>.03</u>
7. Mulch & Compost Giveaway Program	7 \$ <u>.04</u>
8. Bear-Resistant Carts	8 \$ <u>.01</u>
9. Video Equipment & Recording	9 \$ <u>2.00</u>
10. Scales	10 \$ <u>2.00</u>
Total of A - C and 1 - 8 (do not include D, E, 9, or 10)	1.1a # <u>\$29.71</u> (Basic Service Total)
<b>Monthly Rate for Alternative to Director's Preferred Method</b>	
• One 96-gallon Refuse Cart	\$ _____
• One 96-gallon Recyclables Cart	\$ _____
• One 96-gallon Green Waste Cart	\$ _____
• One 64-gallon Food Waste Cart	\$ _____

<sup>x</sup>COUNTY may subsidize Green Waste Diversion fees for Customer through a temporary reduction of CONTACTOR's Franchise Fee. CONTRACTOR is to consult with Director prior to billing Customers.

CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A)	
Services	Monthly Rate (Billed to Customer)
<p><b>Additional Containers beyond Basic Services</b> which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A D2)</p> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> or more 96-gallon Refuse Cart</li> <li>• 2<sup>nd</sup> 96-gallon Recyclables Cart</li> <li>• 2<sup>nd</sup> 96-gallon Green Waste Cart</li> <li>• 2<sup>nd</sup> or more 64-gallon Food Waste Cart</li> <li>• 3<sup>rd</sup> or more 96-gallon Recyclables Cart</li> <li>• 3<sup>rd</sup> or more 96-gallon Green Waste Cart</li> </ul>	<p>96-gal Refuse fee*</p> <p>75% of 96-gal Recycle fee**</p> <p>75% of 96-gal Green Waste fee***</p> <p>96-gal Green Waste fee***</p> <p>96-gal Recycle fee**</p> <p>96-gal Green Waste fee***</p>
<p><b>Additional On-Call Pickups</b> beyond 4 per year (Exhibit 3A H3)</p> <ul style="list-style-type: none"> <li>• Bulky Items, excess waste, or Green Waste (per visit to Collect all items)</li> </ul>	<p>Per request charge equal to 75% of Basic Service Total#</p>
<p><b>Bear-Carts Outside of Bear Zones</b> (Exhibit 3A1 D12 &amp; Section 7A2h)</p> <ul style="list-style-type: none"> <li>• Each set of Containers</li> </ul>	<p>10% of (Basic Service Total# + any fees charged for extra containers if those are replaced too)</p>
<p><b>Container Size Exchange, beyond 1 per year</b> (Exhibit 3A D3c) and <b>Temporary Bear-Cart Delivery for Excess Waste</b> (Exhibit 3A3 B2)</p> <ul style="list-style-type: none"> <li>• Each additional exchange/delivery</li> </ul>	<p>Per request charge equal to 50% of Basic Service Total#</p>
<p><b>Container Removal and Return</b>, within previous 12 months (Exhibit 3A D3e)</p> <ul style="list-style-type: none"> <li>• First removal and return (per set)</li> <li>• Each additional removal and return (per set)</li> <li>• Cleanup of Set-Out Site</li> </ul>	<p>100% of Basic Service Total#</p> <p>125% of previous fee</p> <p>100% of Basic Service Total#</p>
<p><b>Roll-Out Service for non-Elderly/Disabled</b> (Exhibit 3A)</p> <ul style="list-style-type: none"> <li>• Mandatory Minimum Service (Up to 10 feet)</li> <li>• Full Service (Up to 50 feet)</li> <li>• Extended Full Service <ul style="list-style-type: none"> <li>○ First 50 feet</li> <li>○ Each 200 feet</li> <li>○ Unpaved</li> <li>○ Steep</li> </ul> </li> </ul>	<p>5% of Basic Service Total#</p> <p>50% of Basic Service Total#</p> <p>50% of Basic Services Total#</p> <p>50% of Basic Services Total#</p> <p>10% of Basic Services Total#</p> <p>10% of Basic Services Total#</p>
<p><b>Difficult to Service</b> (Exhibit 3A O)</p> <p>Cost per Customer</p>	<p>25% of Basic Service Total#</p>
<p><b>Manure Service</b>, per collection each week (Exhibit 3A D13)</p> <ul style="list-style-type: none"> <li>• 64-gallon Cart</li> <li>• 2-cubic yard Dumpster</li> <li>• Roll-Out/Scout Service</li> </ul>	<p>\$ <del>105.</del></p> <p>\$ <del>195.</del></p> <p>\$ Negotiated with Customer</p>
<p><b>Locking Cart</b> (Exhibit 3A D14)</p> <ul style="list-style-type: none"> <li>• 96-gallon Cart</li> </ul>	<p>\$ <del>100.</del> (one-time, per Cart)</p>
<p><b>Container Cleaning</b> (Exhibit 3A D3d(3))</p> <ul style="list-style-type: none"> <li>• Monthly Cleaning Service</li> <li>• Monthly Cleaning Service, each additional Cart</li> </ul>	<p>\$ <del>25.</del></p> <p>\$ <del>20.</del></p>
<p><b>Billing Fees</b> (Section 10B7)</p> <ul style="list-style-type: none"> <li>• Late payment fee</li> <li>• Interruption of service</li> <li>• Returned checks</li> </ul>	<p>10% of past due amount</p> <p>\$25</p> <p>\$25</p>

Using the examples given below calculate your Monthly Unit Rate<sup>x</sup>, Monthly Service Fee Revenue, and Annual Service Fee Revenue. The estimated number of customers given is the current number for the Service Area but may be revised as outlined in Section 10, Service Fees and Billing.

	Estimated. No. Customers		Monthly Unit Rate <sup>x</sup>	=	Monthly Service Fee Revenue	Months	=	Annual Service Fee Revenue
Example	3,059	x	\$ 20.00	=	\$ 61,180	x 12	=	\$ 734,160
Actual	5,996	x	\$ 25.71 <sup>1.1a</sup>	=	\$ 154,157.16	x 12	=	\$ 1,849,885.92 <sup>1.1</sup>
Example	Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-four cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1							
Actual	One million eight hundred ninety-six thousand eight hundred eighty-four dollars and eighty-four cents WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.1							

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

	Monthly Customer Rate <sup>x</sup>		Franchise Fee	=	Monthly Customer Net Rate
Example	\$ 20.00	-	10%	=	\$ 18.00
Actual	\$ 25.71 <sup>1.1a</sup>	-	\$ 2.57	=	\$ 23.14
Example	Eighteen dollars and zero cents. WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1				
Actual	Twenty three dollars 14/100 WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1				

<sup>x</sup> Also referred to as Basic Service Total

## ATTACHMENT 3.1

### Task 2 Service Fees West Whittier

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

2A. Abandoned Waste <b>Weekly</b> Collection (Exhibit 3A2 A and Section 10 C3a)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
<b>Abandoned Waste Rate Per Ton</b> • Alleys (6.25 miles) • Parkways, Sidewalks, Streets (61.3 miles)	\$ <u>250</u> /ton	x 16 tons	= \$ <u>4,000.-</u>
<b>Additional Waste Per Ton</b> (up to 50% more tons)	\$ <u>250</u> /ton	x 8 tons	= \$ <u>2,000.-</u>
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2A</b>			\$ <u>6,000.-</u> <sup>2.1a</sup>

2B. Abandoned Waste <b>Daily</b> Collection (Exhibit 3A2 A5 and Section 10 C3b)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
<b>Monitoring All Hot Zone Locations</b> 5 locations	<del>\$152</del> \$ <u>282</u> /foot (per day)	x 177 feet x 5 days x 4.33 weeks	= \$ <u>10,906.38</u>
<b>Additional Hot Zones Monitoring</b> (up to 50% more length)	<del>\$152</del> \$ <u>282</u> /foot (per day)	x 88 feet x 5 days x 4.33 weeks	= \$ <u>5,372.66</u>
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2B</b>			\$ <u>16,279.04</u> <sup>2.1b</sup>

2C. Public Receptacles (Exhibit 3A2 B and Section 10 C3c)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
<b>Standard or Solar Compactors</b> (assume Collection twice per day, 6 days per week)	n/a	x 0 receptacles x 2 times x 6 days x 4.33 weeks	= n/a
<b>Additional public receptacles</b>	\$ <u>5.-</u> /receptacle (per Collection)	x 20 receptacles x 2 x 6 x 4.33	= \$ <u>21,375.04</u>
<b>Mixed Waste Processing Surcharge</b>	\$ <u>10.-</u> /receptacle (per Collection)		n/a
<b>Automated Collection from Carts</b> (discount for use of 96-gallon Carts)	-\$ <u>0</u> /receptacle (per Collection)		n/a
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2C</b>			\$ <u>21,375.04</u> <sup>2.1c</sup>

West Whittier

**2D. Homeless Encampments** (Exhibit 3A2 E and Section 10 C3e)

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
<b>Abandoned Encampments</b>			
• Waste Collection for each 4 cu yds	\$475.-	4 loads	\$1,900.-
<b>Occupied Encampments</b>	(per week)	(per week)	
• Bags Collected	\$5.-/bag	10 bags x 4.33	\$216.50
• Boxes (Refuse in bags from event box)	\$15.-/box	5 box x 4.33	\$324.75
• Carts			
○ Delivery and removal to/from area	\$200./area	5 areas x 4.33	\$4,330.-
○ Collection & Disposal (96-gal)	\$15.-/Collection	10 Collections x 4.33	\$649.50
○ Collection & Disposal (32-gal)	\$10.-/Collection	10 Collections x 4.33	\$433.-
○ Overflowing Cart surcharge	\$5.-/96 gallons	1 overflows x 4.33	\$21.65
○ Contaminated Load surcharge	\$50./Cart	1 Carts x 4.33	\$216.50
• Dumpsters			
○ Delivery and removal to/from area	\$200./area	2 areas x 4.33	\$1732.-
○ Collection & Disposal (3 cu yds)	\$50.-/Collection	5 Collections x 4.33	\$1082.50
○ Overflowing Dumpster surcharge	\$35.-/3 cu yds	5 overflows x 4.33	\$757.75
○ Contaminated Load surcharge	\$125./Dumpster	1 Dumpster x 4.33	\$541.25
• Additional Cart or Dumpster Services	n/a	n/a	\$1,000.00
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2D</b>			\$13,205.40 <sup>2.1d</sup>

**2E. Litter Collection** (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 10 C3g)

Annual Services	Service Fee	Estimated Quantities	Monthly Rate
<b>Litter Rate Per Mile</b> Alleys (6.25 miles)	\$166./mile	6.25 miles x 4.33	\$4,330.-
<b>Litter (As-Needed)</b> Hours Spent	\$200./hour	8 hours x 4.33	\$6,928.-
<b>Additional Litter (As-Needed)</b> (up to 50% more hours)	\$35./bag	4 hours x 4.33	\$433.-
<b>TOTAL PROPOSED MONTHLY AMOUNT FOR 2E</b>			\$11,691.- <sup>2.1e</sup>

**TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2**

Monthly Amount for Task 2A	Monthly Amount for Task 2B	Monthly Amount for Task 2C	Monthly Amount for Task 2D	Monthly Amount for Task 2E	Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E	
<sup>2.1a</sup> \$6,000.-	<sup>2.1b</sup> \$11,179.04	<sup>2.1c</sup> \$21,375.04	<sup>2.1d</sup> \$13,205.40	<sup>2.1e</sup> \$11,691.-	<sup>2.1abcde</sup> \$68,450.48	
<b>Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E</b>					<b>Proposed Annual Amount for Task 2</b>	
<sup>2.1abcde</sup> \$68,450.48				x	12 months	= <sup>2.1</sup> \$821,405.76
<i>eight hundred twenty one thousand four hundred five dollars 76/100</i>						
<b>WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1</b>						

**ATTACHMENT 2-3**  
**Task 2 Emergency Service Fees**  
**West Whittier**

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

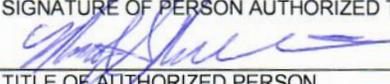
Services	Rate (billed to COUNTY)
<b>Automated Collection Services</b> (Section 10C3, Section 16B, and Exhibit 3A2 F1)	
<b>Automated Collection Services and/or Bulky Items</b>	Comparable Municipal Solid Waste fees
<b>Solid Waste not in Containers</b> (Exhibit 3A2 F2)	
<b>Solid Waste not in Containers</b>	<del>\$65</del> /ton and <del>\$42</del> /cubic yard
<b>Roll-Off Containers or Drop-Off Events</b> (Exhibit 3A2 F3)	
<b>Roll-Off Containers or Drop-Off Events</b>	Comparable Municipal Solid Waste fees
<b>Palm Frond Collection</b> (Exhibit 3A2 F4)	
<b>Palm Frond Collection</b>	<del>\$20</del> /hour per Vehicle
<b>Waste in Right-of-Way</b> (Exhibit 3A2 F5)	
<b>Waste in Right-of-Way</b> <ul style="list-style-type: none"> <li>• Abandoned Waste</li> <li>• Public Receptacles</li> <li>• Homeless Encampments</li> <li>• Human Waste Removal</li> </ul>	Comparable fees to Attachment 2-2 with a negotiated adjustment for distance.

## ATTACHMENT 2-4

### Schedule of Prices West Whittier

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

Total Proposed Annual Amount for Task 1 (Billed to Customer)	Total Proposed Annual Amount for Task 2 (Billed to COUNTY)	TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 + 2
\$ <u>1,849,885.92</u> <sup>1.1</sup>	+ \$ <u>821,405.67</u> <sup>2.1</sup>	= \$ <u>2,671,291.59</u>
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL)		
<i>Two million six hundred seventy one thousand two hundred ninety one <sup>59</sup>/<sub>100</sub></i>		

LEGAL NAME OF PROPOSER		
<i>Universal Waste Systems Inc.</i>		
NAME OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
<i>Mark Blackburn</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
<i>President</i>		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
<i>5/25/21</i>		
PROPOSER'S ADDRESS		
<i>9010 Norwalk Blvd. SFS CA 90670</i>		
PHONE	E-MAIL	
<i>(562) 941-4900</i>	<i>matt@uwsccompany.com</i>	