

CONTRACTOR EXECUTE

Agreement

003732



BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

WARE DISPOSAL, INC.

FOR

**THE EXCLUSIVE FRANCHISE CONTRACT FOR THE
AREAS OF SOUTH SAN GABRIEL/WHITTER NARROWS
(BRC0000448)**



Part I

Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

AND

WARE DISPOSAL, INC.

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

(BRC0000448)

FOR THE SERVICE AREA OF

South San Gabriel/Whittier Narrows

WITH A SERVICE COMMENCEMENT DATE OF

JULY 1, 2025

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(BRC0000448)

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This exclusive franchise contract (CONTRACT) is made and entered into on this 23rd day of June, 2025, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and Ware Disposal, Inc., a Corporation registered in the State of California, located at 1035 East 4th Street, Santa Ana, California 92701 (CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

RECITALS:

Purpose. To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1594, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

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

Mandatory Solid Waste Diversion. The State of California has found and declared that the amount of solid waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all solid waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must meet CalRecycle's targets related to Organic Waste. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR'S AB 939 waste Diversion programs, record keeping, and reporting; and

County Waste Management Plan. COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

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

- To assist residents located in the Service Area that discard solid waste in Carts to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, SB 1383, and other laws.

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

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

Task 2: Abandoned Waste Collection. Director has also determined to contract for Collection of the following in this CONTRACT:

- Efficient removal of Abandoned Waste and preventing the illegal dumping from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents.
- Maintenance of public curbside receptacles.
- Removal of Carts, Dumpsters, and roll-off containers the Director has deemed abandoned.
- Removal of waste from abandoned Homeless Encampments and provide regular Collection from occupied Homeless Encampments.
- Provide emergency services to remove Solid Waste not Collected or prevent it from not being Collected in any part of the County of Los Angeles or adjacent counties that in the judgement of the Director creates a danger to public health, safety, or welfare.

Compliance with Law. CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

Compliance with California Environmental Quality Act (CEQA). COUNTY adopted a Negative Declaration in 2022 to evaluate known impacts for required services. Any potential new or expanded facilities that CONTRACTOR may propose in the Service Area would be required to undergo local approval, entitlement, and permitting processes, which includes CEQA review. The cost of such facilities and any associated permitting processes (including CEQA review) must be paid for by CONTRACTOR proposing such facilities.

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

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

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

- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

Franchise Authorization. PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of Solid Waste management services, including:

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

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

A. Requirements/Grant of Rights

1. Grant of Rights and Privileges

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

a. Conditions

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

b. CONTRACTOR Acceptance

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

2. Grant of Exclusive Franchise for Collection in Residential Carts

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege together with the obligation to provide Task 1 Customer Services, by making independent arrangements with customer, with respect to solid waste discarded in Carts at Residential Premises within the Service Area, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

B. Exclusions from Service

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

1. Solid Waste to be Self-Hauled

This CONTRACT excludes the right and privilege that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons self-haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those

Premises, may collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

2. COUNTY and Third-Party Agencies

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

- COUNTY or any other entity governed by the Board of Supervisors;
- State of California;
- Federal government
- Any city;
- Railroad and utility properties without occupied structures;
- Any public-school district; or
- Any entity that is excluded by Applicable Law from the obligation to subscribe to Task 1 Services under this CONTRACT.

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

3. Rights Under California Public Resources Code Section 49520

a. Exclusion

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

b. Acknowledgement

CONTRACTOR acknowledges:

(1) No Statutory Rights

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

(2) Expired Term

This CONTRACT is an exclusive franchise.

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

(3) *Terminated CONTRACT*

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

(4) *Contract Claims*

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

c. Stop Contract Services / Procure New Services

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

4. Donation or Selling of Recyclables

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

5. Collection from Commercial and Multifamily Premises

This CONTRACT excludes the right and privilege to Collect transport, as well as Disposal/Diversion of Solid Waste from Commercial Premises and Multifamily Premises with five or more units, except where Director has deemed it necessary to include a Commercial Premises or Multifamily presence and informs CONTRACTOR of these locations in writing. For example, while most businesses are not included in CONTRACT, there may be an isolated business that uses Carts and there are homes nearby, so it is more efficient to CONTRACTOR.

6. Collection of Solid Waste in Dumpsters

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste in Dumpsters, excluding Manure-only Dumpsters. Persons may arrange with the COUNTY Authorized Commercial Waste Hauler to provide MSW Management Services 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.

7. Vacant Properties

This CONTRACT excludes the right and privilege to arrange to provide Task 1 Services to parcels identified by the Los Angeles County Office of the Assessor as vacant.

C. Exclusions from Exclusivity

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

1. County Services – Abandoned Waste and Litter Collection Services

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

2. Emergency Services

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area.

3. 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. See item M of Section 4 for single-pass details.

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

b. Onsite Management

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

c. Manure

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

D. Definition of Rights

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Task 1 Services set forth in this CONTRACT and receipt of compensation therefore, CONTRACTOR shall cease providing Contract Services on the Expiration Date even if that Expiration Date should occur before the expiration of the period described in PRC Section 49520. This CONTRACT and acknowledgments in this CONTRACT do not foreclose COUNTY from re-procuring contracts for MSW Management Services, including from CONTRACTOR, after termination of this CONTRACT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

E. Payment of Franchise Fees to COUNTY

In consideration for exclusive franchise rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR is solely responsible for payment of the Franchise Fee to COUNTY and shall not bill Customers for the Franchise Fee or any part thereof. CONTRACTOR acknowledges that the elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to and confers exclusive benefits upon CONTRACTOR.

F. Privacy (Contract Services)

1. General

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

2. Mailing Lists

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

3. Privacy Rights Cumulative

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

G. Ownership of Solid Waste

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

SECTION 2 - TERM OF CONTRACT

A. Term of Contract Services

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

“**Commencement Date**” may be as early as:

- 07/01/2025 for **South San Gabriel/Whittier Narrows**.

1. Expiration of the CONTRACT Term

- **June 30, 2029** plus any extensions in accordance with the following subsection A3, A4, and A5 for **South San Gabriel/Whittier Narrows**.
- An earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

2. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A3, A4, and A5.

3. Twelve, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to 12 times, each time in an increment of one to 12 months for a total of no more than 12 months. For example, the Director may first extend the Term for three months, subsequently extend it for two more months, and lastly extend it for one more month.

4. Response to Emergency Extensions

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

5. Contract Extension Cumulative

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

6. Transition to Next Waste Hauler

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

7. Notification to CONTRACTOR

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

- 90 calendar days before a 2-year extension begins
- 10 calendar days before a 1-month extension begins

B. Obligations Upon Expiration or Termination of CONTRACT

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

1. Acknowledgements

All acknowledgments, including those in the following Sections:

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

2. Representations and Warranties

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

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

3. Indemnities

All Indemnities.

4. Payments

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

- Payment of Transfer Deposits and Transfer Costs

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

5. Records and Reports

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

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

6. Provisions Surviving Expiration Date

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

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

a. Cooperation During Transition

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition. This includes providing an accurate customer list with service level and special services such as roll out and special rates such as senior discounts.

b. Removal of Carts

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

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

7. Container Purchase Option

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

C. Undepreciated Assets

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

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

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

A. Prescribed Scope

1. Task 1 Services

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

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

2. Task 2 Services

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

3. Additional Contract Services Requirements

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

4. General

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

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Task 1 and Task 2 Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies;
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the

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

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

5. Criminal Background Investigation

Upon Director's request, each of CONTRACTOR's staff performing services under CONTRACT, who is in a designated sensitive position, typically in regards to accessing private property or accessing County electronic data, as determined by Director in Director's sole discretion, must undergo and pass a background investigation to the satisfaction of Director, as a condition of beginning and continuing to perform services under CONTRACT. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include criminal conviction information. The expenses associated with the background investigation will be at the expense of CONTRACTOR.

Director, in its sole discretion, may immediately deny performing services under CONTRACT by any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of Director or whose background or conduct is incompatible with County policies.

Disqualification of any member of CONTRACTOR's staff pursuant to the section will not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of CONTRACT.

B. Change in Scope of Services

At the Director's sole discretion, the Service Area may be adjusted, either larger or smaller, by revising the map in item A of Exhibit 16. Task 1 Customer Services and/or Task 2 County Services within the adjusted area will be modified accordingly.

1. Task 1

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

2. Task 2

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

C. Vehicles

1. General

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

2. Automation

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

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

3. Fuel/Power

a. Types

Within the first 12 months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, or other alternatives to diesel fuel, as approved by Director

unless [Contractor Documentation](#) provides otherwise with respect to [Collection](#) at [Premises](#) that are difficult to serve as permitted in item O of this Exhibit.

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing the Service Area. CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfillment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1.

CONTRACTOR may propose an alternative procurement plan, as listed in item B22 of Exhibit 17 Contractor Documentation, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the 0.08 tons of Organic Waste per resident in the Service Area per year, required in SB 1383, Section 18993.1 (c). Implementation of such plan is subject to Director approval.

b. Reporting

CONTRACTOR shall maintain and update a monthly vehicle record for all vehicles servicing Director. Records for fuel vehicles shall include vehicle type, fuel type used, and fuel consumption, and records for electric vehicles shall include electricity consumed in kilowatt-hours (kWh). If electricity consumed is not available for electric vehicles, then records shall include miles traveled and fuel economy. Fuel and electricity consumption and/or mileage only needs to be recorded for CONTRACT-related trips.

Records shall be maintained for a period of at least three years. CONTRACTOR shall provide to Director upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10, Reports.

4. 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](#).

5. Maintenance

[CONTRACTOR](#) shall maintain [Vehicles](#) reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of [Director](#). [CONTRACTOR](#) shall maintain [Records](#) of inspections and maintenance of

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

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

6. Vehicle List

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

7. Vehicle Billboards

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

8. Company Name

[CONTRACTOR's](#) name or other name, as approved by [Director](#), and logo shall appear on all [Vehicles](#).

9. Vehicle Monitoring

In all Vehicles used for Collection of Task 1 or Task 2 Services, including monitoring, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a video equipment capable of capturing forward facing footage and a Solid Waste footage as it falls into the automated Collection Vehicle, unless Director consents otherwise. Video and location monitoring is required when maintaining Hot Zones, both for the monitoring and Collection. A side-facing footage is not required for the Collection of Abandoned Waste or Bulky Items or Hot Zone monitoring. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

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

On a weekly basis, Director may request copies of video and/or GPS Reports for Refuse, Recyclables, and Organic Waste Collection 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 GPS Reports for one entire Refuse, Recyclables, and Organic Waste Collection route that a specific Collection Vehicles travel in one day. This will typically be from the time the Vehicles leaves the yard until it returns at the end of the day. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated.

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

a. Video Equipment

Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection.

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

(1) Forward Facing Footage

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

(2) Waste Collection Facing Footage

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

b. Global Positioning System (GPS)

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

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 90 calendar days or other duration approved by Director.

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

10. Special Vehicles

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

11. No Comingling of Abandoned Waste and Bulky Items

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

- Small quantities of Abandoned Waste, or
- Rural areas where the distance between Occupants is great, or
- Rural areas where the road condition is poor.

If approved, CONTRACTOR must estimate the percentage based on weight of Abandoned Waste and Bulky Items collected, such as 75 percent of the load was Abandoned Waste with daily tonnages and percentages tracked for Reporting.

SECTION 4 - SERVICE STANDARDS

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

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below. All cleanups are immediate, including those outside normal working hours.

1. Litter

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

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

2. Spills

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

3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, water, or other liquids from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents. CONTRACTOR shall immediately notify Director of any leaks.

If any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials. Remediation may include power washing, steam cleaning, or cleaning with a detergent, if deemed necessary by Director. While power washing will not completely remove stains, it must significantly reduce them as well as remove any residue from the pavement. All liquids generated

during power washing must be contained, removed from the site, and properly disposed.

4. Noise

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

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

B. Private Property (Task 1 Services)

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

1. Private Property

a. Acknowledgements

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

b. Damage to Pavement: Waiver

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

c. Personal Injury: Indemnity

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold

harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

d. CONTRACTOR Indemnifies COUNTY

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

2. Single-Pass Collection

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

C. Non-Collection (Contract Services)

CONTRACTOR is not obligated to Collect in any of the following events but must Report events to Director:

1. Unpermitted Waste

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

2. Unsafe Condition

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

3. Not Bagged or Bundled

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

4. Not At Set-Out Site

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

5. Exceed Weight Limitations

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

6. Delinquent Payment

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

7. Inaccessible Premises

The Premises are not accessible to Vehicles.

8. Contamination

a. *Recyclables Containers*

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

b. *Green Waste Containers*

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

c. *Refuse Containers*

Manure in a Refuse Container.

d. *Manure Containers*

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

9. Unscheduled

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

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

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

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

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

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

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

D. **Nondiscrimination**

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

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

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

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

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

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

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

G. Publicity and News Media Relations

1. Publicity

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

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

2. News Media Relations; Trade Journal Articles

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

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

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

H. Responsiveness to County (Contract Services)

CONTRACTOR shall meet the following standards:

1. Normal

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day.

Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

2. Special Events

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

3. Emergency Telephone Messages

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

4. Written Correspondence

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

5. Meetings

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

I. No Commingling of Solid Waste

1. No Commingling Between Areas (Contract Services)

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

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

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

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

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has emptied its Refuse load at the approved facility. Additional requirements are in item G2 of Exhibit 3A1.

J. Key Personnel (Contract Services)

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 17.

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

1. Emergency Telephone Number

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

2. Lead Person

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

K. Uniforms (Contracts)

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

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

L. Confidentiality (Contracts)

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

M. Single-Pass Collection (Task 1)

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

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

1. Approval

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

- Proposed addresses,
- Written consent from all Customers affected by the single-pass, and
- Notification to Occupants residing on the Premises being serviced.

2. Vehicles

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

3. Fee

If approved by Director, CONTRACTOR may charge Customers the additional fee for the Customer Service Fees provided on the

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

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

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

SECTION 5 - ADDITIONAL CONTRACT PROVISIONS

Exhibit 5 contains additional CONTRACT provisions that are incorporated by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 3 General CONTRACT Requirements
- Part 4 Indemnifications and Insurance
- Part 6 Debarment Breaches and Defaults; Suspensions; Termination
- Part 8 Transfer of CONTRACT
- Part 9 General Provisions
- Part 10 Definitions and Interpretations of CONTRACT
- Part 11 Compliance with Laws and Regulations
- Part 12 Labor-Related Provisions Required in County Contracts

SECTION 6 - CUSTOMER SERVICE (Task 1 Services)

A. Facilities

CONTRACTOR shall maintain both the following:

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

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 17.

B. Telephone Service

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

1. Office Hours

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

2. After Hours

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

3. On Hold Messaging

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

4. Telephone Tree

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

5. Answer Speed

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

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

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

6. Bilingual

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

7. Knowledgeable Staff

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

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

8. Hold Time

CONTRACTOR shall have adequate customer service representatives to ensure Customers are not on hold for more than 10 minutes.

C. Paperless/Electronic Information and Services

1. Website

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

a. Service Information

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

b. Bill Payment

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

c. Service Requests

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

d. Contact Us

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

e. Link

Link to Director's website, CleanLA.com.

2. Smart-eClub

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

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

CONTRACTOR must make sure that Customers and Occupants that sign up for the paperless receive the same information as those with direct mail. For example, a Customer using reoccurring online bill invoicing and payments must be contacted electronically regarding rate increases or upcoming events.

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

3. E-mail Address

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants. Emails must send an initial acknowledgement within 24 hours of receipt on business days, and response to address issues raised within 2 business days.

D. Responses to Customer Complaints and Other Correspondence

1. Resolution of Complaints

a. Call/E-mail for Service

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

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

b. First Complaint

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

c. Second and Subsequent Complaints

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

2. Communications Log

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in

compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

3. Missed Collections

If Director, a Customer, or an Occupant notifies CONTRACTOR on a Service Day that CONTRACTOR has not Collected an Occupant's Solid Waste and not met its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

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

4. County's Reimbursement Costs

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

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

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

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

E. Service Interruption

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

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

F. Responsiveness to Customer

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

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

G. Setting Up or Terminating Service

1. New Customers

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer in-home Food Waste container

2. Terminating Service

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

SECTION 7 - SERVICE FEES AND BILLING

A. Customer Service Fees

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

1. **No longer used**

2. **Surcharges**

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

a. Billing Fees

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

b. Extra Containers

c. Difficult to Service

d. Roll out Service

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

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

e. Additional Bulky Item Collection

f. Excessive Container Exchanges

g. Manure Service

h. Bear Resistant Carts

i. Recyclables Cart with Gravity Lock

j. Monthly Container Cleaning

k. Container Removal and Return

3. Basic Service Fee Discounts

CONTRACTOR shall subtract the following discounts to the Basic Service Fee. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Senior Discount (25 percent)

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

(1) 62 or Older

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

(2) Head of Household

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

(3) Life-Line or Low Refuse Generator

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

b. No Service

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

c. Homeowner Association

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

- Pays fees on behalf of the residents in the complex/development,

- Enrolls in the Smart eClub, and
- Provides CONTRACTOR a minimum of 75 percent of the resident's current email addresses or cell phone numbers,

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

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

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

d. Second Recyclables or Green Containers

CONTRACTOR shall discount the second Recyclables Container or the second Green Container by 25 percent.

B. Customer Invoice and Payment

1. Invoice Content

CONTRACTOR shall include in its Customer invoice the following information:

a. Contact Information

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

b. Itemized Costs

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

c. Paperless Option

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

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

2. Frequency

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

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

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

3. Electronic Invoicing

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

4. Inserts

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

5. Electronic Payment

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

6. Refunds

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

7. Late Payment

Plain Language Table

Elapsed Time	Action
1 st day of period	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, ten percent late fee added
2.5 months	Reminder sent with warning of stop Additional Customer Services, container removal, and interruption fee
3 months	Additional Customer Services stopped
3.25 months	Notify Director of any anticipated Container removals
3.5 months	Extra Containers removed, apply interruption fee

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

If payment is not received after 1.5 month, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent, and a ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If payment is not received after 3 months, Task 1 Collection Service may be stopped. If payment is not received after 3.25 months, CONTRACTOR is to Notify Director of any anticipated Container removals. If payment is not received after 3.5 months, Task 1 Collection Service may be interrupted by removing the Containers from the premises and an interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

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

a. *Partial Payment*

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

Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

b. Returned Check Fee

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

C. County Service and Fees

1. County Service Fees and Maximum Contract Sum

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$502,809.00** per Contract Year as approved by the Board during CONTRACT award or any subsequent approvals. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

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

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, fullness of Public Receptacles, and photographs of Collected Abandoned Waste. Use of this application will minimize the amount of documentation required to be submitted where invoices will only need to include the total tons collected during the month. However, not using the application will require detailed invoices be submitted indicating the location of items collected and a brief description. The TMP application is currently based on an Environmental Systems Research Institute, Inc. (ESRI) program that requires a license fee per user of approximately \$500 per user, to be paid by CONTRACTOR. See item A1b of Exhibit 3A2 for more details on the application.

a. Abandoned Waste - Weekly Collection

For all Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7.

CONTRACTOR may request a fee for the tons Collected. CONTRACTOR is not required to provide evidence of Abandoned Waste removal beyond the use of the TMP, unless requested by Director.

(1) Abandoned Waste Not Commingled

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards, or other method satisfactory to Director.

(2) 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.

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

(2) Additional Hot Zone Monitoring

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

(3) Collection and Disposal

There is no special fee for Abandoned Waste collected in a Hot Zone. Rather the weight is to be included in the waste collected under item a. above, in this billing section.

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. People Experiencing Homelessness (PEH) Encampments

(1) *PEH Abandoned Waste*

(a) *Surcharge*

CONTRACTOR may request an additional fee for Collections made during the cleanup at abandoned PEH Encampments or abandoned waste from PEH during the month.

It is anticipated that most Personal Protective Equipment would be reused for multiple cleanup locations. Therefore, there would be one surcharge for all cleanups in an area (within 15 minutes of each other).

(b) *Collection and Disposal*

There is no special fee for weight for volume of Abandoned Waste collected related to PEH. Rather the weight is to be included in the waste collected under item a. above, in this billing section.

(2) *Occupied PEH Encampments*

CONTRACTOR may request a fee equal to the number of each bag, box, or Dumpster delivery or Collection made each week at PEH Encampments during the month.

f. Emergency Assistance

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7.

g. Litter Collection

(1) In Alleys

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

(2) As-Needed

CONTRACTOR may request a fee equal to the number of hours spent Collecting during the cleanup of the right-of-way during the month.

(3) Additional

CONTRACTOR may request a fee equal to the additional number of hours spent Collecting 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 Maximum Contract Sum.

5. Request Work

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

6. Performing Work to Exceed Maximum Contract Sum

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

7. Budget Reduction

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

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

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

8. Deductions

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

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

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

10. No Longer Used

11. Change in Service Area

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

included a change in the number of public receptacles and a change in the number or length of Hot Zones.

12. Dissolution of Service Area

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A2 of Section 1.

SECTION 8 - WASTE CHARACTERIZATIONS/EVALUATIONS

A. Participate with County Study

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

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

B. Perform Study

CONTRACTOR shall perform waste evaluations or route reviews to assist County in compliance with SB 1383, Article 3, Sections 18984.5(b) or 18984.5(c). CONTRACTOR shall follow all guidelines, sampling methodology, and reporting established by CalRecycle when conducting the study.

C. Facility Results

As required in item A2f of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

SECTION 9 - RECORDS

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

A. Record Maintenance and Retention

1. All Records

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

2. Disposal Records

CONTRACTOR acknowledges:

a. *Claims*

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

b. *Quantity*

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

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

3. Notification

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

B. County Custody

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

C. Inspection and Review of Records

Upon 5 Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review, excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR shall allow Director or its contractor to use CONTRACTOR's copy machine, provided it does not interfere with CONTRACTOR's operations. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's costs.

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

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

Director will give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of Customer or County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees or other payments. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

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

D. Copies of Audits

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

Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

E. Submission of Records

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

F. Public Record Request

1. Exclusive Property

The following become the exclusive property of COUNTY:

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

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

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

2. Defend, Indemnify and Hold COUNTY Harmless

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents

including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

SECTION 10 - REPORTS

A. Types and Content

1. Monthly Data

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

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

2. Quarterly Reports

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

a. Rejected Recyclables and Organic Waste

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

b. Educational Materials

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

c. Non-Collection Notices

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

d. Customer List

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

e. Containers Removed Upon Director Request

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

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

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

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

f. Waste Characterization/Route Reviews

Results of any waste characterizations, evaluations or route reviews performed, per Section 8.

g. Occupants with Inadequate Service

Addresses, existing service levels, and suspected issue.

h. Landfill Vouchers

Serial number and type of solid waste for each landfill voucher that was redeemed during the quarter, as required in item H3 of Exhibit 3A2.

i. Fuel/Power

CONTRACTOR shall maintain and update a monthly vehicle record for all vehicles servicing Director, as required in item C3 of Section 3.

3. Annual Report

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

a. Waste Diversion Program Implementation

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

b. Subcontractors

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

c. South Coast Air Quality Management District Rule 1193

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

d. Services Information

a. Task 1

Information relating to Task 1 Services requested by Director. Provide a summary of the Task 1 Services provided under Exhibit 3A1, consisting of the following:

- Item A - Tons of Refuse, Recyclables, Organic Waste, and Manure Collected, by month
- Item B - Gate Rates at all facilities that Solid Waste was taken to, by month
- Item C – Summary of Special Services
 - Christmas Tree
 - Curbside Cleanup
 - Community Cleanup
 - Sharps
 - Mulch/Compost/Shredding Program
- Item D – Summary of Public Education and Outreach

b. Task 2

Information relating to Task 2 Services requested by Director. Provide a summary of the Task 2 Services provided under Exhibit 3A2, consisting of the following:

- Item A - Tons of abandoned waste removed from the public right-of-way (sidewalks, streets, and alleys), including any Hot Zones.
- Item B - Collection made from Public Receptacles.

- Item E - Services provided to Homeless Encampments
- Item F - Any emergency assistance provided
- Item G - Any litter collection provided
- Item H – Number of landfill vouchers provided to COUNTY or redeemed by Occupants or Customers

e. Scavenging

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

f. Vehicles

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

4. Reports of Violators

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

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

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

B. Submission of Reports

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

1. Monthly Reports

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, in accordance with this Section and Section 12.

2. Quarterly Reports and Annual Report

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

C. Reporting Adverse Information

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

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

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

D. County's Right to Request Information

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

SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

A. Director's Right to Provide Contract Services

1. Events

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

a. CONTRACTOR Does Not Provide Service for a Period of 48 Hours

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

B. Task 1 Customer Services - Response to Emergencies

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

1. No Stop Service

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to or after the emergency, except where a Customer that was delinquent before the emergency continues to be delinquent during 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 or after the emergency. An outstanding balance from before or after the emergency, or a Customer that does not comply with the extended payment option below, may have late fees applied.

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 without late fees or interest. Not applicable to debt predating the emergency or fees for services after 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 for Customer to remain on hold before 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 trash with Recyclables and/or Green Waste with Refuse

5. Contract Extension

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, COUNTY may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of items 1, 2, and 3. Any extension under this provision requires mutual agreement by both Director and CONTRACTOR.

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

6. Debt Incurred During Emergency

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. Any debt prior to the emergency and any additional debt after the emergency shall not be included in the amount to be shared with COUNTY. CONTRACTOR must submit documentation to the satisfaction of the Director. Director is the final arbiter of the amount to be shared. CONTRACTOR may collect the amount to be shared with COUNTY by invoicing the Director 13 months after the end of the emergency, allowing for 12 months of Customer repayment in item 3 above.

For example, if the CONTRACTOR has \$5,000 of unpaid bills before the emergency, \$100,000 in unpaid bills during an emergency, and \$7,500 of

unpaid bills during the 12 months after an emergency, the COUNTY share will be \$50,000.

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

7. 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 500 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 verifiable missed Collection. This would include when a Customer calls to complain about a missed collection and CONTRACTOR is unable to prove via video recordings and GPS reports that the Collection was made.

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 Occupants. In addition to CONTRACTOR

staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation 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 Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

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

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

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

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

2. Inventory

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

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

3. Insurance

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

4. Vehicle Certification for FEMA

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

SECTION 12 - ENFORCEMENT OF CONTRACT

A. As Provided by Law

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

B. COUNTY'S Additional Remedies

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

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

C. Injunctive Relief

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

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

- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

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

D. Recovery of Damages

1. Compensatory

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

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs incurred by COUNTY to provide or reprocur MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

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

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

2. Liquidated Damages

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

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

- a.** COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.
- b.** COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c.** Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, criticism, and complaint by Customers and Occupants; lost staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services. Additionally, it is difficult to predict the impact of damages as they are applied to events such as a large number of Customers or a long leak from a truck, which may result in an unreasonable assessment of damages. Therefore, COUNTY may be willing to negotiate a final damage amount, payment schedule, or alternate method of compensation such as services in lieu of a cash payment. Director has the final say in the assessment of damages. Failure to pay liquidated damages is considered a breach of CONTRACT.
- d.** The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services

in accordance with the terms and conditions of the CONTRACT for County Service Fees.

- e.** In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.
- f.** The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

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

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

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

E. County's Reimbursement Costs

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

F. Waiver

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

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

A. Protocol

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

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

B. Prohibition on Collection

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic Waste unless it is licensed under Applicable Law, except as otherwise required in CONTRACT such as with the Collection of refrigerators and air conditioners as part of the Bulky Item program in item B of Exhibit 3A3 and as defined as a Bulky Item in Attachment 5-10A. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

C. Notice to Director

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

D. Labels

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

SECTION 14 - EXECUTION OF CONTRACT

A. Execution in Counterparts

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

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

B. Authority to Execute

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

SECTION 15 - PERFORMANCE ASSURANCE

A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**").

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

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

- 15 percent of previous contractor's Gross Receipts from Task 1 Services minus any Franchise Fees for the last 12 months of the prior contract;
- + 15 percent of previous contractor's Gross Receipts from Task 2 Services for the last 12 month of the prior contract;
- + 110 percent of any Franchise Fees paid by previous contractor during the last 12 months of the prior contract;
- + 110 percent of any liquidated damages assessed to CONTRACTOR by COUNTY during the last 12 months of any contracts with COUNTY;
- + \$100,000;
- = SUM OF PERFORMANCE ASSURANCE (\$150,000 MINIMUM)

Service Area	Amount of Performance Assurance
South San Gabriel/Whittier Narrows	\$184,013.86

For the second Contract Year, and in all subsequent Contract Years, the performance assurance amount must be not less than the sum of below. At the time of this calculation, Director shall use the prior 12 whole months of available data. If for the second Contract Year, 12 months of data are not available, the available data shall be prorated over 12 months. For example, a calculation performed on October 10 may use August 1 of the prior year through July 31 of the current year, because data for August and September of the current year were not available.

15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services minus any Franchise Fees during the prior 12 months;

- + 15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for during the prior 12 months;
- + 110 percent of any Franchise Fees paid by CONTRACTOR during the prior 12 months;
- + 110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the prior 12 months; and
- + Up to \$100,000, at the discretion of Director;
- = SUM OF PERFORMANCE ASSURANCE (\$100,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to; (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, liquidated and compensatory damages, and expenses related to the solicitation process for a new contract; (3) ensure satisfaction of all Performance Obligations, including payment of any Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

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

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

B. Further Assurances

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

1. Labor

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

2. Tipping Fees

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

3. Employee Wages

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

4. County

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

5. Meet Obligation

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

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

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

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

SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

A. Maps

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

B. Sample Graphics

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

C. Data

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

D. Outreach

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

E. SWIMS

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

SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

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

B. Changes in CONTRACTOR Documentation

1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

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

Acknowledgment: CONTRACTOR has submitted the attached CONTRACTOR Documentation.

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

2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

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

Acknowledgment: I have reviewed and approved the attached CONTRACTOR Documentation

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

SECTION 18 - ADVERTISING AND OTHER EXTERNAL COMMUNICATIONS ABOUT THE CONTRACT

Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Contractor's, application for an award or any other recognition of the Contract; and (2) any advertising or promotion of the Contract and/or the Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Contractor to make revisions to the information prior to disclosure.

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

COUNTY OF LOS ANGELES

By *Heather Egan Shan*
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Talin Halabi*
Deputy

WARE DISPOSAL, INC.

By *Jeanne Wave*
President

Judith Wave
Type or Print Name

Ben M. Ware
Secretary

BEN WARE
Type or Print Name

ACKNOWLEDGMENT

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

State of California

County of Orange

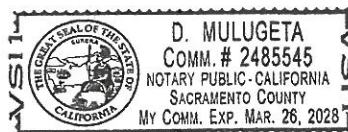
On June 11, 2025 before me, D. Mulugeta, Notary Public
(insert name and title of the officer)

personally appeared Judith Helaine Ware
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 Orange)

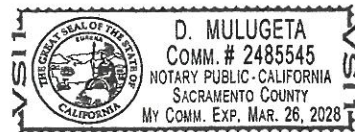
On June 16 2025 before me, D. Mulugeta - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

A. No Longer Used

B. Solid Waste Collection Requirements

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

1. Days Authorized to Collect

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

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

2. Collection Hours

CONTRACTOR shall Collect only between the hours of 6 a.m. and 6 p.m., except for Collection from Commercial Customers and Occupants in accordance with County Code, including Section 12.08.520 Refuse Collection Vehicles.

If it becomes evident that CONTRACTOR may not be able to complete its scheduled work within the required hours, CONTRACTOR shall immediately notify Director and receive consent to Collect outside of regular hours or to Collect the next business day. Notification shall be to the COUNTY's designated contract administrator and their supervisor but notification outside of the Director's regular business hours must also include the COUNTY's authorized representative in Attachment 5-9G and their assistant. Director may request a proposal for measures to be taken to maintain the scheduled service without delay or interruption.

CONTRACTOR shall not Collect in School Zones within 30 minutes of the school's starting time and ending times.

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

3. Collection Frequency

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

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

4. Collection Schedule

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

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

Service Areas or portions thereof without an existing Director-approved Collection schedule shall have one developed by CONTRACTOR and approved by Director.

5. Holidays

CONTRACTOR may observe the following Holidays:

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

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

C. Diversion

1. Divert Materials

a. Refuse Transport and Disposal

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility in Contractor Documentation in Exhibit 17. CONTRACTOR may be directed to use facilities designated by Director, as provided in item F2 of Exhibit 3A1.

b. Recyclables Transport and Processing

(1) Facility Designated in Exhibit 17

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

(2) Facility Standards

Director reserves the right to set Processing facility standards, review documentation, and inspect facilities and not allow use of facilities that do not meet Director's standards.

(3) E-Waste

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

c. Organic Waste Transport and Processing

(1) Facility Designated in Exhibit 17

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

(2) **SB 1383 Compliance**

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

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

d. *Manure Transport and Processing*

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

2. Reasonable Business Efforts to Divert

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

a. *Bulky Items*

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

b. *Abandoned Waste*

Abandoned Waste Collected in accordance with Exhibit 3A2

c. *Excess Solid Waste*

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

d. *Manure*

Manure observed in Refuse Containers by offering Manure-only Containers

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

1. Reuse, as-is
2. Disassemble, for reuse or Recycling
3. Recycle
4. Conversion
5. 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 which requires the State to achieve Organic Waste Disposal reduction targets.

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

- Recyclables will include wood, dry lumber, and textiles as part of the Bulky Item Collection but are not to be placed in the Recyclables Cart.
- 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 such waste is not required to go to a high diversion Organic Waste processing facility.

a. Residential Occupants with Carts and/or Dumpsters

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

D. Containers

1. Standard Containers

CONTRACTOR shall provide to each Occupant the following:

- a. One 96-gallon Refuse Cart;*
- b. One 96-gallon Recyclables Cart;*
- c. One 96-gallon Green Waste Cart or upon Occupant request one 32-gallon Food Waste Cart with one 64-gallon Green Cart.*

2. Extra or Larger Capacity Containers

If Customer requests an extra Container or larger capacity Container for Refuse, Recyclables or Green Waste/Food Waste beyond the carts as described above, the Customer shall pay CONTRACTOR the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall credit existing charges towards the upgraded service.

3. Delivery, Removal, and Exchanges

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

a. Starting or Stopping Service

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

b. One Annual Exchange of Containers

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

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

c. Multiple Exchanges of Container(s)

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

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

d. Cleanliness of Containers

While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers. This includes the delivery of additional Containers, exchange of Containers, or washing used Containers.

(1) At Contract Start for Used Containers

Starting within 3 months of Commencement Date, CONTRACTOR is to arrange and coordinate cleaning the inside of all of the Customer's Containers if those Containers were not new at the Commencement Date.

However, Director may determine the cleaning is not necessary and in lieu of the service, require the monthly rate be reduced by the cleaning costs, as indicated on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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

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

However, Director may determine the cleaning is not necessary and in lieu of the service, require the monthly rate be reduced by the cleaning costs, as indicated on Attachment 7-2, Task 1 Service Fees of Exhibit.

(3) Monthly Cleaning by Customer Request

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

This service may be offered either for every Customer on a Service Day is cleaned on the same day or scattered throughout the month. Additionally, CONTRACTOR may choose to exchange Containers with clean ones.

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

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

(1) **Third-Party Containers**

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

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

(2) **CONTRACTOR's Containers**

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

Warn (only upon direction from Director)

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

Remove (only upon further direction from Director)

- Take photographs of Containers and make available to Customer and Director, upon request.
- Remove any Cart or Dumpster from the Right-of-Way, within two Service Days.

- On the same day as removal, contact Occupant and Customer by telephone and by text or email to notify them of the removal, the reason for it, and how to have it returned.
- Charge Customer the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Note that this surcharge may be increased by 25 percent for each additional occurrence within the past, rolling 12 months. For example, if the first time the fee was \$20, one month later it would be \$25, three months after that would be \$31.25, but 14 months later it would be back to \$20 (or whatever the current Basic Service Fee is with applicable rate adjustments).
- Charge an additional surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7, if the Set-Out Site contains Solid Waste that CONTRACTOR places inside Containers upon their return.

Return

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

Notify Director

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

4. Repair and Replacement

a. Identification/Reporting

CONTRACTOR shall repair or replace damaged Carts that it observes are damaged when providing service and upon request from Director, Customer, or Occupant. This includes any Carts that may fall into the Collection Vehicle.

b. Fee

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

- A Container is missing but Customers or Occupants do not either report the theft of the Container to the police or sign and submit a

loss attestation form. A police report or loss form shall not be required for losses reported during the 2 weeks following a significant weather event such as heavy rains or wind, that caused numerous Carts to be moved by nature.

- The Container is damaged due to Occupant negligence such as disposing of hot ashes inside the Container or over-filling the Container so that lifting it damages the Collection Vehicle. Director's determination of Occupant negligence is final.

c. Repair or Replacement

CONTRACTOR shall repair or replace severely damaged unusable Containers within two Service Days or on the next collection day for damaged but usable Containers, after CONTRACTOR observes the damaged Container or when requested by Director, Customer or Occupant. "Damage" includes missing or inoperable lids.

5. Placement (Set-Out Site)

CONTRACTOR shall arrange for the location of a Set-Out Site directly with Occupant. If no arrangement is made, then the default location is the curb of the street for the address of the Occupant or in the alley behind the Occupant's property. CONTRACTOR must move Containers from an alternate location and return them, when providing roll-out service under item I of this Exhibit.

CONTRACTOR shall return empty Containers upright and to their Set-Out Sites. CONTRACTOR shall not impede pedestrian or vehicular traffic. The Set-Out Site should be located at the curb or as otherwise provided in County Code Section 20.72.100, except during heavy rains when CONTRACTOR shall return Containers approximately 2 feet from the curb to keep the gutter unobstructed and prevent the Containers from being washed away.

6. Inventory

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

CONTRACTOR shall notify Director if inventory is inadequate, including an explanation of why inventory dropped below the two-Service Day standard.

For example, CONTRACTOR might submit its timely order for Containers but receive them later than manufacturer originally represented due to manufacturer's backlog or other delay.

If Contractor fails to provide Occupants Container, as required in Section D.4.c of Exhibit 3A1, then Director may require CONTRACTOR to maintain an inventory of 10% of the total number of Containers in use by Occupants.

7. Graffiti

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

8. Alternative Container Sizes

If a Customer or Occupant requests alternate Container sizes, CONTRACTOR shall provide the type of Containers described in Contractor Documentation in Exhibit 17. For the purposes of this CONTRACT, Carts with a capacity between 95 and 100 gallons are equivalent to 0.5 cubic yards. CONTRACTOR shall provide the number of alternative Containers having the same aggregate capacity as CONTRACTOR would have provided to that Occupant. For example:

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

9. Additional Specifications

CONTRACTOR shall provide to Occupant wheeled Containers compatible with automated Collection Vehicles having the specifications described in Contractor Documentation in Exhibit 17. Director approval is required for labeling and any alternatives to the specifications below. All containers must comply with Article 3, Organic Waste Collection Services, Section 18984.7 of SB 1383.

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

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

a. Carts

(1) Capacity

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

(2) Labeling of Body

Containers shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Containers are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Containers without reflective paint, there must be a reflective sticker or paint somewhere added to the Container.

(3) Labeling of Lids

Cart lids shall be labeled similar to the template in item B1 of Exhibit 16 and shall clearly display CONTRACTOR's phone number, website, and contents for which the Container is designated, a warning that the Disposal of Unpermitted Waste in the Container is prohibited, and acceptable/not acceptable contents. If labeling is done with stickers instead of heat stamping, stickers must be monitored and replaced as necessary when missing or faded. Lids must be in compliance with SB 1383 requirements.

(4) Manufacturing Process

Each plastic Cart shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials. Additionally, flexible Carts give the impression of low-quality and therefore new, rotationally molded Carts will not be allowed.

(5) Cart Reuse

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

(6) **Weight Limits**

(a) **Refuse and Recyclables**

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

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

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

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

b. Dumpsters

The following conditions apply when Dumpster service is provided.

(1) **Lids**

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

(2) **Labeling of Body**

Dumpsters shall clearly display CONTRACTOR's name in a contrasting color, with reflective paint. If Dumpsters are purchased from previous waste hauler, a reflective sticker with the new logo may be placed over the old logo but stickers

must be replaced if they fade or fall off. If CONTRACTOR is reusing their own Dumpsters, there must be a reflective sticker or paint somewhere on the Container.

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

10. Customer or Occupant Declines a Portion of Collection Service

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

11. Container and/or Cart Lids Purchase Option

In the event of Breach or termination, COUNTY may purchase some or all Containers (body with lid) and/or Cart lids (not attached to body) on the effective date of the contract termination Notice at a price equal to the then book value of Containers and/or Cart lids amortized straight-line over the initial Term of the CONTRACT. This includes Containers and/or Cart lids stored in CONTRACTOR's inventory for future use under the requirements of subsection 6 of this Section. CONTRACTOR shall transfer or assign to COUNTY all rights necessary to give COUNTY ownership, possession and use of Containers and/or Cart lids, including under any Containers and lid acquisition agreement.

12. Bear-Resistant Carts

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

13. Manure Service

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

14. Cart with Gravity Lock

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

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

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

15. Occupants with Inadequate Service

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

CONTRACTOR shall Report this information quarterly, as required in item A2g of Section 10.

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

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

1. CONTRACTOR-Designated Solid Waste Facility

CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. CONTRACTOR may designate a Solid Waste Facility or Facilities that utilizes Conversion Technology or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities or change in rates at an approved facility, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the

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

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

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

2. Flow Control

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

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

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

3. Land Application of Organic Waste

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

G. Recyclables

1. Scavenging - Discouragement

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

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

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

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

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

Taking actions under County Code Section 20.72.196 to discourage Scavenging.

2. Prohibition on Mixing Recyclables, Organic Waste, and Refuse

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

- a. **Mix the contents Collected from Recyclables, Green Waste, and Refuse Containers; or**
- b. **Dispose of Recyclables or Organic Waste Collected, except for:**

- (1) Incidental amounts of Recyclables or Organic Waste that an Occupant commingles with discarded Refuse;
- (2) Contaminated Recyclables or Organic Waste that cannot be Diverted using Reasonable Business Efforts if CONTRACTOR has previously exercised Reasonable Business Efforts to provide Occupant education with respect to reducing that contamination.

3. Residuals

- a. **Minimize Quantity of Residuals**

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

- b. **Maximize Diversion of Residuals**

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

4. Diversion of Recyclables

CONTRACTOR shall Divert all Recyclables whether Diversion is a net cost or profit. Where the cost of Diversion of a material exceeds the cost of Disposal, CONTRACTOR may seek permission from Director to Dispose of the material.

5. No Longer Used

6. Changes in Materials

Materials may be added or deleted from the definition upon Notice to CONTRACTOR and upon Reasonable mutual agreement of Director and CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft Notice informing Customers of changes in materials. Following COUNTY's approval, CONTRACTOR shall distribute

those Notices to Customers and Occupants in the manner that Director requests in accordance with Item L4b of this Exhibit.

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

Examples of adjustments (or no adjustments) might be:

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

7. Waste Characterizations

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

H. Special Services

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

1. Christmas Tree Collection

For a minimum of three weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all natural Christmas trees stripped of ornaments, garlands, tinsel, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the three-week period are to be Collected as Green Waste and therefore limited to 4-feet in length. Flocked trees are not included in this program and must be called in as a Bulky Item for collection. All materials Collected shall be Diverted to the maximum extent feasible.

2. Annual Curbside Cleanup Event

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

While quantities are unlimited, CONTRACTOR may request Occupants to call 7 days in advance of the event if they plan on putting out more than what would fit in a 3 cubic yard dumpster. Such Notice must then be in all advertisement of the event. On the day of the event, if CONTRACTOR encounters large piles that were not called in, CONTRACTOR may either Collect the Solid Waste or may tag the pile indicating that approximate date when CONTRACTOR will return to Collect it, not longer than 14 days from the event date, and document it with photos.

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

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

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

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

CONTRACTOR is to anticipate that some Occupants will place items at the Set-Out Site after 6 a.m. and after CONTRACTOR has passed that Occupant's home. Therefore, prior to the end of each day's event,

CONTRACTOR shall return to each street one time to ensure that all discarded materials placed at Set-Out Site were Collected. CONTRACTOR is not required to use a Collection Vehicle for the second pass. For example, CONTRACTOR's route supervisor may check the Set-Out Sites. If any discarded material is found, CONTRACTOR shall Collect it that same day. Any items in the Public Right-of-Way after CONTRACTOR has returned one time are considered Abandoned Waste.

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

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

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

3. Bulky Item and Excess Solid Waste Collection

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

4. Priority Pickups at Director's Request

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

a. End of Next Service Day

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

b. Same Day

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

5. Special Cleanup Events Services

At Director's request, CONTRACTOR shall provide Containers for discards of Solid Waste for community cleanup projects or public events located throughout the Service Area during any 12-month period:

- 6 events for roll-off bins (up to 80 cubic yards per event) or Dumpsters (up to 6 Dumpsters per event), and
- 20 events for cardboard boxes and/or bags (up to 50 boxes and bags per event).
- 2 events for Green Waste Collection, when applicable*

* There may be Service Areas with a higher demand for Diversion of the landscaping materials. See Exhibit 3A3 for any additional requirements.

CONTRACTOR may be required to replace filled Containers during the event if directed to do so by Director prior to the event and shall be responsible for removing any Refuse that is left alongside of, rather than inside, the Containers. CONTRACTOR shall Collect Containers at the end of the event, the next day, or other date agreed to between Director and CONTRACTOR. Event participants will be instructed to gather bags into piles at the end of the event. CONTRACTOR shall provide all the necessary staffing, labor, Vehicles, Containers, and other equipment, and materials or supplies (such as plastic bags in portable containers).

6. Sharps Collection

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

a. Four Sharps Containers per Year

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

b. Collect or Pre-Paid Mailer

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

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

7. Mulch/Compost Giveaway & Shredding Program

CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips), Compost, and a document shredding service 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 location details and 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>)

CONTRACTOR shall also offer on-site shredding of unlimited quantities of paper documents from Residential Premises. CONTRACTOR is not required to accept documents from a business. CONTRACTOR shall allow Customer or Occupant to witness the shredding to provide additional assurance of preventing identity theft.

a. Pickup Event

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

b. Delivery

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

8. Director's Fund

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

Examples of use of this fund are as follows:

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

Unused funds at the termination of CONTRACT shall be transferred to COUNTY within 60 days of being invoiced by COUNTY.

I. Roll-Out Services for Containers

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

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

1. Full Service (Up to 50 feet) Carts

This service is for a typical urban Single-Family Home, or similar, to move the Carts from near the home, to the street, and back again. The roll-out

shall be on paved, relatively flat surfaces at a distance up to approximately 50 feet from the Set-Out Site to the Occupant's on-site storage location, measured along the route the Container must travel. This service shall be for the charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

These services include the following:

a. *Move Carts*

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

b. *Carry Bulky Items*

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

2. Extended Full-Service Carts

This service is the same as the services in item 1, Full Service in this Section but with either of the extenuating circumstances below for the Extended Full Service charge in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. *Long Driveways/Roads*

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

b. *Unpaved Driveways/Roads*

Conditions of the property such as the surface is unpaved, prevents one Person from easily or safely rolling the Cart or requires two people or a pickup truck to safely carry a Bulky Item. Care must be used to not create significant dust.

c. *Steep Driveways/Roads*

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

3. Minimum Service (Up to 15 feet) Carts

This service is like item 1, Full Service in this Section but for areas with Set-Out Site limitations and a distance up to approximately 15 feet. It does not include opening a gate or other barrier. The distance is measured between the Occupant's temporary storage location, such as the grass parkway or sidewalk, to the Set-Out Site. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

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

a. *Bike Lanes*

CONTRACTOR is required to provide the service for no additional charge to Customers with the Set-Out Site at a marked, dedicated bike lane (Class II Bikeway). The purpose of this service is to keep Containers out of the bike lane. Any properties that have adequate space onsite for the Collection Vehicle to pull out of the flow of traffic shall not require this service.

This service is to help prevent Containers from being a hazard in the bike lane. CONTRACTOR is to move Containers to the street temporarily for Collection and return Containers to where Occupant had placed them. CONTRACTOR shall not leave the Containers in the bike lane for Collection for more than 30 minutes.

This service is not required along bike routes (Class III Bikeway) that share travel lanes with vehicular traffic.

b. *Other Obstacles*

This service is for areas with dense parking, narrow streets, animals, or other reasons as required by Director. Director will indicate in Exhibit 16, which properties are required to use this service. CONTRACTOR may charge Customer the fee in Attachment 7-2, Task 1 Service Fees of Exhibit 7

J. Method of Payment for Task 1 Services

CONTRACTOR shall bill Customers directly for Task 1 Services in accordance with items A and B of Section 7.

K. Transition Roll-Out Plan

At least 30 days Prior to the Execution Date, CONTRACTOR shall provide to Director for approval a start-up transition and Container roll-out plan, including both

time line and tasks. CONTRACTOR shall submit a plan in accordance with item B19 of Exhibit 17, and shall address items such as:

- Ordering Vehicles and/or Containers;
- Vehicle and/or Container delivery from manufacturer;
- Container assembly;
- Distributing Containers to Customers and Occupants;
 - Must match existing size and number of containers at each Occupant.
- Notify Customers of any fees or surcharges that were not in previous contract, prior to charging them.
- Container removal for unwanted Containers and no charge to Customers that call before the due date on the first invoice;
- Public outreach and education activities;
- Determining routes;
- Training route drivers;
- Address anticipated higher call volumes, emails, and website inquiries;
 - During the first month of Collection service, telephone hold times and answering speeds in items 5 and 8 of Exhibit 3A1B may be extended to 20 minutes on hold and answering within 6 rings.
 - During the first month of Collection service, send an initial acknowledgement within 48 hours of receipt on business days, and response to address issues raised within 4 business days.
- Collecting old Containers;
- Commencement Date of Collection; and
- Prevent missed collections at Occupants with roll-out services.

CONTRACTOR shall implement the approved start-up transition roll-out plan for an orderly transition of Refuse services from one contractor to another. Special attention must be paid to customers with roll-out service to ensure their collection is not missed.

CONTRACTOR shall automatically apply senior discounts to outgoing contractor's customers without requiring any additional paperwork or submittals from Customers.

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

- Collect Solid Waste from outgoing CONTRACTOR's Containers;
- Allow outgoing CONTRACTOR to Collect from Containers;
- Service, remove, and store outgoing contractor's Containers after transition;
- Allow future CONTRACTOR to Collect from Containers after the termination of CONTRACT; and

- Continue Occupant's services, Container quantity and sizes, and discounts from outgoing CONTRACTOR's customer service list, including not providing Containers to addresses not utilizing outgoing CONTRACTOR's services.

Director, in his sole discretion, shall resolve disagreements and/or require written agreement(s) between CONTRACTOR and other contractors at the beginning or end of CONTRACT. The agreement may address Container Collection, Container distribution, staging area, or other issues.

L. Public Education and Outreach

CONTRACTOR shall develop, disseminate, and conduct comprehensive public education and outreach regarding services to maximize Diversion of Recyclables, Green Waste, Organic Waste, Bulky items, Sharps, and E-waste. Director may assist by providing templates for some or all outreach materials. CONTRACTOR must use any templates provided by Director in the file format provided, which may be Word, Publisher, Adobe PDF, Canva, or other, and must return files for review by Director in the same format.

The public education and outreach components shall include but not be limited to the following:

1. Customer Terms and Conditions

Before commencing Task 1 Services and annually thereafter by July 1, CONTRACTOR shall provide a Terms and Conditions to Customers and Occupants, substantially in the form included in Exhibit 16 and approved by Director.

CONTRACTOR shall distribute to Customers and Occupants a copy of the Terms and Conditions upon request.

Director may change the form and content of Terms and Conditions from time to time after Notice to CONTRACTOR. CONTRACTOR may change the form of Terms and Conditions only with Director's prior written consent in accordance with item L1.

2. Service Brochure(s)

Before commencing Task 1 Services and to each new Customer and Occupant, and annually throughout the CONTRACT term, CONTRACTOR shall provide a service brochure to Customers and Occupants, specifically in the form included in item D of Exhibit 16, which must include at a minimum, all the following items:

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;
- CONTRACTOR's Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the Customer's or Occupant's service complaint is not satisfactorily resolved;
- Description of Organic and Green Wastes and items (such as palm fronds) that do not comprise Organic Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

3. Community Meetings/Events

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

a. Prior to Start of Contract

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

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

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

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

b. Upon Director Request

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

(1) Operate Recycling Information Booths

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

Additionally, upon Director request, CONTRACTOR shall order and provide up to \$1,000 worth of miscellaneous promotional items such as miniature recyclables carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a specific event or Director may distribute these items at any events.

(2) Other Activities/Actions

CONTRACTOR shall conduct other similar activities and take other similar actions requested by Director.

c. Annual

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

- Up to two on weekday evenings;

- Up to two on separate Saturdays; and
- Director may reduce number or change the date or time.

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

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit.

d. Instructional

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

4. Written Notices and Outreach Materials

a. Prior to Beginning Task 1 Services

(1) Letter From Director

Within 30 days after the Award Date or other date designated by Director, CONTRACTOR shall print and send, via first-class mail, Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. Letter(s) may be up to a total of 4 pages, double-sided. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

(2) Letter From CONTRACTOR

Within 60 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and first-class mail a Bilingual letter to all Customers and Occupants introducing themselves, explaining the transition, and announcing upcoming community meeting dates, and other pertinent information.

(3) Bike Lane Postcard From CONTRACTOR

Within 30 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and first-class mail a Bilingual postcard to all Occupants with Set-Out Sites at a marked bike lane. Bike Lane Roll-Out service is explained in item I3a of Exhibit 3A1.

b. Upon Start of Task 1 Services and Annually

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce paper waste, it is desired to use new methodology such as postcards and take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through traditional quarterly newsletters or via monthly text or e-mail messages.

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

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

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, advance notice of each announcement to Customers and Occupants, except as related to billing reminders, service interruptions, and Non-Collection Notices. Upon Director's request, CONTRACTOR shall use artwork, layout, or notices, provided by Director.

Such educational materials include:

(1)

Articles

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

- Placement of Carts including during heavy rains
- Christmas Tree Collection instructions
- Organic Waste and/or Green Waste
- Bulky Items

- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- Containers left in street or alley
- Unpermitted Waste Disposal
- New Solid Waste laws
- Articles specific to Service Area such as bear Carts, palm fronds, or Manure
- Other articles upon the request of Director

(2) Special Announcements

CONTRACTOR shall develop and deliver, as set forth in item L4b(4) of this Exhibit, Bilingual outreach Notices to Customers and Occupants on various events, upon receiving approval from Director. Announcements include:

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule
- Compost/Mulch Giveaway Event
- Smart Gardening Workshops
- Holiday Collection schedule
- Billing reminders, upon Customer request*
- Service interruptions*
- Non-Collection Notice*
- Sharps pickup
- Container removal Notice
- Organic Waste/Food Waste Diversion**
- Other Notices upon the request of Director

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

** Two additional direct mailings are required related to Organic Waste.

(a) Flyers - Text/Email or Direct Mail

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

(b) Magnets

Within 6 months of Commencement Date and up to 4 additional times during CONTRACT Term,

CONTRACTOR shall send “refrigerator” magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

(3) Distribution

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

(a) Direct Mail (Monthly Postcards)

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

While Director intends to use postcards, Director reserves the right to change to quarterly newsletters. If requested by Director, CONTRACTOR shall develop one-page (additional page(s) for Spanish, if required by Director) newsletters in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. CONTRACTOR shall make newsletters for 8.5-inch by 11-inches or 8.5-inch by 14-inch sized paper, whichever is appropriate, as requested by Director. Once per year, Director may request a second English page be added to newsletter.

(b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, “Have a Christmas Tree to get rid of? [Click here.](#)”, with a link to an article about Christmas Trees. When there is an HHW Collection Event nearby, send

a text worded, "Leftover household chemicals, paint, or used oil to get rid of? [Click here.](#)" Messages shall be sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

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

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

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

- U.S. Postal Service, first-class unless otherwise approved by Director;
- Door-to-door delivery service;
- Insert in monthly Customer bills*;
- Electronic mail (E-mail)*;
- Text messages*;
- Other means approved by Director

* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants.

CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) **Social Media**

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Contract Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram, and NextDoor. All content shall be reviewed and approved by Director prior to posting.

(6) **Annual Survey**

CONTRACTOR shall distribute a survey of its Customers and Occupants once per year. Director will prepare a survey but

CONTRACTOR is responsible for printing and distributing it. Director will also receive the surveys or maintain the surveys electronically.

5. Additional Outreach

CONTRACTOR shall visit in-person, robocall, call, send an e-mail or text, or other means to inform a Customer or Occupant of services or issues, as requested by Director. For example, CONTRACTOR shall speak to an Occupant that contaminates a Container or frequently leaves a Bulky Item at the Set-Out Site without calling to request Collection or CONTRACTOR shall robocall Occupants when an event that has been advertised, is cancelled.

6. Bilingual Correspondence

CONTRACTOR shall develop all written materials in both English, Spanish, or other languages preferred by Customers and Occupants in the Service Area, if required by Director. Additionally, CONTRACTOR shall develop materials in additional languages, include a notice in the applicable language where the information is available, and make the information available online as required in Section 18985.1(e) of SB 1383.

M. CONTRACTOR Commitments Made in Proposal

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

N. No Longer Used

O. Difficult to Service

CONTRACTOR should consider the Service Area may contain locations that reduces Collection speed that may include narrow streets or alleys, limited roadway curve radii (tight curve), thin pavement thicknesses, unimproved (dirt) roadway surfaces, multiple parked vehicles, and variable overhead clearances.

If these situations significantly reduces Collection speed and/or if special equipment is required such as smaller Collection Vehicles or scout trucks, CONTRACTOR may request approval from Director to charge a difficult to service fee. Director has sole discretion to approve if a difficult to service fee is justified or not.

A Director-approved list of difficult to service addresses is in item C2 of Exhibit 16 and a map of the areas are in item A3 of Exhibit 16. The list is subject to change upon written notification by Director or upon request by CONTRACTOR and

approval by Director. CONTRACTOR may charge a difficult to service fee per rate schedule in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

See Exhibit 3A3 for possible additional details.

P. Food Waste

1. Food Waste Collection

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

2. Food Waste Container

a. Kitchen Pails for each Occupant

To encourage Occupant's participation in diverting Organic Waste from landfills, CONTRACTOR is to provide 500 in-home containers that are attractive enough to place on a kitchen counter and small enough to place in a typical dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag. Upon delivery, containers become the property of the Occupant and any missing or damaged containers are the responsibility of the Occupant and not CONTRACTOR.

Upon Director request, CONTRACTOR shall deliver to specified Occupants a container intended for Food Waste in the home or to Director if requested. The container shall be similar in design to ones available at sure-close.com (Director does not endorse this brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume,
- 10-12 inches wide, for scraping plates into it;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and

b. 32-Gallon Cart

Occupants that do not store their Green Waste Containers near their homes may want a 32-gallon Cart to keep nearby but roll it to the curb on service day. As part of the standard Containers in item D1

of Exhibit 3A1, CONTRACTOR shall make available a second Green Waste Container while reducing their 96-gallon Cart to 64-gallons.

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

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

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

1. Service Locations and Times.

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

a. *Monitor*

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

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

Waste and Bulky Items, the two must be distinguished in the Reporting.

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

If Director requests to remove Abandoned Waste at a location but CONTRACTOR is unable to find the item(s), photos must be taken of the area and entered as a No Violation Observed (NVO) in the TMP.

c. Remove

CONTRACTOR shall Collect, transport, and Divert or Dispose of all Abandoned Waste, in unlimited amounts, within the following times:

- On the same day as automated Collection specified in Task 1 Services, in item B4 of Exhibit 3A1, Sweep of the entire Service Area;
- By the end of the second Service Day after a request by Director or any Person, not including the day of the request;
- By the end of the next full Service Day after observation by CONTRACTOR, or request by Director or any Person, for items blocking or hindering passage, or items posing a potential health and/or safety hazard;
- By the end of the next Service Day after Director's request for removal of Abandoned Waste at up to 20 locations each Calendar Year,
- By the end of the same Service Day of Director's request for removal of Abandoned Waste at up to 5 locations each Calendar Year,
- Within any other time agreed upon Director and CONTRACTOR.
- With respect to Hot Zones, within the time required under item 5 of Subsection A.

Furthermore, on the same day as automated Collection specified in Task1 Customer Services, in item B4 of Exhibit 3A, CONTRACTOR must monitor, Collect, transport, and Dispose Abandoned Waste in the following areas:

- Any roads with Occupants,
- Any roads within the Service Area that CONTRACTOR must travel to reach the Occupants,

- All alleys, and
- Any Hot Zones in the Service Area;

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

d. Clean

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

2. Miscellaneous Requirements

a. Alternative Vehicles

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

b. Unpermitted Wastes

If CONTRACTOR identifies any Unpermitted Waste, CONTRACTOR shall immediately follow its Unpermitted Waste Protocol in accordance with item A of Section 13.

c. Very Large Items

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

d. Comprehensive Service

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

3. No Longer Used

4. Abandoned Waste and Litter in Alleys

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

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

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

If the Service Areas does not currently have any alleys requiring service, then the miles listed in item C1 of Exhibit 16 will be 0 or n/a. Director may add alleys.

5. 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. Item A1a of this Exhibit already requires monitoring once per week. 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.

- The frequency shall be two, three, four, or five times per week, as determined by Director, up to daily.
- Monitoring shall be on the days requested by Director, Monday through Friday (or the day after a Holiday), between the hours of 6 a.m. and 6 p.m. for the following locations:
- Director may change the location or length of Hot Zones upon Notice to CONTRACTOR.

CONTRACTOR must document both the monitoring and removal through the use of the TMP, indicated in item 1Ab of this exhibit. This must include documenting both removed Abandoned Waste and the lack of Abandoned Waste (NVO) at each Hot Zone.

B. Public Curbside Receptacles Collection Service

The work to be accomplished shall include the furnishing of all labor, supervision, administration, material, and equipment for the clean-up, Collection,

transportation, Diversion/Disposal, and management of discards from designated public curbside receptacles, in unlimited quantities of waste, in the Service Area. Item C3 of Exhibit 16 contains a list of the number of receptacles and item A6 of Exhibit 16 contains a map of the locations and is subject to change by Notice from Director.

1. Collection

CONTRACTOR shall Collect discards from public curbside receptacles, typically located along business districts with high pedestrian activity. A public receptacle may include one intended for pet waste.

Public receptacle design varies and may include a steel outer housing with a plastic liner inside, concrete outer housing with plastic liner inside, steel outer housing with 96-gallon Cart inside, or solar compacting housing with plastic liner. For receptacles with liners, Collection must include removing the plastic bag and its contents from the inner liner and replacing with a new plastic bag or removing the Refuse or Recyclables from the bag if there were only a few items inside. CONTRACTOR shall supply and use its own plastic bags. A plastic bag must not be used for 96-gallon Carts acting as liners.

2. Maintenance

a. Cleanliness

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

b. Liners

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

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

c. *Graffiti*

CONTRACTOR shall notify Director of the presence of any graffiti or other markings that deface or detract from the aesthetic quality of the public receptacles. If the graffiti is comprised of obscenities, notification shall be within 24 hours.

d. *Damaged Receptacle or Liners*

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

3. Collection Schedule

a. *Standard Public Receptacles*

CONTRACTOR shall Collect discards from the non-compactor public curbside receptacles, twice per day, Monday through Saturday, with the first Collection occurring between the hours of 7 a.m. and 9 a.m., and the second Collection between the hours of 2 p.m. and 4 p.m. Director reserves the right to reduce the frequency of Collection throughout the Service Area at any time during the Term of this CONTRACT at the sole discretion of Director. See Exhibit 3A3 for possible modifications to the days or times.

b. *Solar Compacting Public Receptacles*

CONTRACTOR shall Collect discards from the solar compacting public curbside receptacles as-needed, Monday through Saturday, based on the need indicated on the Internet based monitoring software. The schedule shall not be more frequent than twice per day or longer than seven days for receptacles with Refuse.

c. *Alternate Collection Frequency*

While the default schedule requires Collection twice per day, Monday through Saturday, for a total of 12 times per week, this may be

excessive for locations that receive infrequent use. To decrease Greenhouse Gas emissions during Collection, CONTRACTOR shall monitor locations that are often empty or nearly empty and report those to Director. Director may instruct CONTRACTOR to Collect certain receptacles less frequently.

4. Other

a. Adjustments to Quantity and Location

In the event the quantities, and locations of the public curbside receptacles or if recyclables receptacles are added during the Term of this CONTRACT, Director will notify CONTRACTOR of such change in writing. Collections from any additional public curbside receptacle or reduction in public curbside receptacles will be adjusted at the Annual Total identified on Attachment 7-3 Task 2 Service Fees but the rate for individual receptacles will not be adjusted. The number of receptacles over the Term may be increased.

CONTRACTOR will Collect Refuse in additional receptacles within two weeks of Director's request, subject to possible adjustment of the Service Fee for change orders under Section 3B.

If the Service Area does not have any designated public curbside receptacles as of the Execution Date, the number listed in item A6 of Exhibit 16 will be 0 or n/a.

b. Solar Refuse/Recyclables compactors

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

c. Verification

If the public receptacles have a service log sheet inside, CONTRACTOR must sign, date, and record the time of Collection service or indicate the receptacle was empty upon inspection and record when the receptacle was cleaned.

Alternatively, Director may require the use of its TMP 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. Recyclables

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

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

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

E. People Experiencing Homelessness (PEH) Encampments

CONTRACTOR acknowledges:

- PEH Encampments are temporary and PEH individuals are transient, and
- PEH Encampments are not Customers or Occupant and therefore Solid Waste generated and discarded in the Right-of-Way is considered Abandoned Waste, and
- PEH are known to store their belongings in the public right-of-way, and
- Public health and safety requires that Solid Waste generated in PEH Encampments must be removed not only when individuals abandon a Encampment, but also when they occupy it, and
- Providing regular trash service to PEH is difficult to predict the exact level of services needed and problems that may be encountered.

CONTRACTOR shall not enter a PEH Encampment or remove anything from a PEH Encampment except upon Director request. CONTRACTOR shall not intentionally remove any Unpermitted Waste, including biological or hazardous waste.

1. PEH Abandoned Waste

Within two business days of Director request, CONTRACTOR shall Collect, transport, and Divert or Dispose of all Solid Waste discarded in the vicinity of PEH Encampments or at a PEH Encampment that has been abandoned and its location was identified by Director. CONTRACTOR shall Collect Solid Waste, including litter and Abandoned Waste, whether it is discarded in containers or on the ground.

a. *Abandoned PEH Encampments Cleanup*

CONTRACTOR may be requested to support PEH Encampment cleanups conducted by COUNTY. Typically, the encampment cleanup is consists of an area having signs posted in advance indicating there will be a cleanup and multiple agencies or departments will assist the PEH with social services and also removing waste.

CONTRACTOR will provide 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.

b. *Abandoned Waste on Sidewalks/Streets*

CONTRACTOR shall Collect, transport, and Divert or Dispose of all Solid Waste discarded in the vicinity of PEH Encampments.

(1) *Isolated Piles*

Abandoned Waste found near but not immediately adjacent to PEH Encampments that appears to have been generated by a PEH, based on its contents and proximity to an encampment, shall be removed by CONTRACTOR. Such isolated piles of Abandoned Waste may reasonably be considered waste because they are not within about 10 feet of an encampment.

(2) *Piles Near PEH*

Abandoned Waste found very near to a PEH Encampment that appears to have been generated by a PEH, based on its contents and proximity to an encampment, shall not be immediately removed by CONTRACTOR. A reasonable person would say the items are wanted by the PEH because they are close to an encampment. CONTRACTOR is to

document the items and immediately refer it to Director for further guidance to either remove the items or leave them.

2. Occupied PEH Encampments

Upon Director request, CONTRACTOR shall assist in preventing Abandoned Waste in the Public Right-of-Way near occupied PEH Encampments. This is to be accomplished using 32 or 96-gallon Carts, 4-cubic yard Dumpsters, 10-20-40-yard roll offs, 35-gallon bags, cardboard event boxes, scout trucks, or whatever equipment is necessary. The use of Dumpsters is the preferred method, but Carts, bags, and boxes provide more options for unique situations. The use of 32-gallon Carts may work better for providing service to Recreation Vehicles where the smaller Cart is to be stored inside the RV and set outside on Collection day. Where Carts are provided to PEH for their long-term use, CONTRACTOR may require a deposit from the user that is equal to the value of the Container.

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

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

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

a. Quantity

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

b. Transportation/Delivery

CONTRACTOR shall place Containers (including Carts, Dumpsters, and roll offs), 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, Dumpsters, and roll offs), bags and cardboard boxes, to an encampment.

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

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

c. Dumpster and Roll Off Placement

CONTRACTOR shall immediately Notify Director if planned drop-off location(s) no longer have PEH nearby.

Dumpster and roll off placement shall comply with section 16.19.090 of the County Code. Dumpsters and roll offs 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 and roll offs 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. Photos of contamination must be taken and provided to Director upon request. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

(2) **Overflowing Containers**

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

e. Diversions/Disposal

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

f. Documentation

To maximize efficient Collections, CONTRACTOR is to inform Director of the number of bags and the fullness of Containers in an area and include the data in the monthly County Services invoices. Any empty Container locations must be reported to Director prior to the next Collection date to allow for alternate locations to be determined.

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, approximate volume, and photographs.

g. Additional Cart or Dumpster Services

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

F. Emergency Assistance (Contract Services)

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

- Solid Waste that is not collected in any part of Southern California including incorporated cities and/or unincorporated areas within the County of Los Angeles or adjacent counties, and

- In the judgment of Director, the uncollected solid waste creates a danger to public health, safety, or welfare.
- In the judgment of Director, the proactive collection of solid waste that would otherwise not be collected prevents a danger to public health, safety, or welfare.
- 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 service the location and if applicable, additional disposal costs.

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.

2. Solid Waste Not Discarded in Containers

Fees per ton for Disposal* (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7. Director may require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris.

3. Roll-Off Containers or Drop-Off Events

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

4. Palm Frond Collection

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

5. Waste in Right-of-Way Collection Services

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

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

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

may request CONTRACTOR to take geotagged photographs of the debris that include adequate background to provide evidence of the location.

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

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

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

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

G. Litter Collection

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

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

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

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

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

H. Landfill Vouchers

Director may coordinate a program to distribute landfill vouchers to reduce the amount of Abandoned Waste discarded illegally within the Service Area. See Exhibit 3A3 for details, if applicable to this Service Area.

I. Method of Payment for Task 2 Services

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

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

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

For billing of Abandoned Waste collected as part of PEH Abandoned Waste in item E1 of Exhibit 3A2, the fee for the tons of waste Collected is the same as the fee for A1 tonnages plus the allowance for a surcharge for each area cleaned to compensate for Personal Protection Equipment (PPE) needed and the likelihood of it taking longer to clean PEH related waste compared to removing a couch from an alley. It is expected that PPE can be reused at multiple locations in a day but not necessarily over multiple days.

EXHIBIT 3A3 – Additional Services

For bidding purposes, this sample contract contains a separate exhibit for each Service Area. They will be referred to as:

- Exhibit 3A3.5 Additional Services
South San Gabriel/Whittier Narrows

EXHIBIT 3A3 – Additional Services

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

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

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event.

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

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

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

Bulky Items

- In addition to the Annual Curbside Cleanup Event described in item H2 of this Exhibit 3A1, CONTRACTOR shall Collect from each dwelling unit receiving service, **unlimited quantities** of Bulky Items per pickup.

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. Excess Refuse

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

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

2. Excess Green (Landscaping) Waste

CONTRACTOR shall Collect landscaping waste in bags or bound bundles less than four feet in length, up to **10 bags/bundles** per pickup. This service is not for excess Food Waste.

3. 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 **5 bags/bundles** not exceeding 70 pounds of textiles other than reusable clothes.

b. *Wood and Dry Lumber*

Up to **2 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.

In addition, the following terms apply.

1. 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.

2. Additional On-Call Pickup with Additional cost.

In addition to Collection described in item H3 of Exhibit 3A1, at the request of a Customer (not Occupant) for a Collection from their Containers or of Bulky Items in excess of those included B3 of this Exhibit, upon 24-hours' Notice, at charges for additional calls listed on Form PW-2, Task 1 Service Fees of Exhibit 7 and charge for items listed in CONTRACTOR Documentation in Exhibit 17.

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

CONTRACTOR shall conduct the Annual Curbside Cleanup Event in the following months, unless otherwise instructed Director or requested by CONTRACTOR and approved by Director:

- South San Gabriel/Whittier Narrows = May

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

1. Scope of Services and Specifications

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

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

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

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

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

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

To minimize traffic, emissions, and truck trips, CONTRACTOR shall use the same vehicle to service Manure Carts and Dumpsters, unless otherwise approved by Director. The front/rear loading trucks must be capable of servicing both Carts and Dumpsters. CONTRACTOR shall not use a side loader Vehicle for Carts and a front or rear loader for Dumpsters unless

there are sufficient accounts to fill each vehicle. For instance, if three Vehicles were required to service an area, two front loaders and one side loader could be used.

2. CONTRACTOR—Designated Facility

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

E. Bicycle Lane Minimum Service (Up to 15 feet) (Item I3 of Exhibit 3A1)

CONTRACTOR is required to provide this service to Customers along marked bicycle lanes, which is the shorter version of roll-out service described in Item I3 of Exhibit 3A1 but there shall be no charge to the Customer or COUNTY. The purpose of this service is to keep Containers out of the bikeway. Any properties that have adequate space for Containers to be out of the bike lane, shall not require this service.

This service is similar to services in Item I1 of Exhibit 3A1 but for areas with bike lanes and a Container moving distance up to approximately 15 feet as measured between the Set-Out Site and the location the Occupant places Containers, such as their grass parkway but must not block pedestrian access. This service does not include opening any of the Occupant's gates or doors. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

CONTRACTOR is to move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

In areas where this service is new, CONTRACTOR must perform outreach to education Occupants how to participate in this service. See requirements in item L4a(3) of Exhibit 3A1.

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

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

This service is like services in Item I1 of Exhibit 3A1 but for areas with Set-Out Site limitations and a distance up to approximately ten feet as measured between the Set-Out Site and the location the Occupant places Carts, for the surcharge not to exceed 5 percent of the monthly basic rate. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

This service is to help prevent Carts from being a hazard in the street. This is for locations where there is not adequate space for Collection. CONTRACTOR is to

move Cart to the street temporarily for Collection and return Carts to where Occupant had placed them. CONTRACTOR shall not leave the Carts in the street for Collection for more than 30 minutes.

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

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

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

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

G. Special Community Events

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

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

EXHIBIT 5 – Additional Contract Language

PART 1 - Part no longer used.

PART 2 - Part no longer used.

PART 3 - GENERAL CONTRACT REQUIREMENTS

A. Employment Eligibility Verification

1. CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
2. CONTRACTOR shall defend and hold harmless, COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both about any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of Persons performing services under this CONTRACT.

B. Security and Background Investigations

Security and background investigations of CONTRACTOR's staff may be required at the discretion of COUNTY as a condition of beginning and continuing work under any resulting CONTRACT. The cost of background checks is the responsibility of CONTRACTOR.

C. Consideration of Hiring COUNTY Employees

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a reemployment list during the life of this CONTRACT.

D. Conflict of Interest

No COUNTY employee whose position with COUNTY enables such employee to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of CONTRACTOR who may financially benefit from the performance of the work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this CONTRACT will not violate those provisions. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this CONTRACT. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all Persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this CONTRACT subjecting CONTRACTOR to either contract termination for default or debarment proceedings or both. CONTRACTOR must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

E. Fair Labor Standards Act

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall Indemnify, defend, and hold harmless COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

F. Consideration of GAIN/START Participants for Employment

COUNTY will refer GAIN and START participants by category to CONTRACTOR. If both laid-off COUNTY employees and GAIN and START participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees priority.

G. Record Retention and Inspection/Audit Settlement

CONTRACTOR shall maintain accurate and complete financial Records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other Records relating to its performance of this CONTRACT. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, review Records, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial Records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment Records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the Term of this CONTRACT and for a period of five years thereafter unless COUNTY's written permission is given to Dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in COUNTY, provided that if any such material is located outside COUNTY, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, review Records, excerpt, copy, or transcribe such material at such other location.

- 1.** If a review of Records of CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor, reviewer, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such review of Records Report with COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such review of Records Report (s).
- 2.** Failure on the part of CONTRACTOR to comply with any of the provisions of this paragraph shall constitute a material breach of this CONTRACT upon which COUNTY may suspend or terminate for default or suspend this CONTRACT.
- 3.** If, at any time during the Term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, representatives of COUNTY conduct a review of Records of CONTRACTOR regarding the work performed under this CONTRACT, and if such review of Records finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this CONTRACT or otherwise. If such review of Records finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR,

then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by COUNTY for this CONTRACT.

H. Compliance with COUNTY's Jury Service Program

1. Jury Service Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled CONTRACTOR Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of County Code.

2. Written Employee Jury Service Policy

- a. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "CONTRACTOR" means a Person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this CONTRACT, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract CONTRACT and a copy of the Jury Service Program shall be attached to the CONTRACT.

- c. If CONTRACTOR is not required to comply with the Jury Service Program when this CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.
- d. CONTRACTOR's violation of this Section of this CONTRACT may constitute a material breach of this CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, suspend or terminate this CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period consistent with the seriousness of the breach.

I. CONTRACTOR's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR's to complete the Charitable Contributions Certification (Form PW-12), COUNTY seeks to ensure that all COUNTY CONTRACTOR's which receive or raise charitable contributions comply with California law to protect COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (County Code Chapter 2.202)

J. Social Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If CONTRACTOR has obtained COUNTY certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

K. Local Small Business Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by

reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between this CONTRACT amount and what COUNTY's costs would have been if this CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this CONTRACT.
- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

L. Disabled Veteran Enterprise Preference Program

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, Report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If CONTRACTOR has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the CONTRACT.

- Be subject to the provisions of Chapter 2.202 of County Code (Determinations of CONTRACTOR Nonresponsibility and CONTRACTOR Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

M. CONTRACTOR Responsibility and Debarment

1. Responsible CONTRACTOR

A responsible CONTRACTOR is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is COUNTY's policy to conduct business only with responsible contractors.

2. Chapter 2.202 of County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this CONTRACT, debar CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts CONTRACTOR may have with COUNTY.

3. Nonresponsible CONTRACTOR

COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any Term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.

4. Contractor Hearing Board

- a.** If there is evidence that CONTRACTOR may be subject to debarment, Public Works will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b.** Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- c.** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d.** If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- e.** Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide Notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

5. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

N. Reporting Requirements for Improper Solicitations

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration. CONTRACTOR shall make the Report either to COUNTY manager charged with the supervision of the employee or to COUNTY Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Among other items, improper consideration may take the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

O. COUNTY's Quality Assurance Plan

COUNTY or its agent will monitor CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such monitoring will include assessing CONTRACTOR's compliance with all this CONTRACT's terms and conditions and performance Standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the Board. The Report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, COUNTY may suspend or terminate this CONTRACT for default or impose other penalties as specified in this CONTRACT.

P. Local Small Business Enterprise Utilization

When requested by COUNTY, CONTRACTOR shall provide to COUNTY via methods specified by COUNTY, such as submission of electronic live (or dynamic) data on invoices for the prime and all Subcontractors using COUNTY-designated

third-Party software system or to a COUNTY approved website, or other means of submitting expenditure information on Subcontractors, including but not limited to the following information: the name, business address and telephone number/e-mail address of each Subcontractor.

In addition, CONTRACTOR shall be required to provide each of the specified Subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed Subcontractors are Local SBE's) and the proposed monetary amount of the work the Subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, CONTRACTOR shall indicate, via methods specified by COUNTY, the actual dollar amounts paid to each listed Subcontractor who performed work on the project. The Subcontractor may be requested to confirm receipt of the actual payment to the Subcontractor by the prime.

The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to CONTRACTOR to comply with this Section. The Parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that CONTRACTOR shall be liable to COUNTY for said amount.

If in the judgment of Director, or his/her designee, CONTRACTOR is deemed to be in non-compliance with the terms and obligations, Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from COUNTY's final payment to CONTRACTOR.

Q. Compliance with COUNTY's Zero Tolerance Human Trafficking

CONTRACTOR acknowledges that COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, COUNTY shall require that CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under the CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

R. Method of Payment and Required Information

COUNTY may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services

provided under a contract with COUNTY. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

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

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

S. Compliance with Fair Chance Employment Practices

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

T. Compliance with the County Policy of Equity

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

U. Contractor Independence

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

V. Contractor Alert Reporting Database (CARD)

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

W. Federally Funded Work

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

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

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally

funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

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

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

X. Assignment and Delegation

The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.

Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

Y. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

PART 4 - INDEMNIFICATION AND INSURANCE

A. Indemnification and Release of COUNTY

CONTRACTOR shall release, Indemnify, defend, and hold harmless COUNTY and County's Related Parties from and against all Liabilities arising from, connected with, or relating to all the following:

1. Operations

CONTRACTOR and CONTRACTOR's Related Parties' operations or any of their respective services on or after the date of this CONTRACT, including the Contract Services and Liabilities further detailed in the following Indemnifications contained in Part 4A2 through Part 4A5 of this Exhibit 5, but excluding any Liabilities arising from the sole active negligence of COUNTY.

2. Cal/OSHA

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR or COUNTY or both about any alleged act or omission of CONTRACTOR or any of CONTRACTOR's Related Parties that is in violation of any Cal/OSHA regulation. This obligation includes all investigations and proceedings associated with purported violations of 8 CCR 336.10 pertaining to multiemployer work sites. CONTRACTOR shall not be obligated to so release, Indemnify, defend, and hold harmless COUNTY from and against any Liabilities arising from the active negligence of COUNTY.

3. Immigration

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged violation of Federal Applicable Law (including the Immigration Reform and Control Act of 1986 (PL. 99-603) pertaining to the eligibility for employment of individuals performing Contract Services. CONTRACTOR shall not be obligated to so Indemnify, release, defend, and hold harmless COUNTY from and against any Liabilities arising from active negligence of COUNTY.

4. Enforcement of CONTRACT or Applicable Law

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, any Liabilities that may be assessed against CONTRACTOR, any of CONTRACTOR's Related Parties or COUNTY or any one or all of them about any alleged failure of COUNTY to exercise COUNTY's rights under

this CONTRACT or to enforce provisions of this CONTRACT or of Applicable Law as permitted under Part 11A4 of Exhibit 5.

5. Disposal

The presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Unpermitted Waste or petroleum to, in, on, at, or under any Vehicle, place, site, or facility where CONTRACTOR or any of CONTRACTOR's Related Parties transports, delivers, stores, processes, Recycles, Composts or Disposes of Solid Waste to the extent that Liabilities are caused indirectly or directly by any of the following:

a. *CONTRACTOR Negligence or Misconduct*

The wrongful, willful, or negligent act, error or omission, or the misconduct of CONTRACTOR or any of CONTRACTOR's Related Parties;

b. *Non-Customer Materials*

The Collection, delivery, handling, Recycling, Processing, Composting or Disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of any materials or waste, including Unpermitted Waste, that are generated by Persons other than Customers and Occupants or Collected from Premises other than Premises;

c. *Failure to Comply with Unpermitted Waste Screening Protocol*

The failure of CONTRACTOR or any of CONTRACTOR's Related Parties to undertake Unpermitted Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; or

d. *CONTRACTOR-Identified Unpermitted Waste*

The improper or negligent Collection, handling, delivery, Processing, Recycling, Composting, or Disposal by CONTRACTOR or any of CONTRACTOR's Related Parties of Unpermitted Waste that CONTRACTOR or any of CONTRACTOR's Related Parties inadvertently Collects from Customers and Occupants and that CONTRACTOR or any of CONTRACTOR's Related Parties identifies as Unpermitted Waste before its delivery, Processing, Recycling, Composting, or Disposal whether:

- (1) In one or more occurrence;
- (2) Threatened or transpired;

- (3) CONTRACTOR or any of CONTRACTOR's Related Parties is negligent or otherwise culpable; or
- (4) Those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this item A5, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing Indemnification under this item A5 is intended to operate as a CONTRACT under 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and Indemnify COUNTY from liability in accordance with this Section.

The mere presence of household hazardous waste in the Solid Waste that is Collected by CONTRACTOR or any of CONTRACTOR's Related Parties under this CONTRACT will not constitute negligence and in and of itself create any liability on the part of CONTRACTOR or any of CONTRACTOR's Related Parties absent any of the circumstances described in items a through d in this item A5.

With respect to COUNTY's defense under this item A5, COUNTY reserves the right to retain co-counsel at its own cost and expense and CONTRACTOR shall direct CONTRACTOR's counsel to assist and cooperate with COUNTY'S co-counsel.

CONTRACTOR hereby releases and shall not seek contribution or compensation of any nature from COUNTY for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. CONTRACTOR shall not make any claims against or assert an interest in any account, fund, or reserve that COUNTY may establish or set aside from the proceeds of the Franchise Fee or otherwise or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve COUNTY is under no obligation to establish or maintain.

B. Insurance

Without limiting its Indemnities, and in the performance of this CONTRACT and until all its Performance Obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain the following programs of insurance at its own expense. Performance Obligations under this Section are in addition to and separate from any other Performance Obligation in this CONTRACT. COUNTY reserves the right to review and adjust the insurance requirements in this Section if COUNTY determines that there have been changes in risk

exposures. COUNTY makes no warranty that the insurance coverage terms, types, and limits in this Part 4B is sufficient to protect CONTRACTOR for Liabilities that may arise from or in relation to this CONTRACT.

1. Primary, Excess, Non-Contributory

All CONTRACTOR's insurance carried under this Part 4B shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

2. Cancellation Notices

All insurance shall contain the express condition that COUNTY is to be given written Notice by mail at least 30 days in advance of cancellation, or at least ten days in advance of cancellation for nonpayment of premium, for all policies evidenced on the certificate of insurance.

3. Noncompliance

Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any Performance Obligation under this Part 4B. If CONTRACTOR does not provide and maintain those programs of insurance, COUNTY may purchase required insurance coverage without further Notice to CONTRACTOR, and COUNTY may charge CONTRACTOR any premium costs advanced by COUNTY for that insurance and draw on the Performance Assurance provided by CONTRACTOR.

4. Evidence of Insurance: COIs and copies of policies

At least 30 days prior to the Execution Date and thereafter 30 days prior to each policy renewal and within two business days of any Director request, CONTRACTOR shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to Director at the address provided for Notices. Certificates or other evidence must:

a. *Specifically identify this CONTRACT by name or number*

name the insured Party that matches the name of CONTRACTOR executing this CONTRACT; provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number, and financial rating.

b. *Types and limits*

Clearly evidence all coverage, types, and limits required in this CONTRACT. Identify standard policy forms or their equivalent. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;

c. *Cancellation Notice*

Contain the express condition that Director is to be given written Notice by mail at least 30 days in advance of cancellation (ten days for nonpayment of premium) for all policies evidenced on the certificate of insurance;

d. *List additional endorsements*

(1) Additional insured endorsements. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials, officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed Contract Services, and applicable with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether that liability is attributable to CONTRACTOR or COUNTY. The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this CONTRACT. CONTRACTOR may use an automatic additional insured endorsement if the endorsements meet the requirements of this Part 4B.

(2) Waiver of Subrogation Endorsements. Include copies of subrogation endorsements necessary to effect CONTRACTOR's waiver of its and its insurer(s)' rights of recovery against COUNTY under all insurance under this Section 14B, to the fullest extent permitted by law.

e. *Deductibles and SIRs*

Identify any deductibles or self-insured retention ("SIR") exceeding \$50,000 for Director's approval. CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR.

COUNTY retains the right to require CONTRACTOR to reduce any deductibles or self-insured retention as they apply to COUNTY or to

require CONTRACTOR to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to Director.

If CONTRACTOR has not reached its SIR maximum, CONTRACTOR shall defend COUNTY in the same manner that insurers would have defended COUNTY under required insurance policies.

f. *Signature verification*

Include documentation acceptable to Director verifying that the individual signing or countersigning the certificates, and at Director's request, the policies, endorsements, or other evidence of coverage, is authorized to do so and identifies his or her company affiliation and title.

g. *Certified Copies of any Policy*

COUNTY's request, CONTRACTOR shall Promptly provide COUNTY with complete, certified copies of any policy of insurance that CONTRACTOR must secure and maintain under this CONTRACT.

h. *Claims Made/Retroactive Date*

The policy retroactive date, which can be identified on any insurance written on claims made basis, which must precede the Execution Date. CONTRACTOR shall maintain any claims made coverage for a period of not less than 3 years following expiration, termination, or cancellation of this CONTRACT.

i. *Insured-vs.-insured*

Clearly evidence that all liability policies provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations.

5. Insurer Financial Rating

CONTRACTOR shall secure insurance provided by an insurance company acceptable to COUNTY with a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

6. Notification of Incidents, Claims, or Suits

CONTRACTOR shall Promptly report the following in writing to Director:

PART 5 - Any accident or incident relating to the Contract Services involving injury or property damage that may result in the filing of an insurance claim, its legal claim, or lawsuit against CONTRACTOR, any Subcontractor, and/or COUNTY;

PART 6 - Any third-Party claim or lawsuit filed against CONTRACTOR arising from or related to Contract Services;

PART 7 - Any injury to a CONTRACTOR employee that occurs on COUNTY property, or,

PART 8 - Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money, or securities entrusted to CONTRACTOR.

CONTRACTOR shall submit its Report on a COUNTY "Nonemployee Injury Report" form available on COUNTY's website at <http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf>.

7. Insurance Coverage Requirements.

CONTRACTOR shall secure and maintain insurance coverage meeting the following requirements:

a. *General Liability Insurance* (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Annual Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR's Indemnification of COUNTY.

b. *Pollution Liability Coverage* for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by Federal, State, or local governments or third Parties) resulting from

pollution conditions caused by transported cargo (including waste). For the purpose of this Part 4B7b, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for CONTRACTOR's Indemnification of COUNTY. CONTRACTOR's general liability policy may be endorsed to provide the required pollution liability coverage.

- c. **Automobile Liability Coverage** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent) with a limit of liability not less than \$2 million for each accident and endorsed to include pollution liability (written on form CA 99 48 or its equivalent). The insurance must cover all Vehicles used by CONTRACTOR pursuant to its operations and services and the terms of this CONTRACT. CONTRACTORS subject to Federal regulations also shall maintain any other coverage necessary to satisfy State or Federal financial responsibility requirements.
- d. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which CONTRACTOR is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

(1)	Each accident:	\$1 million
(2)	Disease - policy limit:	\$1 million
(3)	Disease - each employee:	\$1 million

8. Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure that all Subcontractors performing Contract Services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

- o CONTRACTOR is maintaining the required insurance covering the activities of Subcontractors, or
- o Subcontractors are maintaining the required insurance coverage.

CONTRACTOR shall provide COUNTY with any Subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

C. Compensation for COUNTY Costs

If CONTRACTOR fails to comply with any Performance Obligations, including Indemnification, insurance, and performance assurance and that failure results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all County's Reimbursement Costs.

D. Alternative Risk Financing Programs

COUNTY reserves the right to review and then approve CONTRACTOR's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy Performance Obligations under this Part 4B. COUNTY and Persons named as additional insureds under Part 4B4d shall be designated as an Additional Covered Party under any approved program.

PART 5 - Part no longer used

PART 6 - DEBARMENT BREACHES AND DEFAULTS; SUSPENSION; TERMINATION

A. Notice of Breach; CONTRACTOR Cure

If Director determines that CONTRACTOR is in Breach, Director may give Notice to CONTRACTOR identifying and describing the Breach.

CONTRACTOR shall remedy the Breach within 30 days from the receipt of Notice unless Director determines that the public health and safety require a shorter period, such as the Collection of Solid Waste. CONTRACTOR shall remedy a Breach or with respect to the Child Support Compliance Program described in Part 11B of Exhibit 5, 90 days after Notice by the COUNTY's Child Support Services Department. Director will hold a conference with CONTRACTOR within 30 days of CONTRACTOR request. CONTRACTOR may request additional time to correct the Breach, but Director may accept or reject that request at its sole discretion.

B. CONTRACTOR Default. The following constitute CONTRACTOR Defaults

1. Fraud, Misrepresentation, or Breach of Warranties

CONTRACTOR committed any fraud or deceit or made any intentional misrepresentations in the procurement of this CONTRACT; commits, or attempts to commit, any fraud or deceit upon COUNTY after the Award Date of this CONTRACT; makes any material misrepresentations or breaches any warranties in this CONTRACT (including Attachment 5-9H); or includes any materially false or misleading statement, representation, or warranty in any Record or Report.

2. Insolvency or Bankruptcy

CONTRACTOR becomes insolvent or files a voluntary petition to declare bankruptcy; a receiver or trust is appointed for CONTRACTOR; or CONTRACTOR executes an assignment for the benefit of creditors. CONTRACTOR is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether CONTRACTOR has committed an act of bankruptcy and whether CONTRACTOR is insolvent within the meaning of the Federal bankruptcy law or not.

3. Failure to Provide Insurance, Bonds

CONTRACTOR does not provide or maintain in full force and effect all insurance and other assurances of its Performance Obligations, including

as required under Part 4 of Exhibit 5 and Section 15, or provide evidence of insurance coverage acceptable to Director.

4. Material or Repeated Violation of Applicable Law

a. Any material Violation of Applicable Law

That is not cured to the satisfaction of Director or applicable Regulatory Agency within 30 days of the Notice, assessment, or determination of that Violation of Applicable Law; or

b. Any repeated Violation of Applicable Law

If CONTRACTOR is entitled to and does contest a Notice, assessment, or determination of Violation of Applicable Law by proceedings conducted in good faith, no Contractor Default will be deemed to have occurred until a final decision adverse to CONTRACTOR is entered.

5. Failure to Collect for Seven Days

Unless due to Uncontrollable Circumstances or otherwise approved by Director, CONTRACTOR fails to Collect from all Occupants with respect to Task 1 or to provide Task 2 Services for seven consecutive calendar days.

6. Failure to Collect for More Than Seven Days

With respect to Task 1 or Task 2 Services, if due to Uncontrollable Circumstances, CONTRACTOR fails to Collect from all Occupants or provide Task 2 Services for a period of more than seven consecutive calendar days.

7. Payments to COUNTY

CONTRACTOR does not timely and fully make any required payment to COUNTY required under this CONTRACT (including payments such as damages or County's Reimbursement Costs):

a. More than twice in any Calendar Year;

b. Within 60 days of Notice by Director that payment is due; or

c. With respect to payment of a shortfall in the Franchise Fees, within 60 days of Notice in accordance with Section 9C.

8. Specified Contractor Defaults

CONTRACTOR Breaches any of the following Sections:

- a. Part 11B of Exhibit 5 Child Support Compliance Program (if not cured within 90 days of Notice given as described in Part 6 of Exhibit 5);*
- b. Part 12C1 of Exhibit 5 Compliance with ILO Convention Concerning Minimum Age for Employment;*
- c. Part 12D of Exhibit 5 Nondiscrimination;*
- d. Part 12F of Exhibit 5 County Lobbyist Ordinance; or*
- e. Part 6F of Exhibit 5 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program.*

9. Uncured or Repeated Breach

CONTRACTOR does not timely cure any other Breach in accordance with item A or CONTRACTOR Breaches any of its Performance Obligations repeatedly or habitually, as determined by Director at the Director's sole discretion. However, this Contractor Default will be excused for a period of seven days beginning on the first occurrence of that Contractor Default in the event of Uncontrollable Circumstances, if the event materially affects CONTRACTOR's ability to provide Contract Services. Nevertheless, if Uncontrollable Circumstances interrupt Collection, Customers and Occupants may take actions and COUNTY may exercise any of its rights under Section 11. This Contractor Default will not be excused if it continues for a period of more than seven days beginning on the first occurrence of this Contractor Default.

10. Improper Consideration

COUNTY finds that consideration, in any form, was offered or given by CONTRACTOR either directly or through an intermediary to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR's performance under this CONTRACT where that consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

11. Default Under Guaranty

A default exists under the guaranty, if any, provided in the most recent annual public financial Reports and other periodic public financial Reports of CONTRACTOR and, at Director's request, each of its Affiliates and other entities, if any, performing Contract Services or providing Goods or Services; provided however, that if CONTRACTOR did not submit its own financial Reports before the Execution Date of this CONTRACT, it must provide a guaranty in the form provided by Director, by a guarantor satisfactory to Director, which guarantor must provide its own audited financial Reports;

C. Notice of Contractor Default

1. Effective Immediately

COUNTY may terminate this CONTRACT effective immediately after Notice by Director to CONTRACTOR of any of the following Contractor Defaults:

- a. Any Contractor Default, if COUNTY determines that protection of public health and safety requires immediate suspension or termination;*
- b. A Contractor Default in Part 6B3 of Exhibit 5 (failure to provide insurance, bonds);*
- c. A Contractor Default described in Part 6B4 of Exhibit 5 (material or repeated Violation of Applicable Law, including County Lobbyist Ordinance);*
- d. A Contractor Default described in Part 6B10 of Exhibit 5 (improper consideration).*

2. Effective 30 days

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

3. Effective 15 days

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

4. Effective Ten days

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

D. Suspension or Termination of CONTRACT

1. Suspension

Together with any other rights COUNTY may have under this CONTRACT, Director may suspend this CONTRACT, in whole or in part, for a period of 45 days effective immediately upon Notice to CONTRACTOR in any of the following events:

a. A Contractor Default

b. COUNTY Right

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

c. Other

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

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform Contract Services in accordance with this CONTRACT. If CONTRACTOR so demonstrates, COUNTY's right to suspend this CONTRACT will cease and CONTRACTOR may resume providing services. If CONTRACTOR does not so demonstrate, COUNTY may continue the suspension and terminate this CONTRACT and exercise any other rights and remedies under this CONTRACT.

2. Termination

a. Contractor Default

COUNTY may terminate this CONTRACT, in whole or in part, upon the occurrence of a Contractor Default and Notice to CONTRACTOR at the times provided in Part 6D3 of Exhibit 5.

b. Failure to Agree on Service Fee Adjustments

(1) **Unplanned Adjustments**

Notwithstanding the foregoing, COUNTY may terminate this CONTRACT on 6 months' Notice if in the judgment of Director, COUNTY and CONTRACTOR are unable to reach satisfactory agreement to adjust for a unplanned adjustments such as Change in Law, extraordinary circumstances, or changes in Service Specifications or Service Standards after good faith negotiations during a period of at least 30 days.

(2) **Planned Adjustments**

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees for the planned annual adjustments in accordance with items C, D, and E of Exhibit 7, COUNTY will have the option to either make the adjustment it feels is accurate or not adjust the rate for the upcoming Fiscal Year.

c. Criminal Activity

COUNTY may terminate this CONTRACT upon Notice required in Part 6C of Exhibit 5 if COUNTY exercises its right to terminate this CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR.

d. Annexation/Dissolution of Service Area

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

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

COUNTY will provide information regarding any known annexations or incorporations at the proposers/bidder's conference; however, CONTRACTOR is responsible for investigating the Service Area and

determining which areas are prone to annexation or incorporation. For example, the City of Santa Clarita has annexed portions of the unincorporated communities of the County of Los Angeles and it is reasonable to expect additional annexations during the Term of this CONTRACT.

3. Suspension/Termination for Nonappropriation of Funds

This CONTRACT, COUNTY shall not be obligated for CONTRACTOR's performance hereunder, with respect to County Services under this Exhibit during any of COUNTY's future Fiscal Years unless and until the Board appropriates funds for this CONTRACT in COUNTY's budget for each such future Fiscal Year. If funds are not appropriated for this CONTRACT, then this CONTRACT may be suspended or terminated as of June 30 of the last Fiscal Year for which funds were appropriated. Director will notify CONTRACTOR in writing of any such nonallocation of funds as soon as possible.

4. Suspension/Termination for Convenience

a. *COUNTY's Best Interest*

This CONTRACT may be suspended or terminated, in whole or in part, from time to time, when COUNTY deems such action, at its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be affected by Notice of suspension or termination to CONTRACTOR specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the Notice is sent.

b. *Stop Suspended/Terminated Work; Complete Non-Suspended/Terminated*

After receipt of a Notice of suspension or termination and except as otherwise directed by Director, CONTRACTOR shall:

- (1) Stop work under this CONTRACT on the date and to the extent specified in such Notice; and
- (2) Complete performance of such part of the work as shall not have been suspended or terminated by such Notice.

c. *Records Retention*

All material including books, Records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this

CONTRACT shall be maintained by CONTRACTOR in accordance with Section 9A and Part 3G of Exhibit 5.

d. Completion of Work

If this CONTRACT is suspended or terminated, CONTRACTOR shall complete within Director's suspension or termination date contained within the Notice of suspension or termination, those items of work which are in various stages of completion, which Director has advised CONTRACTOR are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by CONTRACTOR under this CONTRACT shall be delivered to Director upon request and shall become the property of COUNTY.

e. Suspension or Termination in Part

COUNTY may suspend or terminate part of this CONTRACT. An example of suspension or termination in part is suspending Task 1 Service but not Task 2 Service.

E. CONTRACTOR Responsibility and Debarment

1. Child Support Compliance Program

COUNTY may debar CONTRACTOR from doing business with COUNTY if COUNTY determines after giving Notice and conducting a hearing in accordance with Chapter 2.202 of County Code, which shall apply to this CONTRACT, that CONTRACTOR (or any of its Subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY's policy to do business with responsible contractors; CONTRACTOR's failure to comply with the Child Support Compliance Program, as provided in Part 11B of Exhibit 5, may be cause for debarment in accordance with Section 2.200.020 of County Code.

2. County Defaulted Property Tax Reduction Program

COUNTY may debar CONTRACTOR from doing business with COUNTY as provided in item F2 of this Exhibit.

F. Termination For Breach Of Warranty To Maintain Compliance With County Defaulted Property Tax Reduction Program

1. Contractor Default

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part 11C of Exhibit 5 shall constitute a Contractor Default under Part 6B of Exhibit 5.

2. Termination/Debarment

Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure that Contractor Default within ten days of Notice shall be grounds upon which COUNTY may terminate this CONTRACT under Part 6D2a of Exhibit 5 and/or pursue debarment of CONTRACTOR pursuant to County Code Chapter 2.206 and Part 6E2 of Exhibit 5.

PART 7 - Part no longer used

PART 8 - TRANSFER OF CONTRACT

A. COUNTY Consent

CONTRACTOR may not transfer this CONTRACT, any Franchise granted under it, or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without COUNTY's prior written consent given at COUNTY's sole discretion. Any transfer or attempted transfer of this CONTRACT, the franchise granted under it or any rights and duties under it, made without COUNTY'S consent, at COUNTY's option, will be invalid. COUNTY's consent must be a written amendment to this CONTRACT that is formally approved by the Board of Supervisors and executed by (1) CONTRACTOR and (2) the Board, or if delegated by the Board, Director. Any transfer, with or without consideration for any reason whatsoever without COUNTY's (or Director's, if applicable) express prior written approval, shall be a Breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR. COUNTY may condition consent on payment of amounts specified in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3 in consideration for the value of good will and intangibles that accrued to COUNTY and Customers and Occupants in the award of this CONTRACT to CONTRACTOR.

"Transfer" means an action (or inaction) that has any of the following direct (or indirect) effects:

1. Control or Ownership of CONTRACTOR

Changing any or all of the following:

- The effective control of CONTRACTOR, or
- Ownership interest of CONTRACTOR (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (except to Immediate Family or a trust created primarily to benefit members of the Immediate Family) unless CONTRACTOR proves to satisfaction of COUNTY less than 25 percent of ownership interest has changed;

2. Control or Ownership of Contract Service Assets

Changing either or both of the following:

- The effective control.

- The ownership (actual or constructive) of Contract Service Assets (except for sales or transfers to the Immediate Family or a trust created primarily to benefit the Immediate Family) unless CONTRACTOR proves to satisfaction COUNTY that less than 20 percent of the value of Service Assets has changed ownership.

3. Someone Other Than CONTRACTOR Performing Contract Services

Resulting in someone other than CONTRACTOR performing contract services or assuming the obligation to provide Contract Services (including substitution of someone else by a surety company providing a performance bond, franchise assignment, transfer, conveyance, sublease, or licensing).

For purposes of this definition, an action (or inaction) includes assignment by operation of law, such as insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of CONTRACTOR's tangible or intangible property, or transfer occurring in a probate or other estate proceeding.

“Immediate Family” means parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in CONTRACTOR as of the Execution Date.

“ownership” means the state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).

B. CONTRACTOR Demonstration

Without obligating Director to give consent, CONTRACTOR shall demonstrate to Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy CONTRACTOR's Performance Obligations.

C. Payment of COUNTY's Transfer Costs

1. Transfer Deposit

CONTRACTOR must make any request for Director's consent to a transfer in the manner prescribed by Director. Director may condition consent to any transfer, other than a transfer to an Affiliate, on CONTRACTOR's payment to COUNTY of \$5.00 per Customer. CONTRACTOR shall pay COUNTY a transfer Deposit before Director's consideration of CONTRACTOR's request. COUNTY will return to CONTRACTOR any amounts paid more than the transfer Costs incurred.

2. Additional Transfer Costs

While COUNTY's Processing CONTRACTOR's request for transfer, CONTRACTOR shall further pay COUNTY its additional transfer Costs more than the transfer Deposit within 30 days of Director's request therefore, if Director approves the transfer. At CONTRACTOR's request, COUNTY will provide CONTRACTOR access to all Records evidencing the transfer Costs incurred.

D. County's Reimbursement Costs of Enforcement

In addition, CONTRACTOR shall pay County's Reimbursement Costs for fees and investigation costs as COUNTY may deem necessary to enjoin the transfer or to otherwise enforce this provision within 30 days of COUNTY's request therefore.

Any payment by COUNTY to any approved delegate or transferee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

PART 9 - GENERAL PROVISIONS

A. Exercise of Options

Parties will exercise any approval, disapproval, consent, judgment, option, discretion, election, opinion, or choice under this CONTRACT, make a requirement under this CONTRACT or interpret this CONTRACT ("Discretionary Action") reasonably. Any mediator, arbitrator, or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this CONTRACT serves, where this CONTRACT specifically provides that the exercise of any Discretionary Action is in either Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the first Party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.

B. Independent Status

CONTRACTOR is an independent entity and not an officer, agent, servant, or employee of COUNTY. This CONTRACT is between COUNTY and CONTRACTOR and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR, including for purposes of workers' compensation. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, and any Subcontractors. Nothing in this CONTRACT will be construed as creating an arrangement for handling Unpermitted Waste. CONTRACTOR bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Contract Services performed on behalf of CONTRACTOR under this CONTRACT.

C. Damage to Property and Personal Injury

CONTRACTOR shall not cause damage to property or personal injury. COUNTY may refer all complaints of damage or injury to CONTRACTOR as a matter within CONTRACTOR's sole responsibility. Notwithstanding any Rights COUNTY has for breach of CONTRACT, disputes between CONTRACTOR and Persons as to damage to private pavement or other property or to injury are civil matters between CONTRACTOR and that Person, and the Person may institute suits with respect thereto as allowed by law.

1. Property Damage

At its sole expense, CONTRACTOR shall repair, replace, or reimburse in an attempt to satisfy the owner of damaged public or private property in an attempt to satisfy the property owner, the cost of any damage caused by the negligent or willful acts or omissions of CONTRACTOR. This includes

the actual damaged property and any related damages, such as a car rental.

2. Personal Injury

At its sole expense, CONTRACTOR shall reimburse in an attempt to satisfy the injured individual, the cost of any personal injury caused by the negligent or willful acts or omissions of CONTRACTOR.

D. Venue

In the event of litigation between the Parties, venue in State of California trial courts will lie exclusively in COUNTY. In the event of litigation in a United States District Court, exclusive venue will lie in the Central District of California.

E. Changes and Amendments

1. Changes following Notice

The following changes in this CONTRACT after the Execution Date will be effective after Notice from Director to CONTRACTOR (or with respect to certain changes referenced in item b, from CONTRACTOR to Director, in accordance with Section 3D2a) as consented to by CONTRACTOR:

- a. Changes in the scope of Contract Services and Service Specifications and minimum Service Standards that do not result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee*
- b. Changes to Exhibit 17 Contractor Documentation*
- c. Changes to Attachment 5-9G Authorized Representative of Director*
- d. Immaterial changes to immaterial Performance Obligations*

2. Written Amendments

The following changes in this CONTRACT after the Execution Date will be effective only upon execution of a written amendment to this CONTRACT, including warranties by the Parties in accordance with Section 14B:

- a. Changes in the scope of Contract Services and Service Standards that result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee; and*

- b.** Material changes to material Performance Obligations (such as the period of performance, payments, or any material Term or condition included in this CONTRACT).

F. Notices

All Notices required or permitted to be given under this CONTRACT must be in writing with proof of delivery and acknowledgment by recipient. All Notices to COUNTY must be addressed to Director as provided in Attachment 5-9G, on CONTRACTOR letterhead, and signed by authorized representative. All Notices to CONTRACTOR must be addressed to the authorized representative of CONTRACTOR named in CONTRACTOR Documentation in Exhibit 17 (who will be CONTRACTOR's primary contact under this CONTRACT).

COUNTY Notice to CONTRACTOR is deemed effective on the date delivered with evidence of receipt or three days after the date of mailing, as evidenced in proof of mailing and post-marked date on envelope.

Notices of suspension or termination of this CONTRACT may be personally delivered to any individual whose actual knowledge of suspension or termination would be sufficient Notice to CONTRACTOR, including:

- 1. An individual, if CONTRACTOR is a sole proprietor;**
- 2. Copartner, if CONTRACTOR is a partnership; or**
- 3. The president, vice president, secretary, or general manager, if CONTRACTOR is a corporation.**

G. Authorized Representative of Director

COUNTY authorizes Director to make requests or requirements of CONTRACTOR or give approvals under this CONTRACT, excluding consents to transfer or written amendments of this CONTRACT. The authorized representative of Director named in Attachment 5-9G is CONTRACTOR's primary contact under this CONTRACT and can be contacted as provided in Attachment 5-9G. CONTRACTOR shall give that authorized representative a copy of all Notices in accordance with Part 9F of Exhibit 5. From time to time, Director may change Attachment 5-9G by Notice to CONTRACTOR.

H. Authority and Representations; COUNTY Disclaimer

1. COUNTY

COUNTY represents and disclaims as follows:

a. Status

COUNTY is a political subdivision of the State of California.

b. Authority and Authorization

COUNTY has full legal right, power, and authority to execute and deliver this CONTRACT and perform its obligations under this CONTRACT. This CONTRACT has been duly executed and delivered by COUNTY and constitutes a legal, valid, and binding obligation of COUNTY enforceable against COUNTY in accordance with its terms.

c. No Warranty Regarding Waste Characterization

COUNTY makes no representations or warranties with respect to the waste characterization within COUNTY, any waste Disposal characterization study, or projections by material type with respect to waste in COUNTY. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness for any purpose of Solid Waste or any portion thereof.

2. CONTRACTOR

CONTRACTOR represents and warrants as provided in Attachment 5-9H.

I. Limitation on Terms and Conditions

With respect to Task 1 only, CONTRACTOR shall limit the terms of terms and conditions to no longer than the remaining period of the Term. CONTRACTOR may not include in the terms of terms and conditions any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action (such as written Notice within a specified time before the stated expiration of the terms and conditions) to terminate the terms and conditions.

J. Notice by Customer

CONTRACTOR shall give each Customer the option to terminate its terms and conditions for services, without cause, on 7-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination.

K. Criminal Activity

1. Notice

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

2. CONTRACTOR Cure

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

a. *Terminate*

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

b. *Eliminate*

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

3. COUNTY Remedies

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

- a. **CONTRACTOR or any Affiliate fails to effectuate the cure described in Part 9K2 of Exhibit 5; or**
- b. **The Criminal Activity is related to this CONTRACT or occurring in COUNTY.**

4. Limitations on CONTRACTOR Manager

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

5. Contractor Documentation

CONTRACTOR shall list all CONTRACTOR Managers in Contractor Documentation in Exhibit 17.

L. Delay of Performance Obligations

Immediately upon learning that any actual or potential circumstance is delaying or threatening to delay the timely satisfaction of a Performance Obligation, CONTRACTOR shall give Director a Notice of the delay, including all relevant information, such as identifying the Performance Obligation, circumstance, and duration of the delay, and whether or not CONTRACTOR believes that the delay is due to Uncontrollable Circumstances. CONTRACTOR shall propose a solution for Director approval.

M. Subcontractors

CONTRACTOR shall not engage any Subcontractor in an amount exceeding \$50,000 for any individual Subcontractor without prior Director approval of the Subcontract and Subcontractor. CONTRACTOR is responsible for directing the work of CONTRACTOR's Subcontractors and any compensation due or payable to CONTRACTOR's Subcontractors is the sole responsibility of CONTRACTOR. CONTRACTOR shall remove any approved Subcontractor for good cause at Director's request. CONTRACTOR shall identify all Subcontractors in Contractor Documentation in Exhibit 17. In its Annual Report, CONTRACTOR shall disclose to Director the name of all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor (including ownership interests).

PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT

A. Definitions

Defined words in this CONTRACT have the meanings given in Attachment 5-10A.

B. Interpretation and Construction

1. Gender and Plurality

Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa unless the context demands otherwise. (For example, reference to a defined "Solid Waste Facility" may include reference to more than one facility identified by CONTRACTOR in Contractor Documentation in Exhibit 17.)

2. Headings; Font

Any captions or headings following the Exhibit, Attachment, Section, subsection, paragraph, and other attachments and subdivisions of this CONTRACT that precede the operative text of this CONTRACT are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this CONTRACT. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this CONTRACT.

3. References to Parts

References to Sections refer to Sections of this CONTRACT, unless specified otherwise. References to Exhibits and Attachments refer to Exhibits and Attachments attached to this CONTRACT. Reference to "subsections" refers to the subsections contained in the same Section in which the reference occurs, unless otherwise referenced.

4. Examples

Examples are for purpose of illustration only. If any example is ambiguous, inconsistent, or conflicts with the text that it illustrates, the text governs.

5. Specifics No Limitation on Generalities

The mention of any specific duty or liability imposed on CONTRACTOR may not be construed as a limitation or restriction of any general liability or duty imposed on CONTRACTOR by this CONTRACT or Applicable Law.

6. Exhibits

The exhibits to this CONTRACT, including their attachments, are part of this CONTRACT to the same extent and effect as if included in the text of Sections 1 through 16.

7. Inconsistencies and Conflicts

- a.** If any provision of Exhibits 3A1, 3A2, or 3A3 is inconsistent or conflicts with Sections 1 through 16 or Exhibit 5 of this CONTRACT or any other Exhibits or Attachments to this CONTRACT, then the provisions of Exhibits 3A1, 3A2, and 3A3 will govern, and
- b.** If any provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT is inconsistent or conflicts with any Exhibit (other than Exhibits 3A1, 3A2, or 3A3), including Contractor Documentation, then the provision of Sections 1 through 14 or Exhibit 5 of this CONTRACT will govern unless Director determines that it is contrary to the interest of the Parties.

C. Integration

This CONTRACT contains the entire CONTRACT between the Parties with respect to the rights and responsibilities of the Parties under this CONTRACT. This CONTRACT completely and fully supersedes all prior oral and written understandings and contracts between the Parties with respect to those rights and responsibilities.

D. Governing Law

This CONTRACT is governed by, and construed and enforced in accordance with the law of the State of California, without giving effect to the State's principles of conflicts of laws.

E. Severability

If any clause, sentence, provision, subsection, or Section of this CONTRACT or Exhibit to this CONTRACT (an "Contract Provision") is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, then the Parties will take the following actions:

- 1.** Promptly meet and negotiate a substitute for the CONTRACT Provision and any related amendments, deletions, or additions to other provisions of this CONTRACT, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and

2. If necessary or desirable to accomplish preceding item 1, apply to the court that declared the invalidity for a judicial construction of the substituted CONTRACT Provision and any amendments, deletions, or additions to this CONTRACT. Within ten days of Director's request, CONTRACTOR shall pay COUNTY an amount equivalent to 100 percent of the Direct Costs of the application.

The illegality, invalidity, nonbinding nature, or unenforceability of any CONTRACT Provision will not affect any of the remaining provisions of this CONTRACT, and this CONTRACT will be construed and enforced as if the CONTRACT Provision did not exist.

F. Interpretation

This CONTRACT will be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. CONTRACTOR acknowledges that it determined to provide Contract Services in the Service Area and to execute this CONTRACT upon CONTRACTOR's own choice and initiative. Each Party represents and warrants that it and its counsel have reviewed this CONTRACT, and the Parties agree that no provision in this CONTRACT will be construed against the drafting Party.

PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS

A. Applicable Law

1. Compliance

CONTRACTOR shall secure and maintain all Permits, licenses, registration, agreements, and comply with all Applicable Laws, including (as required by 13 CCR 2021.1) all applicable air pollution control laws such as Diesel Particulate Matter Control Measure of on-road, heavy-duty, and the Property Tax Reduction Ordinance. No obligation in this CONTRACT may be construed to relieve CONTRACTOR of any obligations imposed by Applicable Law.

CONTRACTOR shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/Permits from the appropriate Federal, State, or local authorities for work to be accomplished under this CONTRACT, including, but not limited to, a valid Waste Collector Permit issued by County Department of Public Health, Green Waste Quarantine Zone compliance agreement from California Department of Food and Agriculture, waste and used tire hauler registration from CalRecycle, and hazardous waste transportation Permit from CalRecycle.

CONTRACTOR shall secure and maintain valid waste and used tire hauler registration therefore in accordance with California Public Resources Code Section 42950 et seq. and any Permit required by Applicable Law for handling E-waste. CONTRACTOR shall transport tires to and Dispose of them at a facility authorized and permitted in accordance with Applicable Law to accept tires. CONTRACTOR shall comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82.

2. Referenced Provisions

References in this CONTRACT to provisions or requirements of Applicable Law may not be construed to limit CONTRACTOR's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate CONTRACTOR's satisfaction of its Performance Obligations and COUNTY's administration and specific enforcement of this CONTRACT and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this CONTRACT. If any provision of this CONTRACT is more stringent than Applicable Law, CONTRACTOR shall comply with that provision.

3. Fines and Penalties

CONTRACTOR is solely liable for all fines and penalties that may be imposed on CONTRACTOR or may be due to CONTRACTOR's actions, including fines and penalties that are the result of CONTRACTOR's Violation of Applicable Law (including Permits). CONTRACTOR shall not seek reimbursement from COUNTY, Customers, or Occupants for any fines or penalties.

4. Contractual Obligations

Provisions of Applicable Law are incorporated in this CONTRACT by reference as if set forth fully in this CONTRACT as contractual obligations of CONTRACTOR to COUNTY.

a. Breaches

In addition to or in lieu of prosecuting violations of those provisions as misdemeanors, infractions, or otherwise in the manner provided under Applicable Law, COUNTY may enforce those provisions in the same manner as it may enforce CONTRACTOR's other contractual obligations under this CONTRACT, including specific performance and as Breaches subject to cure in accordance with Part 6A of Exhibit 5. However, COUNTY has no obligation to enforce any Applicable Law.

b. Violation

Violation of Applicable Law is a Contractor Default subject to contest as provided in Part 6B4 of Exhibit 5.

5. COUNTY's Protection of Public Safety, Health, and Welfare

CONTRACTOR acknowledges that COUNTY is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare.

No provision in this CONTRACT is deemed to limit the power of COUNTY to regulate CONTRACTOR or to take any action as COUNTY deems appropriate or necessary in Director's sole and absolute discretion, under COUNTY's police power, including to protect the public's health, safety, and welfare.

6. Compliance with Applicable Law of COUNTY

CONTRACTOR shall comply with Applicable Law of COUNTY subject to possible adjustments in the Service Fees in the event of Changes in Law in accordance with items B, C, D, and E of Exhibit 7.

B. COUNTY Child Support Compliance Program

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200), CONTRACTOR shall fully comply with employment and wage reporting requirements under the Federal Social Security Act (42 U.S.C. Section 653(a) and California Unemployment Insurance Code Section 1088.5. CONTRACTOR shall implement lawfully served wage and earnings withholding orders or COUNTY Child Support Services Department Notices of wage earnings assignment for child, family, or spousal support issued in accordance with California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

C. County Defaulted Property Tax Reduction Program

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

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies to the best of its knowledge under Attachment 5-9H, that as of the Execution Date it complies with County Code Chapter 2.206. Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR shall comply with County Code Chapter 2.206.

PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

A. Labor Code

CONTRACTOR and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other Applicable Laws related to labor. By and through its execution of this CONTRACT, CONTRACTOR represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT and agrees to fully comply with those provisions.

1. Consideration of Hiring GAIN/START Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

B. Notices to Employees

1. Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each Subcontractor performing Contract Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The Notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that CONTRACTOR has attached as Contractor Documentation.

2. Regarding Safely Surrendered Baby Law

CONTRACTOR acknowledges that COUNTY places a high-priority on the implementation of the Safely Surrendered Baby Law (SB 1368).

a. Fact Sheet

CONTRACTOR shall notify and provide to its employees and shall require each Subcontractor performing Contract Services to notify and provide to Subcontractors' employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. CONTRACTOR shall print and make available in every facility where its employees are present, including Offices and operation yards, the fact sheet that is available at www.babysafela.org.

b. Poster

CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR shall also encourage its Subcontractors to post this poster in a prominent position in the Subcontractors' place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

3. Regarding Child Support

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR further acknowledges that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

4. Time Off for Voting

CONTRACTOR shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every CONTRACTOR and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a Notice setting forth the provisions of Section 14000.

C. Prohibition Against Use of Child Labor

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

CONTRACTOR shall not knowingly sell or supply to COUNTY or Customers and Occupants any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age for Employment"). If CONTRACTOR discovers that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY or any Customer are produced in violation of that Convention, CONTRACTOR shall immediately provide an alternative source of supply that complies with that Convention.

2. Provide COUNTY with Records

At COUNTY's request, CONTRACTOR shall provide documentation satisfactory to COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY or any Customer or Occupant relating to Contract Services.

3. Provide COUNTY with Manufacturers' Certification

At COUNTY's request, CONTRACTOR shall provide to COUNTY the manufacturer's certification of compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

D. Nondiscrimination

1. Employees

CONTRACTOR and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and Federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, Service Fees of pay, other forms of compensation, and selection of training (including apprenticeship).

2. Subcontractors, Proposers/Bidders, and Vendors

CONTRACTOR shall deal with its Subcontractors, proposers/bidders, and vendors without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation.

3. Certification

CONTRACTOR shall comply with the provisions of CONTRACTOR's EEO Certification (Form PW-7), attached as Contractor Documentation.

4. Inspection of Records

At COUNTY's request, CONTRACTOR shall Promptly allow COUNTY and its auditors or reviewer access to CONTRACTOR's employment Records at CONTRACTOR's Office during CONTRACTOR Office Hours to verify compliance with the provisions of Part 12D4 of Exhibit 5.

5. Remedies for Discrimination

If COUNTY finds that CONTRACTOR has violated any provisions of this subsection D, that violation constitutes a Contractor Default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this subsection D have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State of California or Federal antidiscrimination laws will constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of Part 12D of Exhibit 5.

E. Safety

1. Services Safety Official

CONTRACTOR shall designate in Contractor Documentation in Exhibit 17 a Services Safety Official who shall be thoroughly familiar with CONTRACTOR's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). CONTRACTOR shall ensure that the Services Safety Official is available always Contract Services are provided to abate any potential safety hazards. CONTRACTOR shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If CONTRACTOR fails to designate or make available the Services Safety Official, COUNTY may direct CONTRACTOR to cease providing Contract Services at no cost to COUNTY until CONTRACTOR complies with this Section.

2. Safety Responsibilities

CONTRACTOR is responsible for the safety of equipment, material, and personnel under CONTRACTOR's control or authority during performance of Contract Services. CONTRACTOR is solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all Applicable Laws with respect to occupational safety regulations. CONTRACTOR shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

F. COUNTY Lobbyists

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in County Code Section 2.160.010, retained by CONTRACTOR shall fully comply with County Lobbyist Ordinance.

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

Name: Clark Ajwani

Telephone Number: (626) 458-5163

E-mail Address: cajwani@pw.lacounty.gov

Address for Notices by Mail:

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

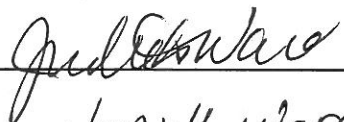
Director’s Office Hours : 7 a.m. to 5:30 p.m. Monday - Thursday
Established by Director

Signature: 

Printed Name: Clark Ajwani

Date: 05/27/25

Acknowledged by CONTRACTOR:

Signature: 

Printed Name: Justith Ware

Title: President

Date: 6/11/25

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

A. Status

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

B. Statements and Information

All information and documentation compiled, drafted, made, or otherwise delivered to COUNTY by or on behalf of CONTRACTOR relating to this CONTRACT, including its procurement, is correct and complete in all material respects as of the Execution Date and at the time originally submitted by CONTRACTOR to COUNTY.

C. No Conflicts

Neither the execution or delivery by CONTRACTOR of this CONTRACT, the performance by CONTRACTOR of Contract Services, nor the fulfillment by CONTRACTOR of the terms and conditions of this CONTRACT: (1) conflicts with, violates, or results in a breach of any Applicable Law; (2) conflicts with, violates, or results in a breach of any Term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any CONTRACT or instrument to which CONTRACTOR is a Party or by which CONTRACTOR properties or assets are bound, or constitutes a default.

D. No Approvals Required

CONTRACTOR has obtained and maintains all Permits in full force and effect during the Term. No other approval, authorization, license, Permit, order, or consent of, or declaration, registration, or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this CONTRACT by CONTRACTOR, except those as have been duly obtained from its governing body, CONTRACTOR shall immediately provide Notice to Director of any Notice of violation, revocation, or suspension of any Permit.

E. No Litigation

As of the Execution Date, disclose any action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of CONTRACTOR’s knowledge, threatened, against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely

affect the performance by CONTRACTOR of its obligations under this CONTRACT or in connection with the transactions contemplated by this CONTRACT, or which, in any way, would adversely affect the validity or enforce ability of this CONTRACT or any other CONTRACT or instrument entered into by CONTRACTOR relating to the transactions contemplated by this CONTRACT.

F. Due Diligence

As of the Execution Date, CONTRACTOR has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding this CONTRACT and best and proper method of providing Contract Services and labor, equipment, and materials for the volume of Contract Services to be provided. CONTRACTOR agrees that it shall make no claim against COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of COUNTY relating to the procurement of this CONTRACT, which proves to be in any respect erroneous.

G. Compliance with Applicable Law

As of the Execution Date, CONTRACTOR has fully complied with all Applicable Law, including (1) law relating to conflicts of interest and County Lobbyist Ordinance, while procuring this CONTRACT, and (2) County Defaulted Property Tax Reduction Program.

H. Ability to Perform

CONTRACTOR possesses the business, professional, and technical capabilities to provide Contract Services; and possesses the equipment, facilities, and employee resources required to fully and timely perform Contract Services.

I. Contingent Fees

No Person, including a selling agency, has been employed or retained to solicit or secure this CONTRACT upon a CONTRACT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for securing business.

J. Opportunity to Comment

CONTRACTOR had the opportunity to submit comments and recommended changes during the procurement process, during meetings convoked by COUNTY with the denominated "Working Group" whose members received copies of the drafts of the form of CONTRACT or during the procurement of this CONTRACT.

K. Solid Waste Facilities

1. The Solid Waste Facility or Facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for Disposal is a Disposal facility that is permitted to accept and Process Refuse in accordance with Applicable Law.
2. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Recyclables is a materials recovery facility that is permitted to accept and Process Recyclables in accordance with Applicable Law.
3. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Green Waste is a facility that is permitted to accept and Process Green Waste in accordance with Applicable Law.

L. Contractor Documentation

As of the Execution Date, CONTRACTOR has submitted all Contractor Documentation in accordance with Exhibit 17.

M. Personnel

CONTRACTOR fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing Contract Services meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

ATTACHMENT 5-10A - Definitions

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

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

Affiliate means a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CONTRACTOR.

Annual Report is described in item A3 of Section 10.

Applicable Law means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, COUNTY (including its County Code together with rules and regulations promulgated there under and COUNTY's Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, South Coast Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contract Services or the performance of the Parties' respective obligations under this CONTRACT, including those that concern health, safety, fire, mitigation monitoring plans, building codes, and zoning, and further including the following:

- Vehicles:
 - California Health and Safety Code Section 43000 et seq., with respect to air emissions (smog checks);
 - California Vehicle Code Section 27456b, with respect to tires;
 - California Vehicle Code Section 34500 et seq., with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
 - Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
 - Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
 - Vehicle weight limits;
 - The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;

- Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 et seq.; and
- 14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
- Containers:
 - 14 CCR 17314, with respect to maintenance and placement of Containers; and
 - 14 CCR 17317, with respect to placing identifying name and telephone number on Containers;
- Labor:
 - Drug and alcohol testing;
 - Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.), and rules and regulations of California Division of Occupational Safety and Health; and
 - Immigration Reform and Control Act of 1986 (PL.99-603);
- Environmental Protection:
 - CERCLA;
 - RCRA;
 - Clean Air Act (42 U.S.C. Section 1351 et seq., 42 U.S.C. Section 7401-7642); and California Clean Air Act (California Health and Safety Code Section 39000 et seq.);
 - California Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.);
 - California Hazardous Materials Release Response Plan and Inventory Act (California Health and Safety Code, Division 20, Chapter 6.95, Section 25500 et seq.);
 - Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.); and
 - Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.); and
- Miscellaneous:
 - County Lobbyist Ordinance;
 - County Defaulted Property Tax Reduction Ordinance.
 - Civil Rights Act of 1964 (Subchapter VI of Chapter 21 of Title 42);
 - AB 939; and
 - AB 1826.

Reference to Applicable Law includes future amendments and supplements to or replacement, restatement, or recodification thereof.

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

Authorized Commercial Waste Hauler means a waste hauler that has signed a Commercial Franchise agreement with COUNTY and is currently in good standing.

Award Date means the date County of Los Angeles Board of Supervisors approves the CONTRACT.

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

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

Best Efforts mean serious and sizeable efforts that a respectable Person would take in the same (or similar) circumstances, using principles of impartiality of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith.

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

Board of Supervisors means the Board of Supervisors of County of Los Angeles.

Breach means CONTRACTOR's failure to fully and timely meet one or more Performance Obligations.

Bulky Item means any large item of Solid Waste that will not fit into an empty Container that can be safely lifted by two individuals using a dolly that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR for Collection. A Bulky Item includes, but is not limited to the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;
- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

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

Cart means a wheeled plastic Container provided by CONTRACTOR for storage of Solid Waste pending Collection, which is Collected (semi) by automated Vehicle. Examples include 32, 64, and 96-gallon plastic Containers. Carts are often referred to as barrels.

CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act of 1982 (42 U.S.C. Section 9601 et seq.).

Change in Law means the occurrence of any event or change in Applicable Law as follows:

- The adoption, promulgation, modification, or change in Applicable Law or in judicial or administrative interpretation thereof occurring after the Execution Date other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than any Franchise Fees levied by COUNTY) or employment taxes;
- Any order or judgment of any Federal, State, or local court or Regulatory Agency issued after the Execution Date if:
 - That order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third-Party for whom the Party relying thereon is directly responsible; and
 - The Party relying thereon, unless excused in writing from so doing by the other Party, will make or have made, or will cause or have caused to be made, Reasonable Business Efforts to contest that order or judgment (it being understood that the contesting in good faith of that an order or judgment will not constitute or be construed as a willful misconduct or negligent action of that Party);
- The imposition by a Regulatory Agency of any new or different material conditions about the issuance, renewal, or modification of any Permit after the Execution Date; or
- The failure of a Regulatory Agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption, or termination of, any Permit after the Execution Date; if the failure to issue or the suspension or termination of any Permit is not the result of the willful misconduct or negligent action or inaction of the Party relying thereon or any third-Party for whom the Party relying thereon is directly responsible.

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

Commencement Date means the date defined in Item A of Section 2 and is the date Collection Service begins.

Commercial means related to a Person or thing that is not Residential or Multifamily.

Commercial Occupant means Person within the Service Area that occupies a Commercial Premise and receives services from CONTRACTOR.

Commercial Premises means Premises that are not Residential Premises or Multifamily Premises, including stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, Processing, or assembly shops or plants; and hospitals, clinics, convalescent centers, and nursing homes (with respect to nonmedical waste only).

Compost means a mixture of decayed or decaying organic matter (such as leaves and grass) used to amend or fertilize soil.

Construction and Demolition (C&D) means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up, as defined in County Code 20.87.030. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

Container means any Cart or Dumpster used to provide Collection service.

CONTRACT means this CONTRACT, including all exhibits and other attachments, which exhibits and other attachments are incorporated in this CONTRACT by reference.

Contract Services means Task 1 and Task 2 Services together.

Contract Year means each 12-month period commencing on the first day of the month in which CONTRACTOR Collects Solid Waste from any Occupant.

CONTRACTOR means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY in accordance with Section 19. CONTRACTOR includes CONTRACTOR's Subcontractors unless explicitly provided otherwise. References to all CONTRACTOR's actions and Performance Obligations under this CONTRACT include reference to Subcontractors' actions under this CONTRACT, as applicable, without specifying in each instance that CONTRACTOR shall directly take those actions itself, or cause its Subcontractors to take those actions on CONTRACTOR's behalf.

Contractor Default is described in Part 6 of Exhibit 5.

Contractor Documentation means documentation in Exhibit 17.

Contractor Manager means any of the following:

- CONTRACTOR's officers and directors;

- The officers and directors of CONTRACTOR's parent corporation and of each successive parent corporation's parent corporation;
- The authorized representative of CONTRACTOR named in Contractor Documentation in Exhibit 17; and
- Any other Persons, including Affiliates and CONTRACTOR's or Affiliates' employees, officers, or directors, in a Position of Influence.

Contractor Office Hours means 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

Contractor's Related Parties means CONTRACTOR's partners, officers, directors, agents, employees, Subcontractors, consultants, licensees, invitees, and Affiliates.

Conversion Technology (CT) means an array of technologies capable of converting residual Solid Waste into useful products, including fuels, chemicals, and other sources of clean energy.

COUNTY means the government entity known as County of Los Angeles.

County Business Day means any day on which Los Angeles County Public Works is open to do business with the public.

County Code means the Los Angeles County Code.

County Defaulted Property Tax Reduction Program or **County Defaulted Property Tax Reduction Ordinance** means County Code Chapter 2.206.

COUNTY Lobbyist Ordinance means County Code Chapter 2.160.

County Service means the Task 2 Services from CONTRACTOR to the COUNTY.

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

County Service Fee Schedule means the rates for CONTRACTOR's compensation for providing Task 2 Services.

County's Reimbursement Costs means Direct Costs of COUNTY plus 35 percent thereof.

County's Related Parties means political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body, their agents, officers, and employees, elected officials, assigns, volunteers, and special districts (including Garbage Disposal Districts) and each one of them. County's Related Parties are third-Party beneficiaries of provisions in this CONTRACT that reference them.

CPI means the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, BLS Data Viewer.

Criminal Activity means any of the following:

- Fraud or criminal felony offenses relating to obtaining, attempting to obtain, procuring, or performing a public or private CONTRACT related to Recyclables, Green Waste or MSW Management Services of any kind (including Collection, hauling, Transfer, Processing, Composting, or Disposal), including this CONTRACT;
- Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
- Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- Unlawful Disposal of hazardous, designated, or other waste; or
- Violation of securities laws or antitrust laws, including laws relating to price-fixing, bid rigging and sales and market allocation, and of unfair and anticompetitive trade practice laws, including with respect to inflation of Solid Waste Collection, hauling or Disposal fees.

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

Customer Service means the Task 1 Services from CONTRACTOR to the Customer.

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

Customer Service Fee Schedule is found in Attachment 7-2 to Exhibit 7.

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

Day means calendar day, whether capitalized or lower case.

Debarment or **Debar** has the meaning assigned in County Code Section 2.202.020.

Direct Costs means the sum of the following but excludes profit or return on investment:

- Payroll costs directly related to the performance, management, or supervision of any obligation under this CONTRACT, or exercise of any right, comprised of compensation and fringe benefits, including vacation, sick leave, Holidays, retirement, Worker’s Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, plus;
- The costs of materials, services, direct rental costs, and supplies, plus;

- Travel and subsistence costs, plus;
- The reasonable costs of any payments to Subcontractors (with respect to CONTRACTOR) or contractors (with respect to COUNTY) or third Parties necessary to and about Performance Obligations, plus;
- Any other cost or expense which is directly or normally associated with the task performed; which is substantiated by:
 - A certificate signed by the principal financial officer of CONTRACTOR or the authorized representative of COUNTY setting forth the amount of that cost and the reason that cost is properly chargeable to COUNTY or CONTRACTOR and stating that the cost is a competitive price, if there are competitive prices, secured in an arm's length transaction for the service or materials supplied; and
 - If COUNTY or CONTRACTOR requests additional backup documentation as may be available to reasonably substantiate any Direct Costs, including invoices from suppliers, Subcontractors, and contractors.

Director means COUNTY Director of Public Works or his or her authorized representative, including the authorized representative named in Attachment 5-9G.

Director's Office Hours means hours that Director is open to do business as indicated in Attachment 5-9G.

Disabled means Occupants who suffer from a disability as evidenced by a letter from their medical physician.

Disposal or Dispose means Disposal, as defined in California Public Resources Code Section 40192, at a Solid Waste Facility of Refuse that CONTRACTOR has Collected.

District means Garbage Disposal District.

Diversion or Divert means activities that reduce or eliminate the amount of Solid Waste from Disposal for the purposes of Division 13 of the California Public Resources Code, including Article 1 (commencing with Section 41780).

Diversion Goal means the current State law requirement of 50 percent, the State goal of 75 percent Diversion by 2020, and future COUNTY goals including the Roadmap to a Sustainable Waste Management Future adopted by the Board of Supervisors on April 22, 2014. The Roadmap goals are 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and 95 percent or more Diversion from landfills by 2045, as calculated by Director using Director's methodology. State and COUNTY goals are subject to change.

Dumpster means a container for storage of Solid Waste that is usually Collected with front end loading Vehicles, such as those having a 1- to 8-cubic yard capacity, commonly referred to as a Dumpster. Dumpsters are also often referred to as bins.

Elderly means a Person age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

E-waste means waste that is powered by batteries or electricity, such as computers, telephones, stereo equipment, DVD players/recorders, mp3 players, televisions, and calculators.

Excess Solid Waste means bagged, containerized, or bundled Solid Waste, not to exceed 4 feet in length or 70 pounds in weight.

Execution Date means the date this CONTRACT is signed by both COUNTY and CONTRACTOR.

Expected Number means a quantity that Director anticipates during a future Contract Year plus 10 percent, based on the previous year's data.

Expiration Date means the date this CONTRACT expires as provided in accordance with item A of Section 2.

Fiscal Year means the 12-month period beginning July 1st and ending the following June 30th.

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

Franchise Fee means the fee described in item E of Section 1.

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

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

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

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-Composting processes; and
- Other Director-approved items listed in the Terms and Conditions.

Gross Receipts means fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive directly or indirectly from Customers and Occupants

about Task 1 Services before any deduction for costs or expenses such as the Franchise Fee. Gross Receipts does not mean fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive about the sale of Recyclables.

Holidays means January 1, Memorial Day, 4th of July, Labor Day, Thanksgiving, and December 25 and any other Holidays designated by COUNTY in Notice to CONTRACTOR.

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

Including or **Include** or variations thereof, when used in this CONTRACT, means "including without limitation," "including, but not limited to," and "including, at a minimum."

Indemnities or **Indemnification** means all defenses, Indemnities, and releases under this CONTRACT, including under Part 4A of Exhibit 5 (generally), and with respect to the Immigration Reform and Control Act and Cal/OSHA (specifically).

Liabilities mean any of the following:

- Liabilities;
- Lawsuits;
- Claims;
- Complaints;
- Cause of actions;
- Citations;
- Investigations;
- Judgments;
- Demands;
- Cleanup orders;
- Damages (whether in contract or tort, including:
 - Personal injury to or death of, at any time, CONTRACTOR's employees, Subcontractors, COUNTY employees or third Parties; and
 - Property damage of CONTRACTOR, Subcontractors, COUNTY employees or third Parties);
- Costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys' fees, whether COUNTY'S or CONTRACTOR's staff attorneys or outside attorneys, and court costs);
- Losses;
- Fines;
- Penalties; and
- Other detriments of every nature and description whatsoever, whether under State of California or Federal law.

Litter means all solid waste which has been improperly discarded or dumped locations in Public Right-of-Way or which has migrated by wind and is generally smaller than 12

inches in size. Litter includes convenience food, beverage, and other product packages or containers. See Abandoned Waste for items larger than 12 inches in size.

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

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

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

Monthly Report or Monthly Data is described in item A1 of Section 10.

More Than Expected Number means a quantity greater than what Director anticipates during a future Contract Year; it is the quantity between the Expected Number and up to double the Expected Number.

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

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

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

Multifamily Premises means Premises containing a Multifamily building.

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

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

Non-Collection Notice means the Notice in the form included in Contractor Documentation in Exhibit 17 in accordance with item C of Section 4.

Notice (when capitalized) means Notice given in accordance with Part 9F of Exhibit 5.

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

Office means CONTRACTOR's offices required by item A of Section 6 to be identified in Contractor Documentation in Exhibit 17.

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

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

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

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

Permit means any Federal, State, County, other local, and any other governmental unit Permit, order, license, approval, authorization, consent, or entitlement of whatever kind and however described that Applicable Law requires to be obtained or maintained with respect to the satisfaction of Performance Obligations, as renewed or amended from time to time, including the waste collector Permit issued by the Los Angeles County Department of Public Health.

Person means any individual, firm, association, organization, partnership, corporation, trust, joint venture, State, County, municipality, special purpose district, the United States or any other entity.

Position of Influence means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise or oversee the Contract Services or this CONTRACT, including the following: (1) serving as director of the board of directors of CONTRACTOR or an Affiliate, (2) serving as an officer of CONTRACTOR or an Affiliate, (3) reviewing or negotiating CONTRACTOR's contracts (including this CONTRACT), (4) providing in-house legal services, and (5) providing insurance or other performance security if the provider is an Affiliate or is a captive of CONTRACTOR or an Affiliate; but excluding the following: (1) monitoring CONTRACTOR's performance, (2) supervising CONTRACTOR's finance and capital budget decisions, and (3) articulating general policies and procedures not related to a Criminal Activity.

Premises means a tract of land located in the Service Area which is safely accessible by Vehicles.

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

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

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

Public Right-of-Way or Right-of-Way includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
 - sidewalks,
 - and between a sidewalk and street, and
 - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

Quarterly Report is described in item A2 of Section 10.

RCRA means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

Reasonable or **Reasonable Business Efforts** or **Reasonable Efforts** or **Reasonable Judgment** means practical actions a sensible person would do in the same (or similar) circumstances using sound judgment and principles of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. It does not mean pursuing every possible action.

Records means documentation relating to Contract Services and other Performance Obligations, including ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, correspondence, Reports, drawings, designs (other than those respecting facilities or facility operations not involving Collection), data and photographs prepared by or possessed by CONTRACTOR, including the following:

- Customer and Occupant Terms and Conditions and Task 1 Services information (including Customers and Occupants' names and addresses), billing Records, call logs, route maps, schedules, and correspondence with Customers and Occupants;
- Weight tickets, invoices, bills of lading, and receipts from Solid Waste Facilities for types and amounts of Solid Waste that CONTRACTOR Collects, transports, and delivers to those Solid Waste Facilities;
- Records for AB 939 and other laws, including documentation from Recyclables and Green Waste transporters, shippers, brokers, beneficiaries, remanufacturers, and purchasers or other users of Recyclables and Green Waste; any Reports on Processing of Recyclables or Green Waste residual that Solid Waste Facilities may make to the CalRecycle;
- Vehicle maintenance, driver Permits and driver testing Records;
- Gross revenues and receipts, including Gross Receipts;
- Any Franchise Fees paid to COUNTY; and

- Records that may be relevant in the event of an action under CERCLA or similar claims.

Recyclables means Solid Waste that may potentially be Diverted from Disposal (excluding Organic Waste and Manure) including but not limited to any of the following materials:

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

Additional (or deleted) items that Director directs after Notice to CONTRACTOR, without adjustment of Service Fees unless the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables.

Recycle or Recycling means the Process of Collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables and Green Waste) that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality Standards necessary to be used in the market place. Recycling does not include transformation, as defined in California Public Resources Code Section 40201.

Refuse means Solid Waste that CONTRACTOR does not Divert.

Regulatory Agency means any Federal, State or local governmental agency that regulates Collection and transportation of Solid Waste (including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, or other health and safety department thereof; COUNTY; and Local Enforcement Agency applicable to Contract Services).

Report means Monthly Report, Quarterly Report, Annual Report and any AB 939/1383 or other report CONTRACTOR is required to submit in accordance with this CONTRACT and must be satisfactory to Director.

Residential means Person or thing related to detached, single-family homes or duplexes, other than condominiums or townhouses.

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

Residential Premises means Premises containing a Residential building, such as a detached, single-family home or a 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 Organic Waste Disposal and many other requirements on Organic Waste generators and local jurisdictions.

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

Service Assets means all property of CONTRACTOR used directly or indirectly in performing Contract Services, including Vehicles, Containers, maintenance equipment and facilities, and administrative equipment and software, both tangible and intangible (such as facility leases or equipment installment purchase contracts).

Service Day means any day Monday through Friday, excluding Holidays.

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

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

Service Fee Schedule means all the fees listed in Attachments 7-2 and 7-3 of Exhibit 7.

Service Specifications means Performance Obligations prescribed in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3.

Service Standards means each obligation of CONTRACTOR prescribed in Section 4.

Set-Out Site means the location where the Solid Waste is temporarily placed for Collection as mutually agreed upon by CONTRACTOR and Occupant.

Sharps means any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, such as needles

(hypodermic, pen or intravenous), needles with syringes, needles from vacutainers, needles with attached tubing, and lancets.

Sharps Containers means Container approved by COUNTY for discard of Sharps.

Solid Waste means Solid Waste as defined in California Public Resources Code Section 40191, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-waste,
- Organic Waste,
- Manure, and
- Abandoned Waste.

Solid Waste Facility means the facility as defined in California Public Resources Code Section 40194 (and any other types of facilities named by Director) and designated by CONTRACTOR in Contractor Documentation in Exhibit 17.

Standards means the criterion for excellent Solid Waste management established by the solid waste collection industry; professional associations such as the National Solid Waste and Recycling Association, Solid Waste Association of North America, US Mayors/ Municipal Solid Waste Association; and public bodies such as State and Federal EPAs.

Subcontractor means any Person that provides Goods or Services related to Collection, transportation or storage of Solid Waste or related to Service Assets, including their operation, maintenance, and repair, to or on behalf of CONTRACTOR whether pursuant to any arrangement, formal or informal, written or merely in practice. Subcontractor does not include a Person that provides Goods or Services related to Processing, Diversion, or Disposal, nor the manufacturer that provides equipment.

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

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

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

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services, public receptacle Collection services, abandoned

Containers, Homeless Encampments, and emergency services and is also defined in Section 1.

Term means the period beginning on the Execution Date and ending on the Expiration Date plus any extensions and is also defined in item A of Section 2.

Terms and Conditions means the CONTRACT details mailed to Customers and Occupants.

Ton or **Tonnage** means a short ton of 2,000 pounds avoirdupois.

Transfer is defined in Part 8 of Exhibit 5.

Uncontrollable Circumstances means any of the following events affecting the County:

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

Universal Waste means hazardous waste that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

Unpermitted Waste means

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

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

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

Vehicle means any truck used by CONTRACTOR to provide Contract Services.

Violation of Applicable Law means any noncompliance with Applicable Law as evidenced by Notice, assessment, or determination of any Regulatory Agency to CONTRACTOR, whether a fine or penalty is included, assessed, levied, or attached.

EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

CONTRACTOR shall charge Service Fees (Customer Service Fees and County Service Fees) in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

A. Timing, Conditions, Changes

1. Annual CPI Adjustments

Beginning at least 6 months after the Commencement Date, Director will adjust the Service Rates each July 1 based on the percentage change in the average annual published Consumer Price Index (CPI), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, BLS Data Viewer, available at:<https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02>.

The annual change is a comparison of the average monthly rate for the two previous Calendar Years. To avoid a rate increase for Customers shortly after a new contract is executed, a minimum of 6 months must elapse between Commencement Date and July 1 of the current year.

Table of past adjustments:

Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted	
Series ID	CUUR0000SEHG02	
Seasonality	Not Seasonally Adjusted	
Survey Name	CPI for All Urban Consumers (CPI-U)	
Measure Data Type	Garbage and trash collection	
Area	U.S. city average	
Item	Garbage and trash collection	
Rate Adjustment (effective date)	January to December Average Observation Value	Percent Change
7/1/2014	416.183	n/a
7/1/2015	425.796	2.31
7/1/2016	432.030	1.46
7/1/2017	439.427	1.71
7/1/2018	449.089	2.20
7/1/2019	466.861	3.96
7/1/2020	481.902	3.22
7/1/2021	498.705	3.49
7/1/2022	522.329	4.74
7/1/2023	549.334	5.17

2. 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 subsection C, and limitations in E:

a. *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 C.

b. *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.

c. *Extraordinary Circumstances*

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

3. Sample Calculation

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

4. Adjustments Prior to Commencement

If after 12 months from the Effective Date the Contract Services have not begun, Director shall calculate an annual rate adjustment to the Service Fees according to item A1 of Exhibit 7 for each July 1, excluding the July 1 that may occur before the 12 months have passed.

For example, if the Board of Supervisors awards the CONTRACT on February 1, 2023 and Contract Services begin 15 months later on July 1, 2024, there will be an adjustment to the rates effective July 1, 2024, but there will be no adjustment on July 1, 2023.

B. Rounding

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

C. Maximum Rate Adjustment

Adjustments to the Service Fees cannot exceed the percentages in the table below, except for changes due to acts of the State in item A2a of this exhibit. Any amount more than the yearly limit will not carry over to the next year.

Contract Period (on July 1)*	Maximum Adjustment**
Years 0 to 0.4999 (Less than 6 months from Commencement Date to July 1)	0 percent
Years 0.5 to 7 (July 1 to the scheduled Termination Date under Section 2)	5 percent, per year
Years 8 to 11 / Extension(s), if any	5 percent, per year but not within final 6 months of Term
Any time (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs subject to Section E of this Exhibit 7.
Twelve, 1-month extensions, if any	5 percent, per year but not within final 6 months of Term

* Rate adjustments due to Changes in Laws or Contract Services under subsection A2a above may be implemented at any time during the Term. The percentages are based on the Customer Service Fee at the start of CONTRACT.

** Any change in Service Fees for direct costs due to Changes in Law promulgated by the State in item A2a of this exhibit are not included in the percentage calculations of the maximum Service Fee Adjustment.

For example, during the first 7 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.

D. 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.

E. Adjustment Limitations

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

Any increase to the Service Fee resulting from Changes in Law shall not exceed 10 percent of the current Service Fee per Contract Year but increases in excess of 10 percent will be carried over to the next Contract Year or years.

Service Fees will not be adjusted under the following circumstances:

- There are uncured Breaches, or
- Within 6 months of the Commencement Date, or
- Within 6 months of the Expiration Date, or
- During any of the twelve possible one-month extensions under item A3 of Section 2.

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees, COUNTY will have the options described in item D2b of Exhibit 5.

F. Services Eligible for Adjustment

1. Customer Service Fee

2. Special Services (Exhibit 3A1 I)

- Christmas Tree Collection
- Annual Cleanup Event
- Mulch/Compost & Shredding Events
- Bulky Item Service
- Priority Pickups
- Special Cleanup Events
- Sharps Collections
- GPS & Video Equipment
- Minimum Rollout

3. Customer Surcharges

- Additional On-Call Pickups (Exhibit 3A1 H3 & Section 7A2e)
- Container Size Exchanges Beyond One (Exhibit 3A1 D3c)
- Container Removal and Return (Exhibit 3A1 D3e)
- Roll-Out Service for non-Elderly or Disabled (Exhibit 3A1 I and Section 7A2d)
- Difficult to Service (Exhibit 3A1 O & Section 7A2c)
- Manure Service (Exhibit 3A1 B & Section 7A2g)

- Locking Recyclables Cart Fee (Exhibit 3A1 D14)
- Cart Cleaning (Exhibit 3A1 D3d)

4. County Service Fee (Task 2)

- Abandoned Waste
- Hot Zone Monitoring
- Public Receptacles
- Homeless Camps, abandoned.
- Homeless Camps, active
- Litter in Alleys
- Litter, as-needed
- Emergency Services

G. Discontinued Indices

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

ATTACHMENT 7-1 – Service Fees Adjustment Example

THIS EXAMPLE IS A DRAFT AND IS INCOMPLETE

Example assumes the following:

- Contract started 4/1/17
 - Rate adjustment was not eligible 7/1/17
- Initial monthly rate for Task 1 basic services was \$17.00
- Rate adjustment being calculated is for 7/1/18

A. Annual increase or decrease in CPI (Item A1 of Exhibit 7)

Table A–Adjustment Due to Change in CPI

Calculate percent change in CPI (12-month average)	01/01/16-12/31/16	432.030
	01/01/17-12/31/17	439.427
	Percent change	1.71%

B. Annual increase or decrease Calculation for Task1

1. Basic Services Fee

$\$17.00 \times 1.71\% = \0.29

$\$17.00 + \$0.29 = \$17.29$ month

$\$17.29 / 0.9 = \$$

2. Task 1 Customer Surcharge Service Fee Adjustment

Table B–Sum of Adjustments

Special Services & Surcharges	Calculated Adjustment		Current Monthly Fee	Franchise Fee	Monthly Total
Manure Diversion	1.71%	x		÷0.9	=
Food Waste Diversion					
Green (Landscaping) Waste Diversion					
Locking Recyclables Carts					
Additional On-Call Pickups					
Container Size Exchange					
Container Removal					
Roll-Out Service					
Difficult to Service					
Cart Cleaning					
Priority Pickups					
Special Cleanup Event Services					
Sharps Containers					
Bear Resistant Carts					
GPS & Video					
Senior/Disabled Rollout					
Bike Lane Rollout					

C. Task 2 County Service Fee Adjustment Totals

Table C1a–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 C1b–Adjustment Due to Change in Task 2 Refuse Disposal Tipping Fees at Facility Two

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

Table G2– Sum of Task 2 Percent Changes

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Total
CPI	3.1%	x	60%	=	1.86%
Fuel					
CNG	2.17%				0.11%
LNG	14.19%	x	5%	=	0.71%
RNG	1.68%				0.08%
Total for Labor & Fuel				=	2.76%
Refuse Disposal					
Facility 1				=	2.80%
Facility 2					2.25%
Total for Disposal				=	5.05%

Table C3– Sum of Task 2 Refuse Removal from Public Right-of-Way Adjustments

Service Fee Component	Calculated Adjustment		Previous Rate		New Rate
Abandoned Waste	2.76 + 5.05	x	\$85.00/ton	=	\$91.64
Hot Zone Monitoring	2.76	x	\$ 0.25/foot	=	\$0.27
Public Receptacles	2.76	x	\$ 4.00/receptacle	=	\$4.11
Homeless camps, abandoned	2.76 + 5.05	x	\$200.00/4 cu yds	=	\$215.62
Homeless camps, active					
Bags Collected	2.76 + 5.05		\$ 50.00/bag		\$53.91
Boxes (Refuse in bags from event box)	2.76 + 5.05		\$ 20/box		\$21.56
Carts					
o Delivery and removal to/from area	2.76		\$150.00/area		\$154.14
o Collection & Disposal (96-gal)	2.76 + 5.05		\$ 10.00/Collection		\$10.78
o Collection & Disposal (32-gal)	2.76 + 5.05		\$ 8.00/Collection		\$8.62
o Overflowing Cart surcharge	2.76 + 5.05	x	\$120.00/overflow	=	\$129.37
o Contaminated Load surcharge	2.76 + 5.05		\$ 50.00/load		\$53.91
Dumpsters					
o Delivery and removal to/from area	2.76		\$150.00/area		\$154.14
o Collection & Disposal (3 cu yds)	2.76 + 5.05		\$ 50.00/Collection		\$53.91
o Overflowing Dumpster surcharge	2.76 + 5.05		\$225.00/Dumpster		\$242.57
o Contaminated Load surcharge	2.76		\$100.00/load		\$102.76
Litter in Alleys	2.76	x	\$100.00/mile	=	\$102.76
Litter (As-Needed)					
• Bags Collected	2.76 + 5.05	x	\$50.00/bag	=	\$53.91
• Hours Spent	2.76		\$35.00/hour		\$35.97

Emergency Services					
Solid Waste Not In Containers, tons	2.76 + 5.05	x	\$100.00/ton	=	\$107.81
Solid Waste Not In Containers, cubic yd	2.76 + 5.05		\$50.00/cuyd		\$53.91
Palm Frond Collection	2.76		\$75.00/hour		\$77.07

ATTACHMENT 7-2 – Task 1 Service Fees

- Attachment 7-2.5.3 Task 1 Service Fees
South San Gabriel/Whittier Narrows

The undersigned Proposer offers to perform the work described in the Request for Proposal 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.

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

**Task 1 Service Fees
South San Gabriel/Whittier Narrows**

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. Write-in your proposed Monthly Rate, calculate Basic Service Total, and calculate Proposed Annual Amount. Note: 96-gallons = 0.5 cu yd.

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)	
Services	Customer)
Monthly Rate for 3-Container Basic Services (Exhibit 3A1 B)*	
A One 96-gallon Refuse (no Food Waste)	A *\$ 28.89
B One 96-gallon Recyclables	B **\$ 3.57
C Waste	C ***\$ 3.08
Monthly Rate for Basic Services (without SB 1383 Compliance)	
D One 96-gallon Refuse (with Food Waste) ^E	D *\$ 35.00 ^E (replaces A)
E One 96-gallon Green Waste (without Food Waste) ^E	E ***\$ 10.00 ^E
Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)	
1 Christmas Tree Collection	1 \$ 0.02
2 Annual Cleanup Event	2 \$ 0.12
3 Annual Container Cleaning	3 \$ 0.05
4 Mulch/Compost & Shredding Events	4 \$ 0.08
5 Green Waste Dropoff Event (Exhibit 3A3, if applicable)	5 \$ 0.02
6 Bulky Item Service	6
Bulky Item (On-call)	\$ 0.05
Excess Refuse	\$ 0.02
Excess Green Waste	\$ 0.02
Special Recyclables/Reusable Items	\$ 0.01
7 Priority Pickups at Director's Request	7 \$ 0.02
8 Special Cleanup Events Services	8 \$ 0.02
9 Sharps Collections	9 \$ 0.02
10 GPS & Video Equipment & Recording (Section 3 C9)	10 \$ 0.05
11 Senior/Disabled Rollout (Exhibits 3A1 I)	11 \$ 0.05
12 Bike Lane Rollout (Exhibits 3A1 I3a & 3A3 F)	12 \$ 0.04
13 Bear-Resistant Carts (Exhibit 3A3, if applicable)	13 \$ 0.02
Total of A - C and 1 - 13 (do not include D, E)	\$ 36.15 (Basic Service Total) ^{1.12}
Rates for Alternative to Director's Preferred Method	
One 96-gallon Refuse Cart	\$ 25.00 (replaces A)
One 96-gallon Refuse with Food Waste Cart	\$ 32.50 (replaces A)
One 96-gallon Recyclables Cart	\$ 10.00 (replaces B)
One 96-gallon Green Waste Cart	\$ 15.00 (replaces C)
One 96-gallon Green Waste (landscaping only) Cart	\$ 15.00 (replaces C)
One 64-gallon Food Waste Cart	\$ 62.50

*COUNTY may turn on or off any of services 1 - 13 and/or switch to service D - E

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

CUSTOMER SURCHARGES/FEEs ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7)

Services	Monthly Rate (Billed to Customer)
Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) 2nd or more 96-gallon Refuse Cart 2nd 96-gallon Recyclables Cart 2nd 96-gallon Green Waste Cart 2nd or more 64-gallon Food Waste Cart 3rd or more 96-gallon Recyclables Cart 3rd or more 96-gallon Green Waste Cart	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) Bulky Items, excess waste, or Green Waste (per visit to Collect all items)	Per request charge equal to 75% of Basic Service Total [#]
Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) and Temporary Bear-Cart Delivery for Excess Waste (Exhibit 3A3 B2) Each additional exchange/delivery	Per request charge equal to 50% of Basic Service Total [#]
Container Removal and Return, within previous 12 months (Exhibit 3A1 D3e) First removal and return (per set) Each additional removal and return (per set) Cleanup of Set-Out Site	100% of Basic Service Total [#] 125% of previous fee 100% of Basic Service Total [#]
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) Mandatory Minimum Service (Up to 15 feet) Full Service (Up to 50 feet) Extended Full Service First 50 feet Each 200 feet Unpaved Steep	5% of Basic Service Total [#] 50% of Basic Service Total [#] 50% of Basic Services Total [#] 50% of Basic Services Total [#] 10% of Basic Services Total [#] 10% of Basic Services Total [#]
Difficult to Service (Exhibit 3A1 O & Section 7A2c) Cost per Customer	If applicable to Service Area 25% of Basic Services Total [#]
Manure Service, per collection each week (Ex 3A D13) 64-gallon Cart 2-cubic yard Dumpster	\$ 90.00 \$ 250.00
Locking Cart (Exhibit 3A1 D14) 96-gallon Cart	\$ 35.00 (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) Monthly Cleaning Service, 1 Cart Monthly Cleaning Service, each additional Cart	\$ 27.50 \$ 9.25
Billing Fees (Section 7B) Late payment Interruption of service Returned checks	10% of past due amount 100% of Basic Services Total [#] 100% of Basic Services Total [#]

Task 1 Service Fees

South San Gabriel/Whittier Narrows

ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.5.3 Task 2 Service Fees
South San Gabriel/Whittier Narrows

**Task 2 Service Fees
South San Gabriel/Whittier Narrows**

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

Also, many quantities are estimates and actual Monthly Payment Rate will be based on actuals, not these estimates. Charts below contain several places with "Additional" services that are beyond what is expected. Note: There are 4.33 weeks per month.

2A. Abandoned Waste Weekly & As-Needed Collection (Exhibit 3A2 A and Section 7 C3a)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
Abandoned Waste Rate Per Ton				
0.30 Alley miles	\$ 62.5 /ton	x	3.0 tons	= \$187.50
45.0 Parkways, Sidewalks, & Streets miles				
Additional Abandoned Waste Rate Per Ton (up to 25% more tons)	\$ 75 /ton	x	1.0 tons	= \$75.00
Abandoned Waste Dry Runs				
After 4th, each month	\$ 75 /incident	x	1 incidents	= \$75.00
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A				\$337.50

2B. Abandoned Waste Monitoring in Hot Zones (Exhibit 3A2 A5 and Section 7 C3b)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
Monitoring All Hot Zone Locations				
5 locations	\$ 0.20 /foot (per da	x	50 feet x 4 days x 4.33 weeks	= \$173.20
Additional Hot Zones Monitoring (up to 25% more length)	\$ 0.20 /foot (per da	x	13 feet x 4 days x 4.33 weeks	= \$45.03
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B				\$218.23

2C. Public Receptacles (Exhibit 3A2 B and Section 7 C3c)				
Annual Services	Service Fee		Estimated Quantities	Monthly Rate
Standard or Solar Compactors				
(assume Collection twice per day, 6 days per week)	\$ 2.29 /receptacle (per Co		0 receptacles x 2 times x 6 days x 4.33 weeks	= \$0.00
Additional public receptacles (up to double the amount of receptacles)	\$ 2.09 /receptacle (per Co		20 receptacles x 2 times x 6 days x 4.33 weeks	= \$2,171.93
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C				\$2,171.93

2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3e)				
Annual Services	Service Fee	x	Estimated Quantities	= Monthly Rate
Homeless Related, not in containers				
Waste Collection surcharge	\$ 250.00 /area	x	4 load	= \$1,000.00
Occupied Encampments				
(per week)			(per month)	
Bags Collected	\$ 20.00 /bag		10 bags x 4.33	= \$866.00
Boxes (Refuse in bags from event box)	\$ 25.00 /box		5 box x 4.33	= \$541.25
Carts				
Delivery plus removal to/from area**	\$ 35.00 /area		5 areas x 4.33	= \$757.75
Collection & Disposal (96-gal)	\$ 30.00 /Collection		10 Collections x 4.33	= \$1,299.00
Collection & Disposal (32-gal)	\$ 30.00 /Collection	x	10 Collections x 4.33	= \$1,299.00
Overflowing Cart surcharge	\$ 22.50 /96 gal.		1 overflows x 4.33	= \$97.43
Contaminated Load surcharge	\$ 100.00 /Cart		1 Carts x 4.33	= \$433.00
Dumpsters				

Task 2 Service Fees

South San Gabriel/Whittier Narrows

ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.5.3 Task 2 Emergency Service Fees
South San Gabriel/Whittier Narrows

Delivery plus removal to/from area**	\$ 85.00 /area	2 areas x 4.33	=	\$736.10
Collection & Disposal (4 cu yds)	\$ 135.00 /Collection	5 Collections x 4.33	=	\$2,922.75
Overflowing Dumpster surcharge	\$ 135.00 /4 cu yds	5 overflows x 4.33	=	\$2,922.75
Contaminated Load surcharge	\$ 250.00 /Dumpster	1 Dumpster x 4.33	=	\$1,082.50
Roll Offs				
Delivery plus removal to/from area	\$ 150.00 /area	3 areas x 4.33	=	\$1,948.50
Collection & Disposal (10 cu yds)	\$ 550.00 /Collection	1 Collections x 4.33	=	\$2,381.50
Collection & Disposal (20 cu yds)	\$ 500.00 /Collection	1 Collections x 4.33	=	\$2,165.00
Collection & Disposal (40 cu yds)	\$ 525.00 /Collection	1 Collections x 4.33	=	\$2,273.25
Overflowing Dumpster surcharge	\$ 135.00 /4 cu yds	1 overflows x 4.33	=	\$584.55
Contaminated Load surcharge	\$ 250.00 /roll off	1 roll off x 4.33	=	\$1,082.50
Additional Cart or Dumpster Services	n/a	n/a	=*	\$1,000.00
TOTAL PROPOSED MONTHLY AMOUNT FOR 2D				\$25,392.83

* This amount is for the COUNTY's authorization and budget purposes. CONTRACTOR must be prepared to provide additional services in any of the above categories in this amount.

** Locations separated by more than 15 minutes shall be considered a separate area.

2E. Litter Collection (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g)				
Annual Services	Service Fee	x	Estimated Quantities	= Monthly Rate
Litter Rate Per Mile				
0.30 Alley miles	\$ 75.00 /mile		0.30 miles x 4.33	= \$97.43
Litter (As-Needed)				
Hours Spent	\$ 125.00 /hour		8 hours x 4.33	= \$4,330.00
Additional Litter (As-Needed) (up to 200% more hours)	\$ 135.00 /hour		16 hours x 4.33	= \$9,352.80
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E				\$13,780.23

Task 2 Emergency Service Fees South San Gabriel/Whittier Narrows

Services	Rate (billed to COUNTY)
Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1)	
Automated Collection Services and/or Bulky Items	Comparable Municipal Solid Waste fees
Solid Waste not in Containers (Exhibit 3A2 F2)	
Disposal	\$ 85.00 /ton and \$ 22.50 /cubic yard
Labor	\$ 135.00 /hour
Special Equipment	Reasonable negotiated fee
Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3)	
Roll-Off Containers or Drop-Off Events	Comparable Municipal Solid Waste fees
Palm Frond Collection (Exhibit 3A2 F4)	
Palm Frond Collection	\$ 135.00 /hour per Vehicle
Waste in Right-of-Way (Exhibit 3A2 F5)	
Waste in Right-of-Way Abandoned Waste Public Receptacles Homeless Encampments Human Waste Removal	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

Task 2 Service Fees

South San Gabriel/Whittier Narrows

Schedule of Prices
South San Gabriel/Whittier Narrows

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

TASK 1 - PROPOSED ANNUAL AMOUNT FOR TASK 1

	Estimated No. Customer		Monthly Unit Rate ^x	=	Monthly Service Fee Revenue	x	Months	=	Annual Service Fee Revenue
Example	3,059	x	\$20.00	=	\$61,180	x	12	=	\$ 734,160
Actual	2,105	x	\$36.15 ^{1.1a}	=	\$76,095.75	x	12	=	\$913,149.00 ^{1.1}
Example	Seven hundred thirty-four thousand, one hundred sixty dollars and zero cents.								
	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM ^{1.1}								
Actual	Nine hundred thirteen thousand one hundred forty nine dollars and zero cents.								
	WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM ^{1.1}								

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

	Monthly Customer Rate ^x		Franchise Fee	=	Monthly Customer Net Rate
Example	\$20.00	-	10%	=	\$ 18.00
Actual	\$36.15 ^{1.1a}	-	\$3.62	=	\$32.54
Example	Eighteen dollars and zero cents.				
	WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1				
Actual	Thirty two dollars and fifty four cents.				
	WRITTEN MONTHLY CUSTOMER NET RATE FOR TASK 1				

^x Also referred to as Basic Service Total

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		
\$337.50 ^{2.1a}	+	\$218.23 ^{2.1b}	+	\$2,171.93 ^{2.1c}	+	\$25,392.83 ^{2.1d}	+	\$13,780.23 ^{2.1e}	=	\$41,900.72 ^{2.1abcde}		
Monthly Amount for Tasks 2A+2B+2C+2D+2E									Period		Proposed Annual Amount for Task 2	
##### ^{2.1abcde}									x	12 months	=	\$502,808.64 ^{2.1}
Five hundred two thousand eight hundred and eight dollars and sixty four cents.												
WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.1												

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

Total Proposed Annual Amount for Task 1		Total Proposed Annual Amount for Task 2		TOTAL PROPOSED ANNUAL AMOUNT FOR Tasks 1 + 2
913,149.00 ^{1.1}	+	\$502,808.64 ^{2.1}	=	\$1,415,957.64
Total Proposed Annual Amount for tasks 1 and 2 (write out in full)				
One million four hundred fifteen nine hundred fifty seven dollars and sixty four cents.				

Legal Name of Proposer WARE DISPOSAL INC.		
NAME of Person Authorized to Submit Proposal JUDITH HELAINE WARE		
Signature of Person Authorized to Submit Proposal /JUDITH HELAINE WARE/		
Title of Authorized Person PRESIDENT		
Date ###	State Contractor's License Number CA 55393	License Type CA DOT
Proposer's Address 1035 EAST 4TH STREET, SANTA ANA, CALIFORNIA 92701 4750		
Phone 877 714 9273	E-Mail jay@waredisposal.com, jason@waredisposal.com	

Schedule of Prices

South San Gabriel/Whittier Narrows

**List of Facilities
South San Gabriel/Whittier Narrows**

List all facilities that will be utilized. Leave blank any categories below that will not be used, such as Disposal of Refuse (with food) or Disposal of Food Waste.

FACILITIES (Exhibit 3A1 F1, Exhibit 7 E, Exhibit 17 17)			
Check box if additional facilities are listed on a separate page <input type="checkbox"/>	Initial Facility	Initial Facility Rate per ton (at start of CONTRACT)	Final Facility
Disposal of Refuse (no food) (Exhibit 17 B17) • Primary Facility: • Backup Facility 1: • Backup Facility 2: • Backup Facility 3:	Grand Central T/S	\$76.00	_____
	UWS, Santa Fe Springs	\$75.00	_____
	Puente Hills MRF	\$92.04	_____
		\$ _____	_____
Disposal of Refuse (with food)(Exhibit 17 B17) • Primary Facility: • Backup Facility 1: • Backup Facility 2: • Backup Facility 3:	Grand Central T/S	\$76.00	refuse: _____ food: _____
	UWS, Santa Fe Springs	\$75.00	refuse: _____ food: _____
	Puente Hills MRF	\$92.04	refuse: _____ food: _____
		\$ _____	refuse: _____ food: _____
Disposal of Organic Waste (landscaping + food waste) • Primary Facility: • Backup Facility 1:	Grand Central T/S	\$87.00	_____
	UWS, Santa Fe Springs	\$79.00	_____
Disposal of Food Waste • Primary Facility: • Backup Facility 1:			_____

Disposal of Green Waste (landscaping only) • Primary Facility: • Backup Facility 1:	Grand Central T/S	\$87.00	_____
	Madison Materials	\$90.00	_____
Disposal of Recyclables • Primary Facility: • Backup Facility 1:	Grand Central T/S	\$52.50	_____
	Madison Materials	\$75.00	_____

NOTE: Any change of facility or rates requires notification and approval from Director.

Date of Submittal: 12 AUGUST 2024

South San Gabriel/Whittier Narrows

EXHIBIT 12-D2 – Liquidated Damages

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.

If CONTRACTOR does not timely submit the applicable information, documentation or complete Report or incorporate comments, additions and corrections made by Director within five days of receipt of those comments, additions, and corrections, it shall pay the liquidated damages in the table below.

As indicated in item D2c of Section 12, if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages. If there is a reoccurrence of the same Collection service issue at the same location or Occupant address, the corresponding amount of assessed liquidated damage may be increased by 25 percent of the previous assessment if the failures occurred within 3 months of each other. For example, a missed Collection at a home that is immediately cleaned up would be \$500 plus a \$3 credit the first time, \$625 plus a \$6.25 credit for another missed Collection the next week at that address, and \$781.25 plus \$7.81 credit for another miss the following month at the same address, according to S01 below.

No.	Description of Liquidated Damage	Amount
CUSTOMER SERVICE		
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 6D1.	\$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	\$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	\$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) or charging any Customer more than Customer Service Fees.	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Exhibit 5.	\$500 per incident
C07	Failure to schedule a special service, in accordance with item H of Exhibit 3A1.	\$1,000 per event
C08	Failure to hold/conduct a scheduled special service, in accordance with item H of Exhibit 3A1.	\$10,000 per event
CONTRACT LANGUAGE		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item J1 of Section 4.	\$75 per day

No.	Description of Liquidated Damage	Amount
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> • Customer and Occupant correspondence under item F of Section 4; • Publicity materials under item G1 of Section 4; • News releases and trade journal articles related to Solid Waste Collection services, under item G2 of Section 4; or • Customer and Occupant outreach materials under item L of Exhibit 3A1. 	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director. This includes Section 17 and Exhibit 17 Contractor Documentation.	\$300 per occurrence plus \$100 per day late
L04	Each failure to return Director calls/emails/texts or to timely meet with COUNTY in accordance with Section 4H.	\$100
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item L4b(4) of Exhibit 3A1.	\$200
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with item F of Section 1.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B and item K of Exhibit 3A1.	\$750 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	\$75 per day
REPORTING TO COUNTY		
R01	Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10.	\$100 per day
R02	Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17.	\$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17	\$300 per day
R04	Failure to report adverse information in accordance with item C of Section 10.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules and updates to maps and schedules in accordance with item B16 of Exhibit 17.	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Section 3C	\$100 per day per vehicle
R07	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	\$100 per week late
R08	Failure to Notify Director of service issues in accordance with item B2 of Exhibit 3A1 or item A3 of Section 4, such as one event of a truck breaking down and 25 customers not getting Refuse Cart Collected.	\$500 per event, not per customer
SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY		
S01	For each failure to Collect Solid Waste. See subcategories a-d below. Note that all allegations of missed Collections are considered accurate and true unless CONTRACTOR provides evidence to refute the claim.	See a-d below

No.	Description of Liquidated Damage	Amount
S01a	<p>Carts or Dumpsters (Refuse, Recyclables, Organic Waste) in accordance with Section 6D3 and item B of Exhibits 3A1 and 3A3 B.</p> <ul style="list-style-type: none"> • Example 1, at 1 home, the Recyclables and Green Cart are collected 2 days late, it would be: (\$250 x 2 Carts) + \$3 blue Cart + \$3 Green Cart = \$500 to COUNTY + \$6 credit to 1 home. • Example 2, for the same 25 homes the Recyclables Carts are not collected for 8 days, it would be: [week 1 miss=\$250 to COUNTY + \$3x25 credits] + [week 2 miss= 1.25 escalation x (\$250 to COUNTY)] • Example 3, for the same 25 homes the Recyclables Carts are not collected for 9 days, it would be: [week 1 miss=\$250 to COUNTY + \$3x25 credits] + [week 2 miss= 1.25 escalation x (\$250 to COUNTY + \$3x25 credits)] 	<p>For each missed Container, \$250 paid to COUNTY when Collected 1 calendar day late. Plus \$3 credit applied to each impacted Customer's account when Collected 2-6 calendar days late.</p>
S01b	<p>Bulky Items in accordance with Section 6D3 and item B of Exhibits 3A1 and 3A3 B.</p>	<p>For each missed Occupant, \$250 paid to COUNTY when Collected 1 calendar day late. Plus \$3 credit applied to each impacted Customer's account when Collected 2-6 calendar days late plus \$3 credit for each week later thereafter.</p>
S01c	<p>Public Receptacles in accordance with Section 6D3 and item B of Exhibits 3A1 and 3A3 B.</p>	<p>\$5 per Container, per Collection.</p>
S01d	<p>Alleys in accordance with Section 6D3 and item B of Exhibits 3A1 and 3A3 B.</p>	<p>For each missed Alley mile, \$105.60 (\$0.02 per foot).</p>
S02	<p>Failure to immediately clean up litter, spills or liquid leaks in accordance with Section 4A1, 4A2 or 4A3, respectively.</p>	<p>\$250 plus \$2 for each Customer that is adjacent to the leak per calendar day until cleaned.</p>
S03	<p>For each failure to prevent spills or liquid leaks in accordance with Section 4A2 and 4A3.</p>	<p>\$500 plus \$5 for each Customer that is adjacent to the leak.</p>
S04	<p>For each failure to equip a Collection Vehicle with signs in accordance with item E7 of Exhibit 3A1.</p>	<p>\$100 per week</p>
S05	<p>For each occurrence of excessive noise in accordance with item A4 of Section 4.</p>	<p>\$300</p>
S06	<p>Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.</p>	<p>\$1,000 per Vehicle-Occurrence</p>
S07	<p>For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.</p>	<p>\$500</p>
S08	<p>Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.</p>	<p>\$150 plus cost of repair</p>
S09	<p>Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item F of Exhibit 3A1.</p>	<p>\$500 per Vehicle</p>
S10	<p>For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B2 of Exhibit 3A1, without Director approval.</p>	<p>\$500 plus \$10 for each Container or Bulky Item Collected</p>

No.	Description of Liquidated Damage	Amount
S11	For each failure to timely provide, maintain, replace, or repair Container in accordance with item D of Exhibit 3A1.	\$10 per day, per Container
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	\$250
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A1.	\$50
S14	For each occurrence of commingling Refuse Cart, Recyclables Cart, or Green/Organic Waste Cart in the same Collection Vehicle, in accordance with item G2 of Exhibit 3A1.	\$1,000 per vehicle plus \$5 for each comingled Container
S14a	For each occurrence of commingling Organic Waste with Refuse or Recyclables, in accordance with item G2 of Exhibit 3A1 and in violation of SB 1383.	In addition to S14 above, 100% of any related fines or penalties from CalRecycle issues to COUNTY.
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	\$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	\$150
S17	For each failure to Collect Abandoned Waste on the Service Day or 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 item A5 of Exhibit 3A2.	\$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean), in accordance with item B of Exhibit 3A2.	\$50 per receptacle per missed Collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Section 3C.	\$100 per Vehicle per day
S21	Failure to remove graffiti and other markings from a Container within 7 days of observing it or having it reported to CONTRACTOR; 2 days for obscenities, in accordance with item D7 of Exhibit 3A1.	\$50 per Container per occurrence, per week
S22	For each failure to Collect Solid Waste during Annual Curbside Cleanup Events in accordance with item H2 of Exhibit 3A1.	\$1,000 per scheduled date plus \$100 per Occupant address, per calendar day not Collected.

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

CONTRACTOR
Initial Here: *gm*

COUNTY:
Initial Here: *gs*

Intentionally left blank

EXHIBIT 16 – Contract Service Area Information

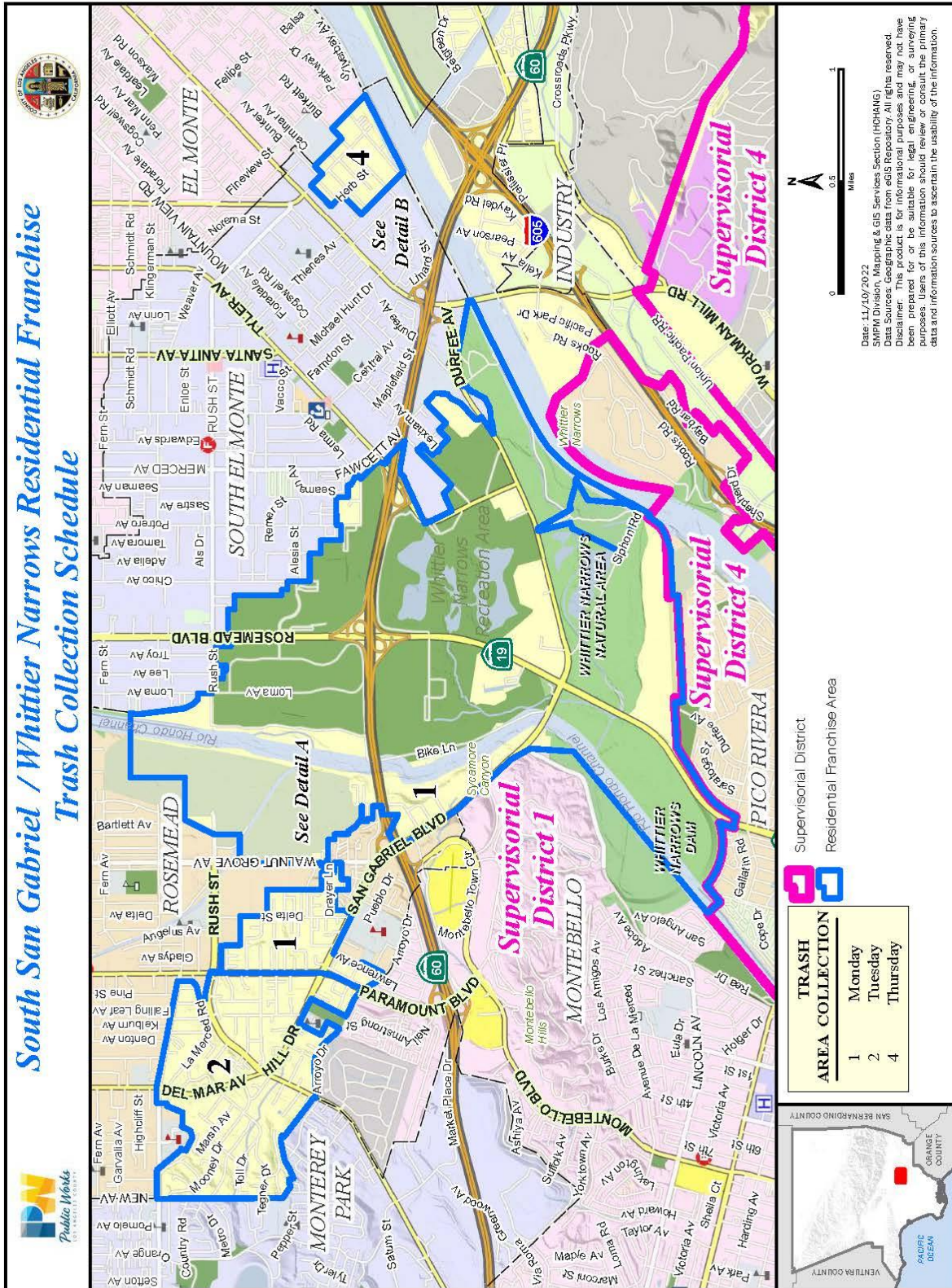
- A. Maps**

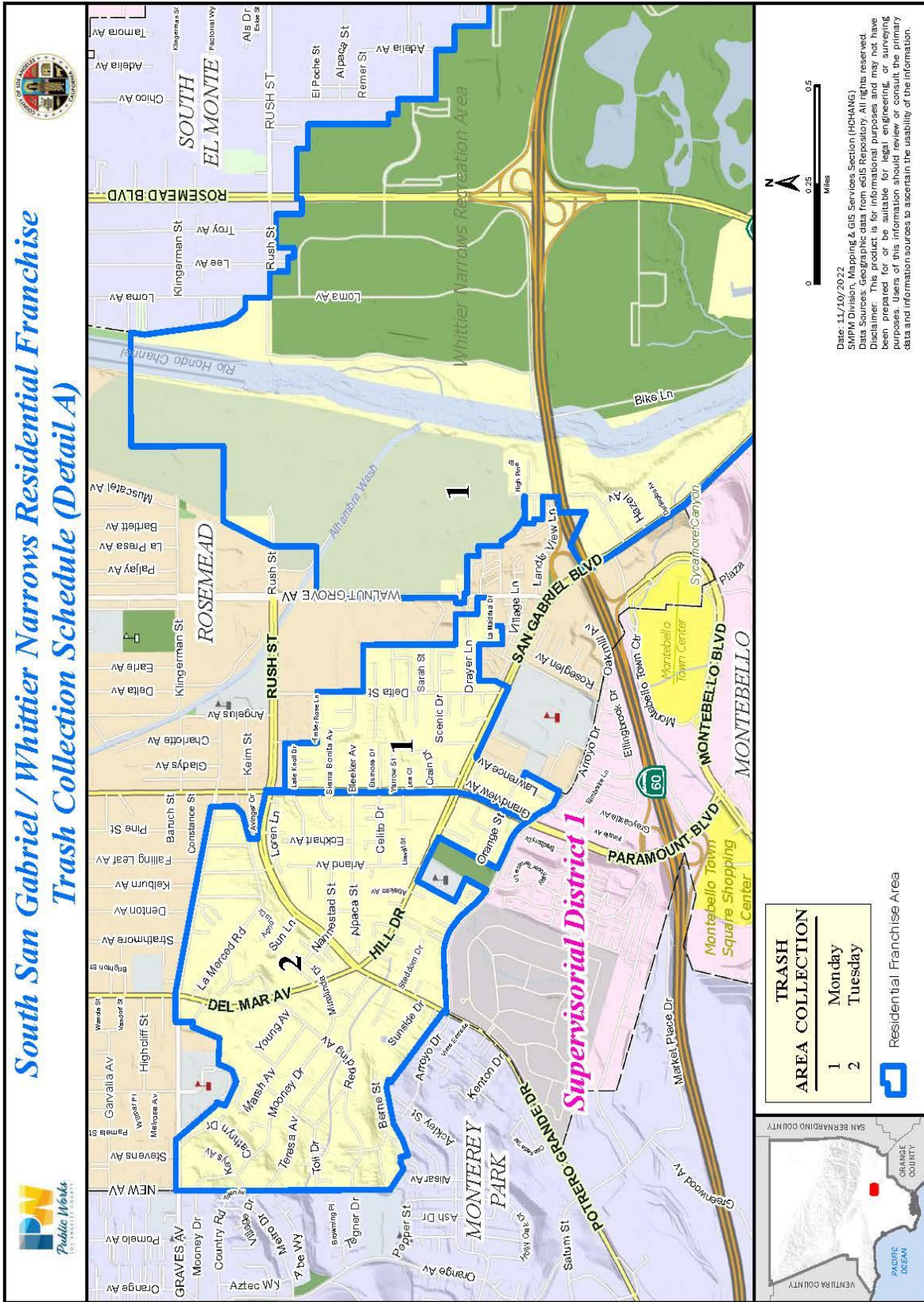
- B. Sample Graphics**

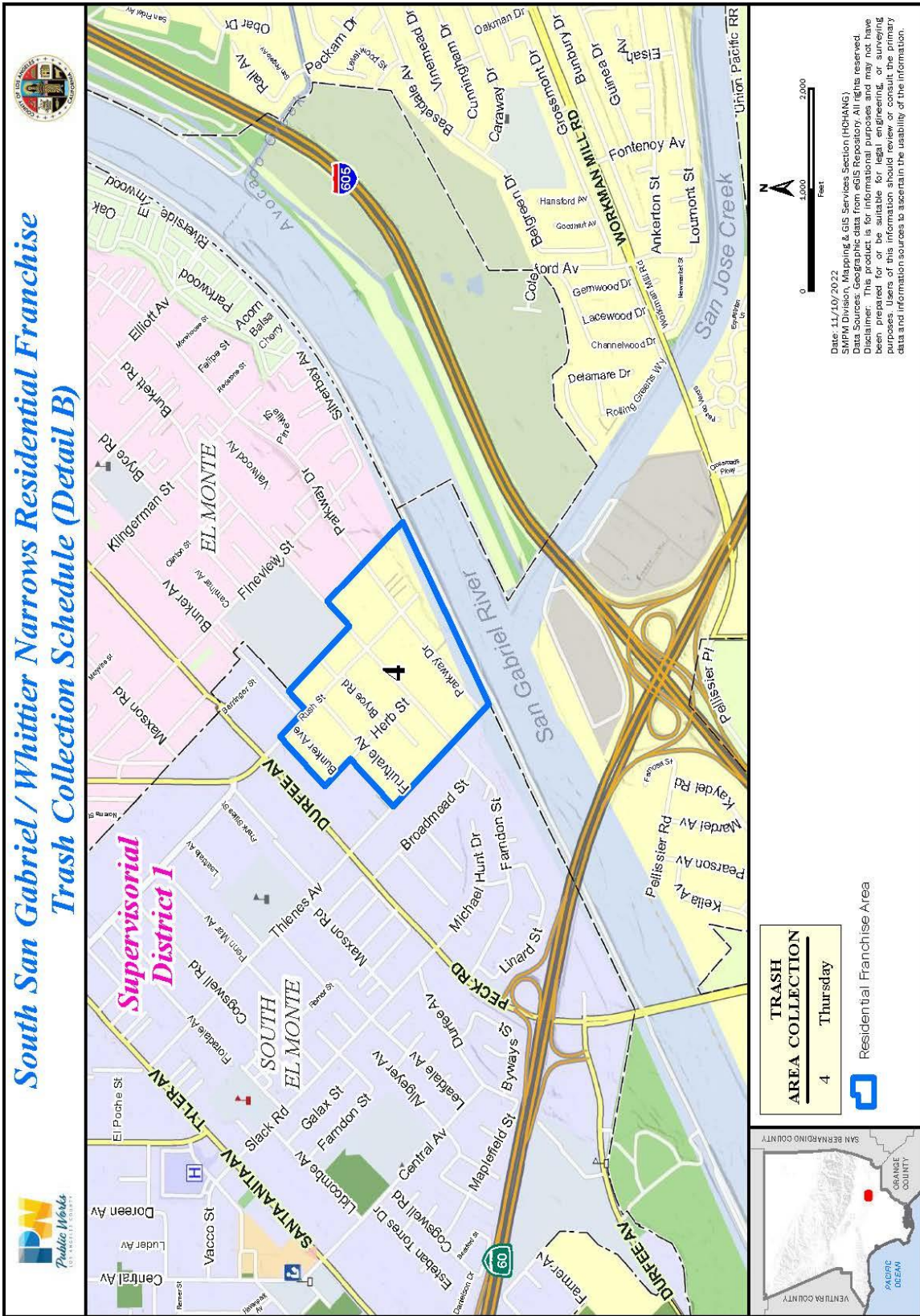
- C. Lists**

- D. Outreach**

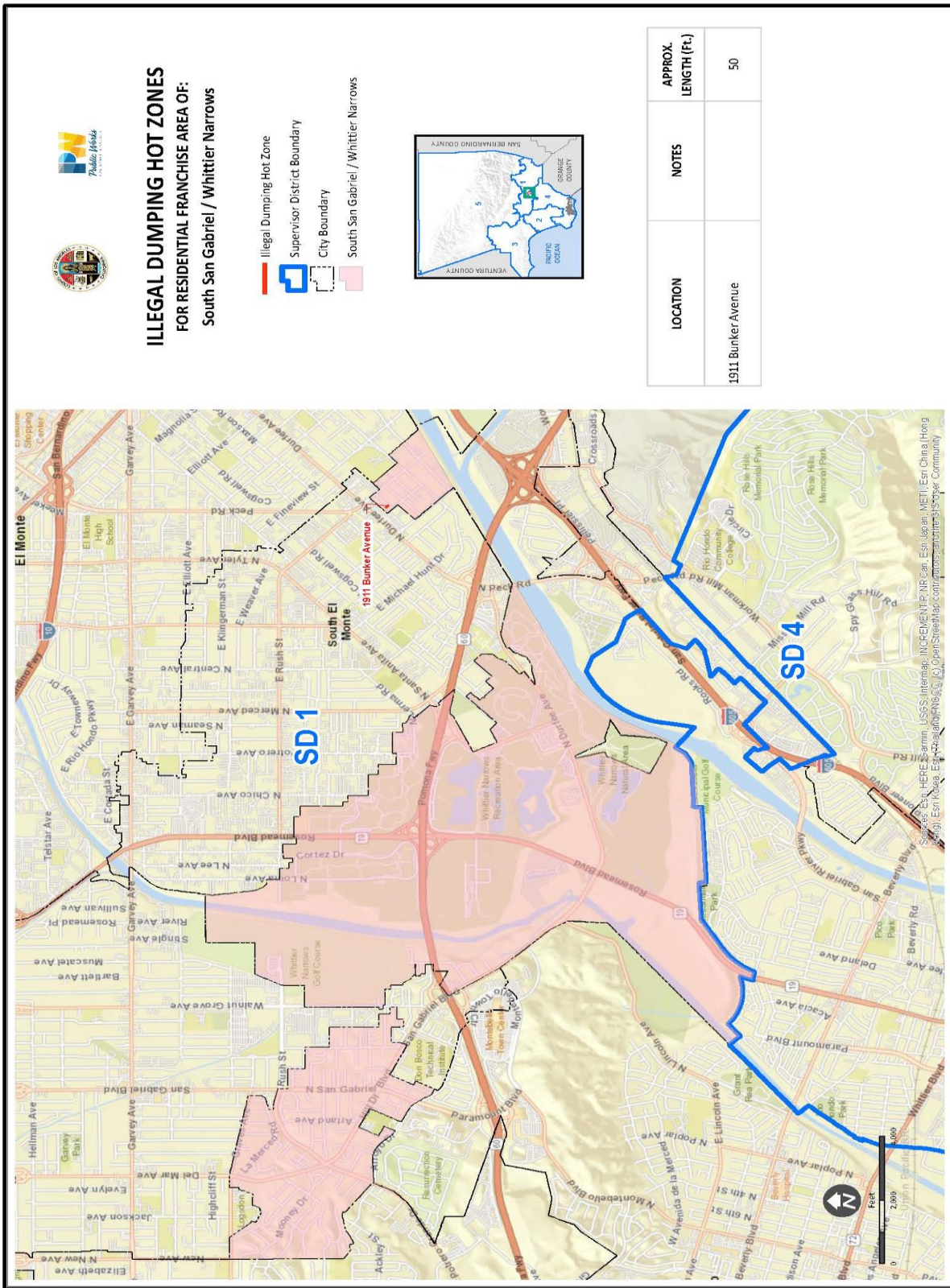
16.A.1 - Service Area and Collection Schedule (South San Gabriel/Whittier Narrows)







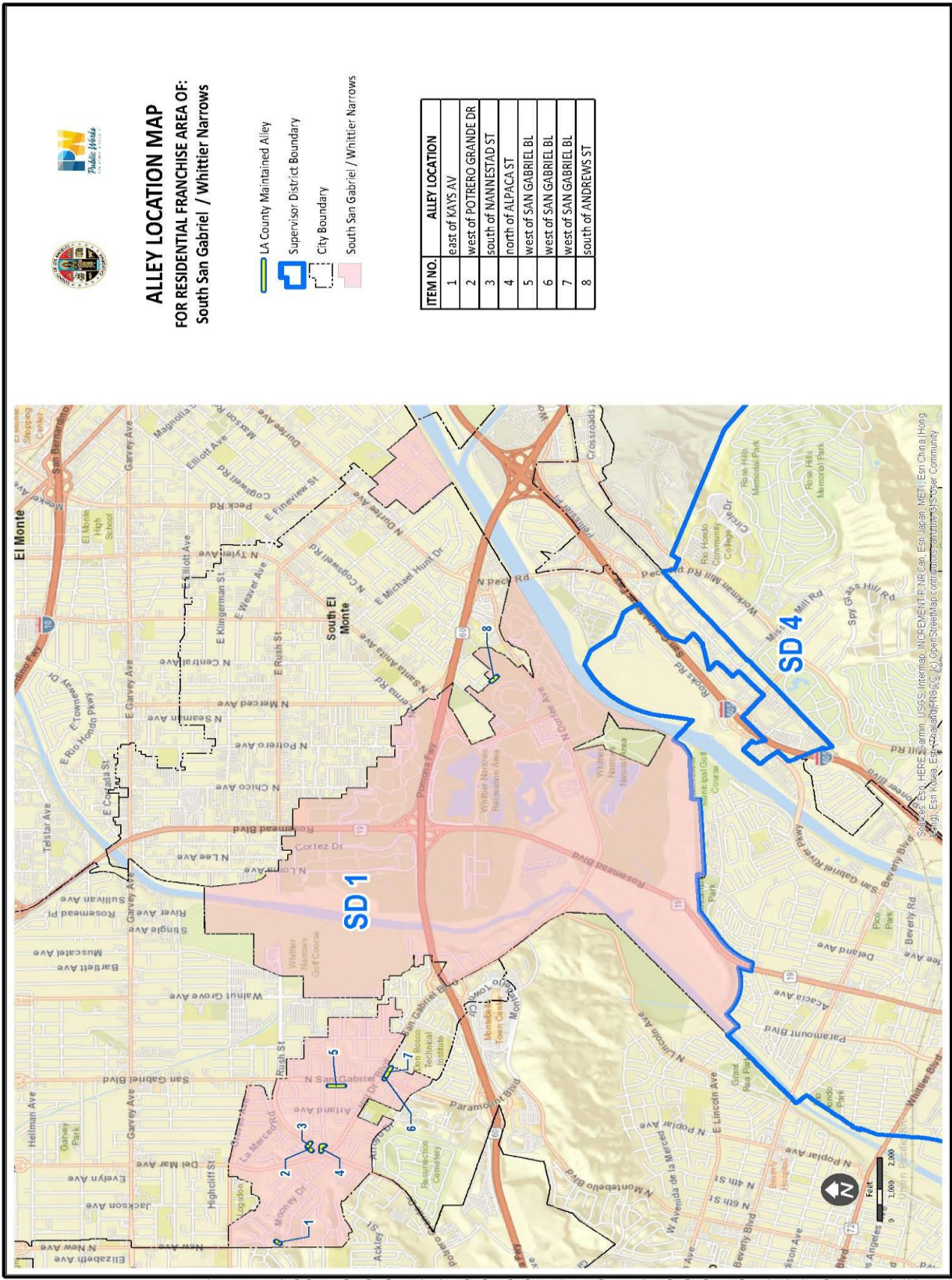
16.A.2 - Illegal Dumping Hot Zones (South San Gabriel/Whittier Narrows)



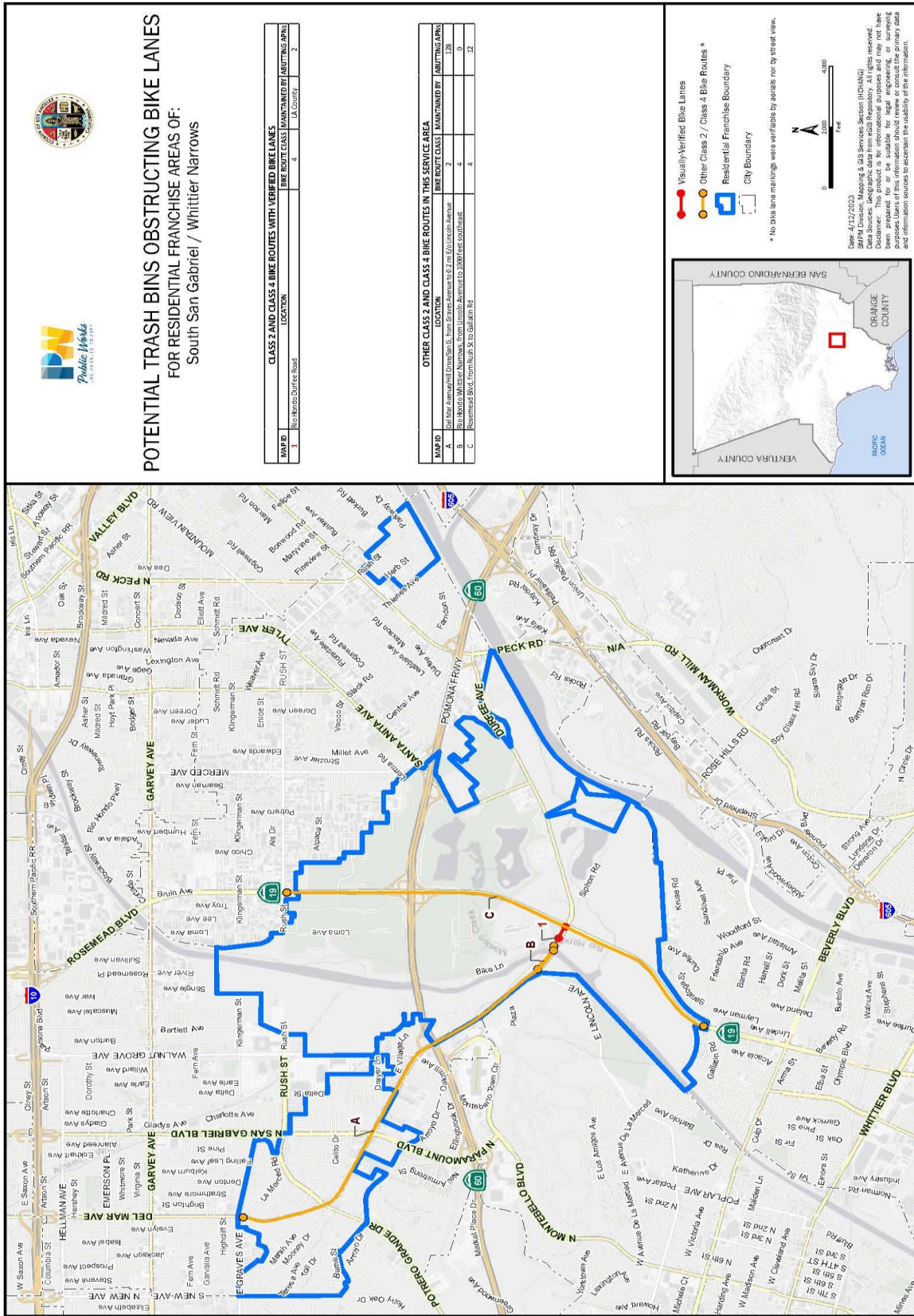
16.A.4 – Bear Zone Map (South San Gabriel/Whittier Narrows)

There are currently no bear zones in this area.

16.A.5 - Alleys (South San Gabriel/Whittier Narrows)



16.A.8 - Bike Lane Map (South San Gabriel/Whittier Narrows)



16.B.1 - Cart Lid Labels

ORGANIC WASTE ONLY / DESECHOS VERDES SOLAMENTE

<u>ACCEPTABLE</u>	<u>NOT ACCEPTABLE</u>	<u>ACEPTABLES</u>	<u>NO ACEPTABLES</u>
Leaves	Construction Debris	Hojas	Residuos de construcción
Grass Clippings	Garbage	Recortes de Césped	Basura
Branches	Palm Tree Trimmings	Ramas	Recortes de palmeras
Brush	Palm Fronds	Arbusto	Hojas de palmeras
Saw Dust	Cactus	Aserrín	Nopal
Tree Trimmings	Rocks	Resortes de árboles	Piedra
All food waste (Food waste will be accepted in plastic bags)	Plastic or Paper bags	Desperdicios de comida	Bolsas de plástico o papel
Food-soiled paper	Animal Waste	(Se aceptaran residuos de alimentos en bolsas de plástico)	Desechos de mascotas
	Manure	Servilletas de papel sucias	*Desechos peligrosos y Electrodomésticos
	*Hazardous and Electronic Waste		
*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.		*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.	
For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com		Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com	
To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016.		Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016.	

RECYCLABLES ONLY / RECICLABLES SOLAMENTE

<u>ACCEPTABLE</u>	<u>NOT ACCEPTABLE</u>	<u>ACEPTABLES</u>	<u>NO ACEPTABLES</u>
Paper	Garbage	Papel	Basura
Aluminum	Fluids	Aluminio	Líquidos
Metal	Batteries	Metal	Baterías
Cardboard	Diapers	Cartón	Pañales
Plastic Bottles	Green Waste	Borrallas de plástico	Desechos verdes
Glass	Styrofoam	Vidrio	Espuma de poliestireno
	*Hazardous and Electronic Waste		*Desechos peligrosos y Electrodomésticos
*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.		*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.	
For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com		Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com	
To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016		Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016	

TRASH ONLY / BASURA SOLAMENTE

<u>ACCEPTABLE</u>	<u>NOT ACCEPTABLE</u>	<u>ACEPTABLES</u>	<u>NO ACEPTABLES</u>
Palm Fronds	Green Waste	Hojas de palmeras	Desechos verdes
Household Waste	Recyclables		Reciclables
	Concrete		Concreto
	Construction Debris		Residuos de construcción
	*Hazardous and Electronic Waste		*Desechos peligrosos y Electrodomésticos
	Food Waste		Desechos de comida
*Antifreeze, Household Cleaners, Motor Oil, Paint Thinner, Paints; latex or oil-based, Televisions, Monitors, etc.		*Anticongelante, Limpiadores del hogar, Aceite de motor, Diluyente de pintura, Pinturas de látex o en base de aceite, televisores, monitores, etc.	
For more information about disposing these materials contact: 1 (888) CLEAN LA or CleanLA.com		Para más información acerca de la eliminación de estos materiales llame al: 1 (888) CLEAN LA o CleanLA.com	
To Request Replacement and/or Additional Cart(s) contact Universal Waste Systems 1-800 631-7016		Para solicitar reemplazo de, y / o carritos adicionales, comuníquese con Universal Waste Systems 1-800 631-7016	

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

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

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

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

16.B.3 - Vehicle Billboards

TOGETHER WE CAN MAKE A DIFFERENCE



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



16.C.1 - Street and Alley Miles

Franchise	Street Miles	Alley Miles
South San Gabriel/Whittier Narrows	45.00	0.30

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

16.C.5 - Customer Information (South San Gabriel/Whittier Narrows)

Name of Residential Franchise Area	Number of Customers	Number of Containers of Each Size					
		Number of Refuse Carts			Number of Recyclables Carts		
		96-Gallon	64-Gallon	36-Gallon	96-Gallon	64-Gallon	36-Gallon
South San Gabriel/Whittier Narrows	2,105	2,284	10	11	2,086	8	9

Name of Residential Franchise Area	Number of Containers of Each Size					
	Number of Green Waste Carts			Number of Manure Carts		
	96-Gallon	64-Gallon	36-Gallon	96-Gallon	64-Gallon	36-Gallon
South San Gabriel/Whittier Narrows	2,088	4	3	0	0	0

Name of Residential Franchise Area	Customers with Senior Discount	Extra Services				Extra Containers		
		Number of Customers Subscribed to Hard-to-Service	Number of Customers Subscribed to Roll-Out Service	Number of Customers Subscribed to Bear Carts	Number of Customers Subscribed to Manure Service	Number of Customers with 1 Extra Refuse Cart	Number of Customers with 1 Extra Recyclables Cart	Number of Customers with 1 Extra Green Cart
		South San Gabriel/Whittier Narrows	115	0	18	0	0	206

Parcel Counts and Number of Customers South San Gabriel/Whittier Narrows		
Land Classification	Parcel Count	Reported Number of Customers
Single Family	2,498	
2 Units	167	
Condominiums		
3 Units	35	
4 Units	19	
5 + Units		
Commercial		
Institutions		
Vacant Land		
Total	2,719	2,105

16.C.7 – Tonnages

Name of Residential Franchise Area	Solid Waste (in tons) Collected in 2020			Solid Waste (in tons) Collected in 2021			Solid Waste (in tons) Collected in 2022			Annual Clean-Up Tonnage		Abandoned Waste Tonnage (in tons)		
	Refuse	Recyclables	Green Waste	Refuse	Recyclables	Green Waste	Refuse	Recyclables	Green/Organic Waste	2021	2022	2020	2021	2022
South San Gabriel/Whittier Narrows	4,469	291	463	3,296	186	354	3,645	377	339	4	5	3	12	15

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

16.D.1 County and Contractor Letters

County Letter

(County Letterhead)

XXXX XX, 2017

Dear Property Owner/Tenant:

TRASH COLLECTION SERVICE FOR (NAME OF SERVICE AREA)

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

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

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

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

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

Very truly yours,

GAIL FARBER
Director of Public Works

STEVEN E. MILEWSKI
Senior Civil Engineer
Environmental Programs Division

CW:



County of Los Angeles Department of Public Works

(NAME OF SERVICE AREA)
TRASH COLLECTION FRANCHISE



When will the new franchise waste collection services begin?

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

Who will be my new waste hauler?

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

How was the new waste hauler selected?

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

What will my new rate be under the new agreement?

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

What if I have questions?

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

What service features are included in the basic rate?

All (NAME OF NEW WASTE HAULER) customers receive:

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

Contractor Letter

(Waste Hauler Letterhead)

Dear Customer:

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

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

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

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

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

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

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

Sincerely,
(NAME OF NEW WASTE HAULER)

16.D.2 Non-Collection Notice

Hauler Logo

NON-COLLECTION NOTICE

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

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

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

16.D.3 Terms and Conditions

TERMS AND CONDITIONS

What We Will Collect. We will collect residential refuse, green waste, and recyclables in carts we provide, within one week of your requesting services. You must place refuse, recyclable materials, and organics in the appropriate carts. Materials placed outside of carts will not be picked up unless previous arrangements have been made.

When Carts are Allowed at Set-Out Site. Carts must only be placed at the set-out site for collection within the hours 6:00 p.m. on the day before scheduled collection and 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

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

When We Will Collect. We will make collections once a week between the hours of 6:00 a.m. to 6:00 p.m. on the same day of the week (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

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

Where We Will Pick Up. On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and 18 inches apart from each other. Handles and wheels must be facing the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

How to Request Replacement for Stolen Carts. We will replace stolen carts within 7 days of customer's request. Carts will be replaced without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee.

How to Receive Roll-Out Service. We can bring your carts out to the pickup point, at no additional charge, for residential customers who certify they are not able-bodied or are elderly (over the age of 62) and have no able-bodied person residing in their household. Roll-out service will be provided to these customers during their weekly collection of trash, recyclable materials, and organics, as well as during the annual curbside clean-up event, holiday tree pick-ups, and additional on-call pickups. These services are also available to any other customer upon request at the charge listed on the rate sheet. We will ask you to sign a waiver of damage liability and/or indemnification prior to providing this service.

How to Change to Different Sized Carts. If you have space restrictions at your container storage or set-out site, you may request alternatives to 96 gallon carts, in the same aggregate capacity, free of charge.

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

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

Annual Curbside Clean-Up Event. We will conduct a Clean-Up Event once per year wherein we will collect unlimited amounts of bulky items, excess solid waste, up to 2 passenger car or pickup truck tires, and certain electronic devices free of charge. We will collect construction and demolition debris only if they are in up to two bags, containers, or bundles each weighing 70 pounds. Notification containing details of the Annual Clean-Up Event will be sent to customers at least two weeks in advance.

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

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

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

On-Call Pickups of Bulky Items. We will collect bulky items set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Bulky items will be picked up at no additional charge up to 4 times per year with a maximum of 10 items per pickup. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items) and construction and demolition debris in up to two 70-pound containers.

Additional On-Call Pickups of Bulky Items. We will collect bulky items, in excess of four times per year, on your next regularly scheduled pickup day, at the charges listed on your rate sheet, if you call us at least 24 hours in advance.

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

When You Must Pay. Residents are billed for services three months in advance. We mail you your bill on or after the first day of your billing period, for example, on April 1 for the billing period of April, May, and June. Your bill is due no later than the last day of the first month, for example, on April 30. If we do not receive payment by the last day of the second month, for example, on May 31, your bill will become delinquent and an additional 10% fee will be added to the balance. We may terminate your service if you do not timely pay your service fees. There will be a charge of \$25.00 for interruption of service and a \$25.00 fee on returned checks.

Customer Termination Rights and Right to Self-Haul. You may terminate service without cause at any time by giving us 21-day notice. You also have the right to self-haul your waste instead of subscribing to our service.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at 1-888-XXX-XXXX between 7am and 5pm weekdays, except holidays and from 7am to 12pm on Saturday. You may come to our office located at (WASTE HAULER ADDRESS) or you may mail correspondence to our office address. If we do not satisfactorily resolve any complaint, you may call the County at 1-888-CLEAN LA (or 253-2652).

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

16.D.4 - Service Brochure

What Can Go in the Green Cart?

YES! : ALL FOOD SCRAPS

Vegetables, Fruits, Meat, Eggs and Shells, Coffee Grounds, Bread, Cheese Pasta, and All Food and Yard Waste

NO! : Recyclables, Trash, Compostable Plastic, Hazardous Waste, Oil, Gloves, Stickers, Ties, Food Packaging and All Non-Food Items



South Bay Residential Franchise Universal Waste Systems Inc.



Universal Waste System Inc. (UWS) was awarded a franchise agreement with the Los Angeles County Public Works for the unincorporated communities in the South Bay. UWS is committed to a smooth transition for our customers. The information contained in this pamphlet should answer any questions that you may have. If you have any additional questions, we can be reached at (800) 631-7016.

UWS is a comprehensive municipal solid waste and recycling company providing service to thousands of satisfied residential and commercial customers throughout Southern California. UWS is quickly approaching its 27-year anniversary. UWS remains true to its roots, operating in the tradition of providing excellent services at honest prices. UWS is also family based, with three generations of the Blackburn family currently operating and managing the company.

UWS is equipped with a wide range of physical resources and inventory sufficient to satisfy all service obligations. UWS currently operates five locations throughout Southern California, utilizing top performing clean-fuel collection vehicles that set the standard for safety, appearance and environmental compliance.

UWS provides a broad range of residential, commercial and industrial waste and recycling service. We are here to assist you with all of your waste and recycling needs. We look forward to offering you the highest quality of solid waste and recycling services at a competitive price.

"Large enough to service your disposal needs, yet small enough to care"



HOW MANY CARTS WILL I GET AND WHEN?

Each household will receive three carts. The GRAY cart is to be used for trash. The BLUE cart is to be used for recyclable material and the GREEN cart is to be used for green waste and FOOD WASTE. Additional carts are available upon request for an additional charge. If you require a smaller container due to access or physical limitations UWS will be happy to replace your containers upon request. To order additional containers or smaller containers please contact customer service.

Standard household family services include:

- Once-a-week automated trash, recycling, and green waste collection service
- One 96 gallon refuse cart per residence
- One 96 gallon green waste / food waste cart per residence
- One 96 gallon commingled recyclables cart per residence
- Free Holiday Tree Collection Services
- Annual curbside clean-up events (including certain electronic devices)
- Annual Mulch and Compost Give Away
- Free SHARPS program to qualifying residents
- Used Clothing Collection Events
- Alternative to 96 gallon containers – upon request, if you have space limitations, you may receive either 64 or 32 gallon containers
- Roll-out service – upon request, for qualifying elderly and disabled customers
- Bulky Item and Electronic Waste Collection FOUR times per year including excess trash and landscaping.

**UWS will collect bulky items and electronic waste on your collection day. To ensure a timely removal and receive set out instructions UWS requests that you contact customer service and inform them of the items that are being placed out. Customer service can be reached at (800) 631-7016.

WILL MY COLLECTION DAY CHANGE?

No, please continue to place your carts out on your current collection day.

WHERE DO I SET MY CARTS OUT FOR COLLECTION?

Carts should be positioned in the edge of the street, against the curb. The handle of the cart should face your house. When your carts are delivered, they will be placed at the best location for pickup. After collection, roll your carts to a safe storage location. Do not leave the cart at the curb where it may be stolen or damaged.

WHEN DO I SET MY CARTS OUT?

Carts should be set out for collection by 6 a.m. on your collection day. You may set your cart out the night before to ensure your cart is picked up, but no earlier than 5 p.m. After collection, you should remove your cart from the curb and store it in a convenient place near your house. The container should be removed from the curb by 8 p.m. the day of collection. IF YOUR GARBAGE PICKUP IS MISSED, call us at (800) 631-7016, and we will return to pick it up the same day if you call before 12 p.m., or on the next business day if you call after 3 p.m.

WHAT ABOUT BULKY ITEMS THAT WON'T FIT IN THE CART?

The cart belongs to Universal Waste Systems Inc, and we expect residents to take reasonable care of this property. It must not be painted, mutilated, altered or modified in any way. If the collection truck damages or destroys your cart, it will be replaced at no cost to you. If the responsibility for the damage of a cart cannot be determined, Universal Waste Systems Inc. will replace it at our expense.

WHAT IF MY CART IS DAMAGED OR STOLEN?

The cart belongs to Universal Waste Systems Inc, and we expect residents to take reasonable care of this property. It must not be painted, mutilated, altered or modified in any way. If the collection truck damages or destroys your cart, it will be replaced at no cost to you. If the responsibility for the damage of a cart cannot be determined, Universal Waste Systems Inc. will replace it at our expense.



CART DELIVERY

- New containers were delivered on August 22 - 26, 2022
- All residents should have received a minimum of three (3) 96 gallon containers (gray, blue and green). UWS will deliver additional containers according to the customer list received by the existing hauler. If after receiving your containers you need to change your service level, please call UWS customer service.

Additional carts are available to residents upon request. UWS will be in town in requests October 1, 2022.

- If your old carts are not picked up please call Athens Services at (888) 336-8100.

UWS Customer Service can be reached Monday through Friday 8 a.m. - 5 p.m. Saturday 8 a.m. - 12 p.m.

(800) 631-7016

Holiday Schedule

UWS observes the following holidays:

- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Christmas
- New Years

When the holiday falls on a weekday, collection for the remainder of the week will be delayed by one day.



GRAY



BLUE



GREEN

- Bamboo
- Ragged pet waste & litter
- Broken glass
- Broken dishes
- Ceramic
- Cereal liners
- Chip bags
- Disposable diapers
- Drycleaner bags
- Egg cartons (Styrofoam)
- Empty motor oil & antifreeze container
- Frozen food boxes
- Incandescent & halogen light bulbs only (no fluorescent tubes or bulbs)
- Garden Hoses
- Lavasive plants
- Ivy
- Juice cartons and boxes
- Milk cartons
- Mini-blinds
- Mirrors
- Palm Fronds
- Pet waste
- Plastic Bags
- Plastic bakery trays
- Stretch wrap
- Styrofoam & packing peanuts
- Tissue paper (Kleenex, etc.)
- Toys (plastic)
- Take-out containers
- Wax & plastic-coated card-board
- Window glass
- No Food Waste

- Aluminum trays, plates
- Beach bottles (#2 plastic)
- Brown paper bags
- Cans (metal food and drink cans)
- Cardboard boxes (corrugated)
- Catalogues
- Cereal boxes (without liners)
- Cigarette packages
- Computer paper
- Cream bottles
- Detergent boxes (laundry)
- Dish soap bottles (#2 plastic)
- Glass bottles, jars & lids
- Juice bottles (#1 plastic)
- Egg cartons (paper)
- Envelopes
- Gift wrap (non-metallic)
- Glass bottles, jars & lids
- Juice bottles (#1 plastic)
- Junk mail
- Newspapers and fliers
- Office paper
- Paint cans (empty)
- Paper towel tubes
- Photocopy paper
- Pizza boxes (clean)
- Plastic containers
- Prescription bottles (empty)
- Salad dressing bottles (glass)
- Shampoo bottles (#1 & #2)
- Slow boxes
- Telephone books
- Tissue boxes
- Toilet paper tubes
- Tub containers (#1 - #7)
- Water jugs

- Food waste and landscaping waste will now both be placed in your GREEN container.
- For more information, please see the back of this flyer.
- Branch
- Flower cuttings
- Flowers
- Garden trimmings
- Grass
- Hay
- House plants
- Lawn clippings
- Leaves
- Pruning
- Shrubbery
- Straw
- Tree Twigs (less than 4 ft long and 4 inches in diameter)
- Weeds
- Wood Chips
- Yard Waste
- Branches (less than 4 ft long and 4 inches in diameter)
- No Rocks or Dirt

16.D.5 - Rate Sheet

(WASTE HAULER LOGO)

Rate Sheet

XXXX 1, XXXX

To Our Valued (NAME OF SERVICE AREA) Customer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form L

FORM L

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



Waste Hauler Name: Contract Type: Reporting Period:
Waste Hauler Address: Residential Franchise Area / Garbage Disposal District Name: Contact Person:
Phone No.:

Table with columns: Site Address (Street Number, Street Address, Zip Code), Date of Call (MM/DD/YYYY), Time of Call (HH:MM), Account Number, Customer Name, Phone Number, Nature of Call (Check Box, Label, Show), Issue/Complaint, Call Taken By, Date of Resolution Taken (MM/DD/YYYY), Resolution Taken.

Required Field
C - Required field for Commercial Trash Collection Franchise Waste Hauler only.
I - Required field - Use Codes for Nature of Call: A - Billing Inquiries and Disputes, B - Complaints, C - Property Damage, D - E-Waste Removal Request, E - General Info, F - Bulky Items Removal Request, G - Collections, Missed Collections, and Related Issues, H - Container Related, I - Message from Driver/Supervisor, J - Service Cancellation/Termination Issues
NOTE: Examples for General Info include service related requests such as for sharp containers, roll-out service, etc. Examples for Message from Driver/Supervisor include calls regarding discrepancies about a bulky item pick up scheduled and driver did not see any bulky items when arriving at the scene.
DPW FORM L 05/2014

Form T

FORM T



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

Hauling Company Name: _____

Reporting Period (Month / Year): _____

Facility Address: _____

Phone No.: (_____) _____

Signature: _____

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

EXHIBIT 17 – Contractor Documentation

All documentation listed below is to be attached to CONTRACT as Exhibit 17. Use of Director provided templates is required where applicable.

A. Notice to Director Required

1. CONTRACTOR's Permit and Permit Application

Include all Permits required by County Code (such as a waste collector Permit from County Department of Public Health) or other Applicable Law. Including Green Waste Quarantine Zone Agreement with CDFA.

2. No Longer Used

3. Container Specifications

Include Container capacity options, color, manufacturer's orders and invoices, label content and placement (item D of Exhibit 3A1).

4. Vehicle Specifications

Include vehicle identification number, model, make, year, purchase order (if applicable) and fuel type.

5. Subcontractors

Include Subcontractors' names, the amount of Goods or Services less than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests; but excluding Director-approved Subcontractors (Part 9M of Exhibit 5).

6. Office Address

See Section 6A and Section 6B1, Contractor Office Hours.

B. Director Consent Required

1. Form of Non-Collection Notice (Section 4C)

Include any Green Waste exclusions.

2. Waiver of Liability

Include form of any waiver of liability (Section 4B1) and form of any Indemnification (Part 4 of Exhibit 5)

3. Terms and Conditions Summary (item L1 of Exhibit 3A1)

4. **Unpermitted Waste Screening Protocol (Section 13)**

5. **Acknowledgment**

Receipt of fact sheets relating to form of Nonemployee Injury Report (Part 4B6 of Exhibit 5) and Safely Surrendered Baby Law (Part 12B2 of Exhibit 5).

6. **Insurance and Performance Assurance (Part 4 of Exhibit 5 and Section 15)**

7. **Internal Revenue Service Notice 1015 (Part 12B1 of Exhibit 5)**

8. **CONTRACTOR's EEO Certification (Part 12D3 of Exhibit 5)**

9. **No longer used**

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

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

12. **No longer used**

13. **Director-Approved Subcontractors**

Include Subcontractors' names, the amount of Goods or Services more than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests (Part 9M of Exhibit 5).

14. **Backup Service Plan (Section 11C)**

15. **Key Personnel (Section 4J)**

With contact information (name, address, Office and mobile phone numbers, e-mail address)

a. ALL CONTRACTOR MANAGERS (see definition of "Contractor Manager" in Attachment 5-10A)

b. AUTHORIZED REPRESENTATIVE OF CONTRACTOR (Part 9H of Exhibit 5)

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

16. **Route Maps**

Route maps are to indicate all starting and ending points.

17. **Solid Waste Facilities**

Designated by CONTRACTOR (item F of Exhibit 3A1) prior to the start of the CONTRACT and notify Director prior to any change of facility or Notify Director within CONTRACTOR being notified by the facility of a change in the rate at a facility, including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected;
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample Reports;
- Reasons for changing the facility designation in the future;
- Rate charged per ton of waste, and
- Ultimate destination of Refuse and Green Waste when there is an initial facility, such as a transfer station.

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

CONTRACTOR may designate a new facility that has higher fees than the prior facility, but it may not pass increased costs to its Customers or the COUNTY by increasing the Service Fee. The Service Fee will not be adjusted to compensate CONTRACTOR if costs at the new facility are greater than those at the prior facility. Item E of Exhibit 7 is not applicable.

18. Additional CONTRACTOR Commitments

Those made in its proposal for procurement of this CONTRACT (item M of Exhibit 3A1).

19. Transition Roll-Out Plan (item K of Exhibit 3A1)

20. Difficult to Service Occupants (Item O of Exhibit 3A1)

CONTRACTOR must explain to Director:

- Why CONTRACTOR proposes changes Service Specifications for an address on Director's difficult-to-service list under Item O of Exhibit 3A1, and
- What changes CONTRACTOR will make for alternative Collection, such as different Collection Vehicle or manual Collection.

21. Movement of Green Waste

CONTRACTOR shall comply with all Applicable Laws regarding transportation of Green Waste, including the California Department of Food and Agriculture's (CDFA's) regulations that quarantine certain types of Green Waste and restrict

its movement. See the following website for more information: (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>).

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

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

22. RNG Alternative Procurement Plan

CONTRACTOR shall assist the COUNTY in meeting the procurement obligation for SB 1383's Procurement of Recovered Organic Waste Products. CONTRACTOR shall ensure recovered Organic Waste products are made from California, as defined in 14 CCR Section 18982(a)(60). CONTRACTOR must follow and utilize the approved plan for the Procurement of Recovered Organic Waste Products as submitted in accordance with item C3a of Section 3.

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

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

CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to COUNTY upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10 Reports. CONTRACTOR will be exempt from this requirement if fuel equivalency used for CONTRACTOR's Collection Vehicles exceeds 75 percent electric. If CONTRACTOR's fuel equivalency used exceeds 75 percent electric, then CONTRACTOR's remaining non-electric fuel usage shall be SB 1383 eligible RNG.

CONTRACTOR may propose an alternative procurement plan, as listed in item J4 of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the RNG equivalent of 25 percent total fuel usage and the requirements of SB 1383, Article 12, Section 18993.1(h). Implementation of such plan is subject to COUNTY approval.

**EXCLUSIVE FRANCHISE CONTRACT FOR
THE AREAS OF SOUTH SAN GABRIEL/WHITTIER NARROWS
EXHIBIT 17 – CONTRACTOR DOCUMENTATION
A. NOTICE TO DIRECTOR REQUIRED
SIGNATURE PAGES 1 OF 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
A.1 Contractor's Permit and Permit Application	12	<i>ju</i>	gs
A.2 Intentionally Omitted	1	<i>ju</i>	gs
A.3 Container Specifications	14	<i>ju</i>	gs
A.4 Vehicle Specifications	14	<i>ju</i>	gs
A.5 Subcontractors	2	<i>ju</i>	gs
A.6 Office Address	2	<i>ju</i>	gs

Yelva E. Swan

DIRECTOR

6/23/25

DATE

Judith Nune

CONTRACTOR


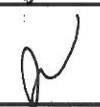


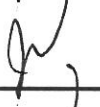
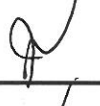
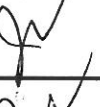
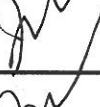

6/11/25

DATE

**EXCLUSIVE FRANCHISE CONTRACT FOR
THE AREAS OF SOUTH SAN GABRIEL/WHITTIER NARROWS
EXHIBIT 17 – CONTRACTOR DOCUMENTATION
B. DIRECTOR CONSENT REQUIRED
SIGNATURE PAGES 2 OF 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
B.1 Form of Non-Collectible Notice	2	<i>gs</i>	gs
B.2 Waiver of Liability	2	<i>gs</i>	gs
B.3 Terms and Conditions Summary	5	<i>gs</i>	gs
B.4 Un-Permitted Waste Screening and Reporting	4	<i>gs</i>	gs
B.5 Acknowledgment	2	<i>gs</i>	gs
B.6 Insurance and Performance Assurance	40	<i>gs</i>	gs
B.7 Internal Revenue Service Notice 1015	2	<i>gs</i>	gs
B.8 Contractor's EEO Certification	2	<i>gs</i>	gs
B.9 Intentionally Omitted	1	<i>gs</i>	gs
B.10 Sharps Collection	2	<i>gs</i>	gs
B.11 Mulch and Compost Giveaway Program	2	<i>gs</i>	gs
B.12 Intentionally Omitted	1	<i>gs</i>	gs
B.13 Director-Approved Subcontractors	2	<i>gs</i>	gs

**EXCLUSIVE FRANCHISE CONTRACT FOR
THE AREAS OF SOUTH SAN GABRIEL/WHITTIER NARROWS
EXHIBIT 17 – CONTRACTOR DOCUMENTATION
C. DIRECTOR CONSENT REQUIRED
SIGNATURE PAGES 3 OF 3**

B.14 Backup Service Plan	3		gs
B.15 Key Personnel	3		gs
B.16 Route Maps	6		gs
B.17 Facilities and Solid Waste Facilities	16		gs
B.18 Additional Contractor Commitments	2		gs
B.19 Transition Roll-Out Plan	3		gs
B.20 Difficult To Service Occupants	2		gs
B.21 Movement of Green Waste	5		gs
B.22 RNG/Procurement Plan	3		gs



DIRECTOR

6/23/25

DATE



CONTRACTOR

6/11/25

DATE

Exhibit 17-Contractor Documentation




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

This item consists of 12 pages (including this page).

Section A.1: Contractor's Permit

Enclosed, please find the following Ware Disposal Inc. permits, as required.

- Ware Disposal Inc. County of Los Angeles Waste Collector Permit from the Los Angeles County Department of Health Services. The current Waste Collector Permit is operational for calendar year 2025 (PR0157340);
- Ware Disposal Inc. California Integrated Waste Management Board Covered E-Waste & Recycling permit for calendar year 2025 (TPID #116831);
- Ware Disposal Inc. California Integrated Waste Management Board Waste Tire Hauler permit for calendar year 2025 (TPID #1600133);
- Ware Disposal Inc. Department of Toxic Substances Control EPA Number as a hazardous waste generator/handler (CAL000347005)
- Ware Disposal Inc. California Department of Food and Agriculture Permit/Compliance Agreement for transporting green waste (30-GWCD-02).

		THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES	
		Public Health Permit Valid Until 12/31/2025	
PR Number:	PR0157340		
Program ID:	WARE DISPOSAL INC.		
Description:	SWF - WASTE COLLECTOR YARD FEE		
Facility Owner - Mail Address		Facility Location	
WARE DISPOSAL INC. P.O. BOX 1318 SANTA ANA, CA 92702		WARE DISPOSAL, INC. 1451 MANHATTAN AVE FULLERTON, CA 92831	
		SWA	



Organization Details: Ware Disposal, Inc. (CEWID: 116831)

[New Search](#)

Current Status: Active
Approved As: Collector
Application Last Approved: 9/5/2017
Renewal Application Due: 6/7/2019
Contact: [Jay Ware \(Jay@wardisposal.com\)](mailto:Jay.Ware@wardisposal.com)
Phone: (714) 664-0677

Signatories:
Jason Rush
Jay Ware

Physical Address:
1451 Manhattan Avenue
Fullerton, CA 92631

Mailing Address:
P.O. Box 1318
Santa Ana, CA 92702-1318

Collector Status	Started	Ended
Active	9/5/2017	

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

Disclaimer: The California Department of Resources Recycling and Recovery (CalRecycle) is dedicated to providing timely and accurate information so waste can be managed in accordance with all applicable laws and policies. Due to the rapidly evolving nature of laws and policies pertaining to the management of electronic product discards, CalRecycle cannot guarantee that organizations listed as resources within this Web site are in full compliance with applicable rules. CalRecycle conducts ongoing efforts to determine the scope of these organizations' services; however, these may change without CalRecycle's knowledge. The inclusion or exclusion of an organization from these lists does not constitute an endorsement of that organization's regulatory status or environmental performance. For additional information about the management of discarded electronic products, please refer to material management standards administered by the Department of Toxic Substances Control.

Last Updated: Data updated continuously.
Electronic Discards, <http://www.calrecycle.ca.gov/Electronics/>
ewaste@calrecycle.ca.gov (916) 341-6269

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[CalRecycle Home](#) » [Waste Tire Management](#) » [Facilities](#) » [Search](#) » Ware Disposal Company, Inc. (TWIC)

Facility Detail: Ware Disposal Company, Inc. (TWIC)

[New Search](#)

Site Detail

Parent Organization Role

Hauler - Registered

Site Number/TPID

1600133: Hauler Main Site

Site Address

1451 Manhattan Ave
Fullerton, CA 92831-5221
(714) 664-0159

Current Site Roles

Generator - Yes
Site Status - Active

Site Contact

Jay Ware

Site Name

Ware Disposal Company, Inc. (TWIC)

Accepting Tires from Public

No



<https://www2.calrecycle.ca.gov/Tires/Facilities/Search/Details/58428>

1/2

CalEnviroScreen 4.0 Results

Census Tract: 6059011602 (Population: 5314)

The results for each indicator range from 0-100 and represent the percentile ranking of census tract 6059011602 relative to other census tracts.

Overall Percentiles

CalEnviroScreen:	88
Pollution Burden:	100
Population Characteristics:	54

Environmental Effects

Cleanup Sites:	100
Groundwater Threats:	98
Hazardous Waste:	100
Solid Waste:	95

NAICS Codes

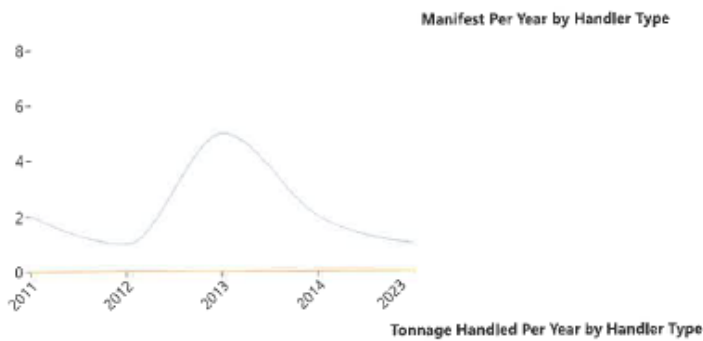
484110	General Freight Trucking, Local
56292	Materials Recovery Facilities

Annual ID Number Verification History

Year	Status	Method	VQ Number (eVQ)	Completion Date	Signed By
2025	COMPLETE	eVQ	202528490	2/10/2025	JAY WARE
2024	COMPLETE	eVQ	202428490	8/20/2024	JAY WARE
2023	COMPLETE	eVQ	202328490	8/9/2023	JAY WARE
2022	COMPLETE	eVQ	202228490	7/28/2022	JAY WARE
2021	COMPLETE	eVQ	202128490	8/2/2021	JAY WARE
2020	COMPLETE	eVQ	202028490	7/13/2020	JAY WARE
2019	COMPLETE	eVQ	201928490	8/19/2019	JAY WARE
2018	COMPLETE	eVQ	201828490	10/8/2018	JAY WARE
2017	COMPLETE	eVQ	201728490	7/10/2017	JAY WARE
2016	COMPLETE	eVQ	201628490	9/14/2016	JAY WARE

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Manifests







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 Linda S. Adams Secretary for Environmental Protection	Department of Toxic Substances Control Maziar Movassaghi, Acting Director 1001 T Street P.O. Box 806 Sacramento, California 95812-0806	 Arnold Schwarzenegger Governor
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ATTN: JAY WARE WARE DISPOSAL INC. P.O. BOX 8089 NEWPORT BEACH CA 92658	EPA ID Number Issued: October 07, 2009 Location Address: 1451 MANHATTAN AVE FULLERTON CA 9283152
---	---

PERMANENT RECORD - DO NOT DESTROY
YOUR CALIFORNIA EPA IDENTIFICATION NUMBER IS:

CAL000347005


This is to acknowledge that a permanent California Environmental Protection Agency Identification (EPA ID) Number has been assigned to your place of business.

An EPA ID Number is assigned to a person or business at a specific site. It is only valid for the location and person or business to which it was assigned. If your business has multiple generation sites, each site must have its own unique number. If you stop handling hazardous waste, move your business, change ownership, change mailing address, or change the type or amount of waste you handle, you must notify the Department of Toxic Substances Control immediately. If your business has moved, your EPA ID Number must be canceled. A new number must be obtained for your new location if you continue to generate hazardous waste.

This EPA ID Number must be used for all manifesting, record keeping, and reporting requirements. Please retain this notice in your files.

Department of Toxic Substances Control
Hazardous Waste Management Program
Generator Information Services Section
Telephone: (916) 255-1136 or California Only Toll-free Number: (800) 618-6942

Operator's Initials: jrhodos
version: July 2006

 Printed on Recycled Paper

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
 COOPERATIVE ACP AND HLB QUARANTINE PROGRAM
 COMPLIANCE AGREEMENT (Rev. 10/2023)



**COOPERATIVE CITRUS QUARANTINE PROGRAM
 COMPLIANCE AGREEMENT for the use with MASTER PERMITS QC 1289 and 1337
 [Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]**

Provisions for the Intrastate Movement of **GREEN WASTE**
 From a State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (3 CCR 3435)
- Huanglongbing (3 CCR 3439)
- Sweet Orange Scab (3 CCR 3443)

Los Angeles County Agricultural Commissioner's Office
 Street Address: 403 W Ave 33
 Los Angeles, CA 90031
 Phone: (323) 576 - 2762
 Contact: Stephanie Fragoso

Compliance Agreement Number: 30-GWCD-02

Establishment Name:	Ware Disposal Inc.		
Owner / Manager Name:	Jay Ware		
Mailing Address:	PO Box 1318	City:	Santa Ana Zip: 92702 1318
Physical Address:	1035 East 4th Street	City:	Santa Ana Zip: 92701 4750
Phone:	(877) 714 - 9273	E-Mail:	jason@waredisposal.com
Cross Street:	4th and Grand Avenue	Lat/Long:	33.74861, -117.855

Program:

The Los Angeles County Agricultural Commissioner, the California Department of Food and Agriculture (CDFA), and the United States Department of Agriculture (USDA), cooperating as the Citrus Quarantine Program.

Business/Establishment:

Establishment Name (subsequently referred to as "Establishment"):

Ware Disposal Inc.

BACKGROUND:

The pests known as Asian citrus psyllid (ACP), huanglongbing (HLB), and sweet orange scab (SOS) present a real and ongoing threat to the agricultural industry, environment, and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of ACP, HLB, and SOS from established areas to new locations. The Citrus Quarantine Program is a cooperative effort between public entities that are responsible for mitigating the movement of citrus pests from regulated areas where the pest is established

to new locations. The list of regulated articles and commodities can be found here:
<http://phpps.cdfa.ca.gov/PE/InteriorExclusion/pdf/acpexhibitr.pdf>.

AGREEMENT:

A. The Citrus Quarantine Program, hereafter referred to as the Program, will permit your establishment to self-execute the ACP, HLB, and SOS quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

Check all that apply:

<input type="checkbox"/>	Exhibit GW1	Biomass/Cogeneration
<input type="checkbox"/>	Exhibit GW2	Composter
<input type="checkbox"/>	Exhibit GW3	Landfill
<input checked="" type="checkbox"/>	Exhibit GW4	Hauler/Transporter
<input type="checkbox"/>	Exhibit GW5	Transfer Station


B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the ACP and HLB quarantine requirements;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days' notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the way the Establishment sells, handles, or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of <u>Los Angeles</u> in the State of California on <u>03</u> / <u>26</u> / <u>2025</u>	
Establishment Manager/Owner	Program Officer
Print Name: Jay Ware	Print Name: Stephanie Fragoso
Signature: 	Signature: <i>Stephanie Fragoso</i>

to new locations. The list of regulated articles and commodities can be found here:
<http://phpps.cdfa.ca.gov/PE/InteriorExclusion/pdf/acpexhibit1.pdf>.

AGREEMENT:


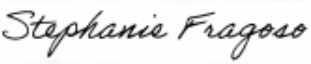
A. The Citrus Quarantine Program, hereafter referred to as the Program, will permit your establishment to self-execute the ACP, HLB, and SOS quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

Check all that apply:

<input type="checkbox"/>	Exhibit GW1	Biomass/Cogeneration
<input type="checkbox"/>	Exhibit GW2	Composter
<input type="checkbox"/>	Exhibit GW3	Landfill
<input checked="" type="checkbox"/>	Exhibit GW4	Hauler/Transporter
<input type="checkbox"/>	Exhibit GW5	Transfer Station

- B.** In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:
1. Handle, process, and/or move regulated articles in accordance with the ACP and HLB quarantine requirements;
 2. Follow the Program's instructions regarding the use of all permits and certificates;
 3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims.
- C.** This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days' notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).
- D.** Establishment assumes liability, if any, arising from the way the Establishment sells, handles, or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of <u>Los Angeles</u> in the State of California on <u>03</u> / <u>26</u> / <u>2025</u>	
Establishment Manager/Owner	Program Officer
Print Name: Jay Ware	Print Name: Stephanie Fragoso
Signature: 	Signature: 

regulated item. The movement of 'compost' is not regulated, and it may be moved within or from any quarantine area.

B. For each of the quarantines checked above, the Establishment agrees to:

1. Establishments Under Compliance

Only transport regulated green waste out of a quarantine area to a biomass/cogeneration facility, composter, landfill, transfer station, or other CDFA or CAC approved receiver operating under a compliance agreement.

2. Safeguarded Conveyance

- a. Transport green waste in a fully enclosed vehicle or trailer, or
- b. Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

3. Evidence of Compliance

Place and maintain a copy of the compliance agreement and this exhibit in each transport vehicle.

4. Trailer Cleaning

Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.

5. Direct Route

Transport green waste from origin to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.

6. Spill Notification

Notify the local CAC of a green waste spill as soon as possible, but no later than 24 hours after a spill.

SPECIAL INSTRUCTIONS:

Jay Ware

Printed Name (Owner/Manager)



Signature of Establishment

26 March 2025

Date

Failure to comply with any stipulation outlined above may result in civil penalties pursuant to California Food and Agricultural Code section 5705 and/or revocation of this agreement.

Exhibit 17-Contractor Documentation

Item A.2 – INTENTIONALLY OMMITTED

This item consists of 1 page (including this page).

Exhibit 17-Contractor Documentation

Item A.3 – CONTAINER SPECIFICATIONS

This item consists of 14 pages (including this page).

Cart Listing:

On Hand*:
2,250 Black 96 gallon CARTS (as of 07/01/25)
2,250 Blue 96 gallon CARTS (as of 07/01/25)
2,250 Green 96 gallon CARTS (as of 07/01/25)

*On hand for distribution to South San Gabriel commencing 1 November 2025. These carts currently exist in the South Whittier franchise and will transition over to the South San Gabriel franchise on 1 November 2025.

On Reserve**:
250 black 96 gallon
250 blue 96 gallon
250 green 96 gallon
100 black 64 gallon
100 blue 64 gallon
100 green 64 gallon
100 black 32 gallon
100 blue 32 gallon
100 green 32 gallon

**On reserve for cart exchanges, etc.

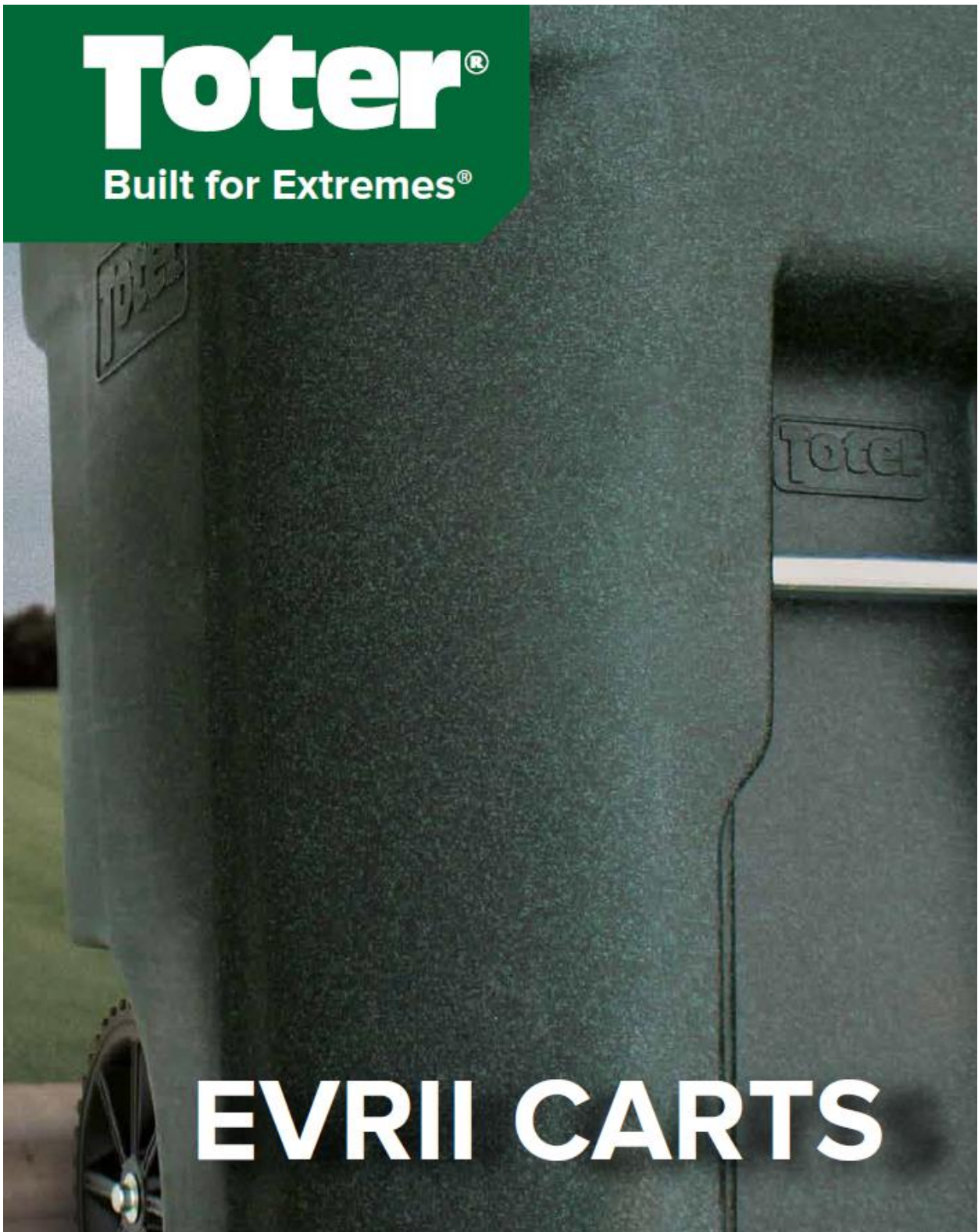
In Reserves:

Ware Disposal Inc. has on hand and on reserve the number carts specified above for this franchise area.

Below, please find the letter of understanding between Ware Disposal Inc. and Universal Waste Systems Inc. for use of their existing carts for the period of 1 July 2025 through 31 October 2025. Effective 1 November 2025, Ware Disposal Inc. will collect Universal Waste Systems Inc. carts while distributing Ware Disposal Inc. carts to the South San Gabriel residential franchise.

Toter®

Built for Extremes®



EVRII CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

Think Tough.



Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike Injection molded carts
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant - they flex, but don't break.





Toter carts are easy to tilt and roll to the curb.

Built for Extremes!

EXTREME PURPOSE

Toter carts are designed and built for function, with craftsman-like attention to detail. With ideal handle height, rugged wheels, and best-in-class ergonomics, maneuvering is a breeze, even when completely full.

EXTREME STABILITY

Stable and steady, Toter carts can easily stand up to wind as well as the day-to-day abuse of curbside collection. And they won't fall over when they're returned to the curb after dumping.

Committed to SUSTAINABILITY

In 2020, Wastequip (Toter's parent company) introduced its Corporate Responsibility program (CORE). As part of this program, Toter has committed to **reducing the amount of virgin resin used in our entire cart manufacturing operation by 25%**. This commitment, known as **Project25**, will help reduce Toter's carbon footprint by at least 9% per cart.*



To achieve the commitments outlined in **Project25**, **Toter will incorporate post-consumer (PCR) and post-industrial (PIR) sources of recycled material for our most popular colors**. Additionally, Toter will offer material traceability so customers will know the amount PCR and PIR used in their order.



Of course, no matter how much recycled content goes in, or how much virgin resin we keep out, all of our carts offer the legendary Toter toughness and durability, which is a critical component in helping decrease a cart's carbon footprint.

With **Project25**, Toter continues to be a leader in the industry in the manufacture of carts that are more sustainable without sacrificing construction quality or color selection.

Find out more about our LCA and **Project25**, and how to help reduce the carbon footprint of your carts at [toter.com](https://www.toter.com).

* In 2020, Wastequip commissioned Resource Recycling Systems to conduct an ISO 14044 compliant life cycle assessment (LCA) with critical review that evaluated the cradle to grave carbon footprint of a Toter cart. The LCA estimated that 62% of a Toter cart's environmental footprint comes from resin.

CART FEATURES



Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.

Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Rugged wheels make maneuvering a breeze – even when completely full.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.



INDUSTRY-LEADING
Toter
★12-YEAR★
BODY WARRANTY



MADE WITH RECYCLED MATERIALS
100% RECYCLABLE

OPTIONS

- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection
- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



**96-gallon EVRII
Universal / Nestable**
Part Number:
 79296
Size (l x w x h)
 35-1/2" X 29-3/4" X 43-1/2"
Load Rating
 335 lbs/151.9 kg
Wheel Diameter
 10"



**35-gallon EVRII
Universal**
Part Number:
 79235
Size (l x w x h)
 23-3/4" X 19-3/4" X 38-1/4"
Load Rating
 122 lbs/55 kg
Wheel Diameter
 10"



**64-gallon EVRII
Universal / Nestable**
Part Number:
 79264
Size (l x w x h)
 31-1/2" x 24-1/4" x 41-3/4"
Load Rating
 224 lbs/101.6 kg
Wheel Diameter
 10"



**32-gallon EVRII
Universal / Nestable**
Part Number:
 79232
Size (l x w x h)
 24" x 19-3/4" x 37-1/2"
Load Rating
 112 lbs/50.8 kg
Wheel Diameter
 8"



**48-gallon EVRII
Universal / Nestable**
Part Number:
 79248
Size (l x w x h)
 28-3/4" x 23-1/2" x 37-1/2"
Load Rating
 168 lbs/76.3 kg
Wheel Diameter
 10"



**21 & 24-gallon EVRII
Universal****
Part Number:
 79221 & 79224*
Size (l x w x h)
 23-1/2" X 19-3/4" X 34-1/2"
Load Rating
 21 gal- 73.5 lbs/33.4 kg
 24 gal- 84.0 lbs/38.1 kg
Wheel Diameter
 10"



**16-gallon EVRII
Universal / Nestable****
Part Number:
 79216
Size (l x w x h)
 24" x 19-3/4" x 37.25"
Load Rating
 56 lbs / 25 kg
Wheel Diameter
 10"

* Does not nest when fully assembled.

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Toter organics carts are leak-resistant with a fully enclosed stop bar journal under normal usage.

Available in 21-, 32-, 48-gallon sizes



EXCEEDS ANSI STANDARD
 Independently tested to withstand 6-1/4 lbs per gallon.

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

OPTIONAL FEATURES:
 Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Available at an additional charge

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVRII Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.

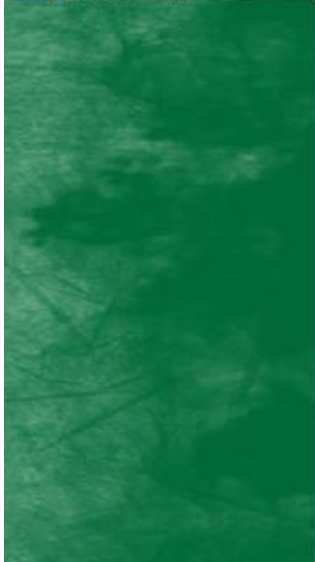


Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).



STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVRII Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.



Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.


The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.


- Superior toughness and durability
- Single-piece product design
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish



SOUTH SAN GABRIEL			
TRASH			
NOT ACCEPTABLE		NO SE ACEPTAN	
<ul style="list-style-type: none"> ✓ Concrete ✓ Dirt ✓ Large Appliances ✓ Yard Waste 	<ul style="list-style-type: none"> ✓ Construction Debris ✓ Furniture ✓ Recyclables ✓ Hazardous Waste 	<ul style="list-style-type: none"> ✓ Concreto ✓ Tierra y Piedras ✓ Artefactos Eléctricos Voluminosos ✓ Desechos de Palo y Jardines 	<ul style="list-style-type: none"> ✓ Residuos De Construcción ✓ Muebles ✓ Reciclables Desechos Peligrosos
<p>THE FOLLOWING HOUSEHOLD HAZARDOUS WASTE MATERIALS ARE NOT ACCEPTABLE (antifreeze, household cleaners, motor oil, paint thinner, paints latex or oil based.</p>		<p>DESECHOS PELIGROSOS DOMÉSTICOS INCLUYE TODO LO CLASIFICADO COMO TOXICO, FLAMABLE O IRRITANTE (anticongelantes, líquidos par limpieza domestica, aceite de automóviles, diluyente de pintura, pinturas, látex y base de aceite</p>	
<p>FOR MORE INFORMATION ABOUT HOW TO DISPOSE OF HOUSEHOLD HAZARDOUS WASTE MATERIAL CALL - 1-800-993-5844</p>		<p>PARA MAS INFORMACIÓN DE DESECHOOS DOMÉSTICOS PELIGROSOS POR FAVOR LLAME A 1-800-993-5844</p>	
<p>To request replacement and/or additional container(s) – Contact Ware Disposal Co Inc – 877-714-WARE (9273)</p> <p>County Of Los Angeles Department Of Public Works Monday – Thursday 7:00a.m. to 5:30 p.m. 1-800-993-5844</p>		<p>Para reemplazar y/o pedir bota(s) adicionales llama a Ware Disposal Co Inc. – 877-714-WARE (9273)</p> <p>Condado de Los Ángeles Departamento de Trabajos Públicos Lunes – Jueves 7:00a.m. a 5:30 p.m. – 1-800-993-5844</p>	

SOUTH SAN GABRIEL			
RECYCLABLES			
ACCEPTABLE		NOT ACCEPTABLE	
<ul style="list-style-type: none"> ✓ Aluminum & Tin Cans ✓ Aluminum Foil ✓ All Glass Bottles & Jars ✓ Clear, Colored & White Plastic Containers ✓ Newspapers ✓ Mixed Paper ✓ Junk Mail ✓ White Ledger Paper ✓ Corrugated Cardboard ✓ Magazines ✓ Cereal Boxes (With Liners Removed ✓ Telephone Books ✓ Plastic Bags ✓ Plastic Milk Containers ✓ All Plastics Labeled 1 & 2 	<ul style="list-style-type: none"> ✓ Scrap Metal ✓ Window Or Safety Glass ✓ Mirrors ✓ Light Bulbs ✓ Styrofoam ✓ Wax Paper ✓ Ceramics ✓ Clothing ✓ Drinking Glasses ✓ Plastic Wrap ✓ Food Waste ✓ Disposable Diapers 	<ul style="list-style-type: none"> ✓ Botes De Aluminio Y Lata ✓ Papel Aluminio ✓ Todas Las Botella Y Frascos De Vidrio ✓ Los Recipientes De Plástico De Color Charros, De Colores Y Blancos ✓ Periódicos ✓ Todo Tipo De Papel ✓ Correo De Propagandas ✓ Revistas ✓ Papel Blanco ✓ Cartón Corrugado ✓ Cajas De Cereal (Sin Los Forros) ✓ Directorios Telefónicas ✓ Bolsas De Plástico ✓ Botellas De Leche ✓ Todas Los Plásticos Clasificados 1 Y 2 	<ul style="list-style-type: none"> ✓ Desechos De Metal ✓ Vidrio De Ventana O Seguridad ✓ Espejos ✓ Focos ✓ Plástico Esponjoso ✓ Papel Encerado ✓ Ropa ✓ Cerámica ✓ Vasos De Beber ✓ Envoltura Plástico ✓ Sobras De Comida ✓ Pañales Para Tirar

<p>(1) Place all RECYCALBLES in the BLUE container. (2) Place the container on the curb with the lid closed. (3) Bags or boxes will NOT be picked up from the curb.</p>		<p>(1) Ponga todo MATERIAL RECICLABLE en el recipiente AZUL. (2) Ponga los recipientes en la banqueta con las tapas cerradas. (3) Desechos verdes puestos en la banqueta dentro cajas o bolas as NO serán recogido.</p>	
<p>To request replacement and/or additional container(s) – Contact Ware Disposal Co Inc – 877-714-WARE (9273) County Of Los Angeles Department Of Public Works Monday – Thursday 7:00a.m. to 5:30 p.m. 1-800-993-5844</p>		<p>Para Reemplazar y/o pedir bota(s) adicionales llama a Ware Disposal Co Inc 877-714-WARE (9273) Condado de Los Ángeles Departamento de Trabajos Públicos Lunes – Jueves 7:00a.m. a 5:30 p.m. 1-800-993-5844</p>	

SOUTH SAN GABRIEL							
GREEN WASTE				DESECHOS VERDES			
ACCEPTABLE		NOT ACCEPTABLE		SE ACEPTAN			
<ul style="list-style-type: none"> ✓ Bagged food waste ✓ Grass Clippings ✓ Leaves ✓ Brush ✓ Shrubbery Pruning ✓ Sawdust ✓ Tree Trimmings ✓ Tree Limbs 4 Diameter Maximum 		<ul style="list-style-type: none"> ✓ Palm Tree Trimming ✓ Palm Founds ✓ Cactus ✓ Dirt And Rocks ✓ Plastic Or Paper Bags ✓ Animal Waste ✓ Trash 		<ul style="list-style-type: none"> ✓ Desperdicio de comida en bolsas ✓ Recortes De Césped ✓ Hojas ✓ Matorrales ✓ Recortes De Arbustos ✓ Ramas Pequeñas ✓ Aserrín ✓ Recortes De Arboles ✓ Ramas De Arboles, Máximo De 4 Pulgadas De Diámetro 		<ul style="list-style-type: none"> ✓ Recortes De Plañera ✓ Hojas De Palmas ✓ Cacaos ✓ Tierra Y Rocas ✓ Bolas De Plástico o De Papel ✓ Estiércol De Animal ✓ Sobras De Comida 	
<p>(1) Place all GREEN WASTE in the GREEN containers.</p> <p>(2) Place container on the curb with the lid closed.</p> <p>(3) Bags or boxes will NOT be picked up from the curb.</p>				<p>(1) Ponga todos los DESECHOS VERDES en el recipiente VERDE.</p> <p>(2) Ponga los recipientes en la banqueta con las tapas cerradas.</p> <p>(3) Desechos verdes puestos en la banqueta dentro cajas o bolas as NO serán recogido.</p>			
<p>To request replacement and/or additional container(s) – Contact Ware Disposal Co Inc – 877-714-WARE (9273).</p> <p>County Of Los Angeles Department Of Public Works Monday – Thursday 7:00a.m. to 5:30 p.m. 1-800-993-5844</p>				<p>Para reemplazar y/o pedir bota(s) adicionales llama a Ware Disposal Co Inc – 877-714-WARE (9273)</p> <p>Condado de Los Ángeles Departamento de Trabajos Públicos Lunes – Jueves 7:00a.m. hasta 5:30 p.m. 1-800-993-5844</p>			

Container Placement



- Carts must be placed directly in front of the residence with wheels touching the curb
- Place carts at least 18" apart from each other
- Weight Limits
 - 96 gal = 250 lbs.
 - 64 gal = 150 lbs.
 - 32 gal = 100 lbs.

Exhibit 17-Contractor Documentation

Item A.4 – VEHICLE SPECIFICATIONS

This item consists of 14 pages (including this page).

Item A.2 Inventory of Service Assets

The vehicles listed below are assigned to perform Task 1 and Task 2 services in the South San Gabriel/Whittier Narrows service area.

Collection Vehicles List for South San Gabriel

Vehicle number	Fuel	Model	Description	Year	Make	Material
140	CNG	Autocar	Sideloader VIN 5VCACRLE0BH211701	2011	Xpeditor	Refuse, Recycling, Green
145	CNG	Autocar	Sideloader VIN 5VCACRLE6BH212271	2011	Xpeditor	Refuse, Recycling, Green
166	CNG	Autocar	Sideloader 5VCACRLE7FH217906	2014	Xpeditor	Refuse, Recycling, Green
167	CNG	Autocar	Sideloader 5VCACRLE9FH217907	2014	Xpeditor	Refuse, Recycling, Green
77	CNG	Peterbilt	Sideloader VIN 3BPZL20X48F718638	2008	320	Refuse, Recycling, Green
78	CNG	Peterbilt	Sideloader VIN 3BPZL20X68F718639	2008	320	Refuse, Recycling, Green
79	CNG	Peterbilt	Sideloader VIN 3BPZL20X28F718640	2008	320	Refuse, Recycling, Green
80	CNG	Peterbilt	Sideloader VIN 3BPZL20X48F718641	2008	320	Refuse, Recycling, Green
81	CNG	Peterbilt	Sideloader VIN 3BPZL20X68F718642	2008	320	Refuse, Recycling, Green
82	CNG	Peterbilt	Sideloader VIN 3BPZL20X69F718643	2008	320	Refuse, Recycling, Green
83	CNG	Peterbilt	Sideloader VIN 3BPZL20X29F718719	2008	320	Refuse, Recycling, Green
104	CNG	Peterbilt	Front End Load VIN 3BPZL20X69F719355	2009	320	Refuse, Recycling, Green
10	CNG	Isuzu	Flat bed VIN 54DC4W1C4CS804531	2012	Flat Bed	Bulky Items
43	CNG	Isuzu	Flat Bed VIN 54DC4W1C6CS804532	2012	Flat Bed	Bulky Items

AUTOCAR SPECIFICATIONS



An ISO 9001:2000 Certified Com

Autocar Xpeditor 6x4 Key Specifications

Engine and Equipment

Engine model	Cummins 2013 ISL9 rated from 300 hp to 370 hp Cummins 2013 ISX12 rated from 350 hp to 425 hp Cummins ISL G (natural gas) rated from 300 hp to 320 hp Cummins ISX12G (natural gas) rated at 350 hp
Exhaust (Diesel)	Horizontally mounted DPF with LH vertical SCR Horizontally mounted DPF with RH vertical SCR
Exhaust (Gas)	LH vertical 3-way catalytic converter RH vertical 3-way catalytic converter Horizontal exhaust with rail mounted 3-way catalytic converter
Air cleaner	15 inch single stage EPG 15 inch single stage with safety element EPG 16 inch 2 stage
Radiator	1300 sq inch aluminum
Fan & drive	2-speed fan drive
Coolant hoses/piping	Silicone hoses with constant tension clamps
Coolant	Extended life coolant

Transmission and Equipment

Transmission model	Allison 3000 RDS (not available with ISX12) Allison 4000 RDS
Transmission gearing	5 or 6-speed
Transmission controls	Allison push button
Transmission cooler	Remote oil to coolant shell and tube(floating bundle)
Transmission lubricant	Transynd synthetic auto trans fluid
Driveshaft	Dana Spicer® half-round, yoke size 1710, 1760 or 1810 dependent on transmissions and driveline rotational speeds

Front Axle and Equipment

Axle model	Meritor MFS-20 Meritor MFS-18 Meritor MFS-16 Dana D-2200W
Front suspension	6,500 lb Flat leaf rated at 14,500 lb capacity 7,500 lb Flat leaf rated at 16,500 lb capacity 8,500 lb Flat leaf rated at 18,800 lb capacity 9,500 lb Low camber flat leaf rated at 20,800 lb capacity 10,100 lb Flat leaf rated at 22,000 lb capacity 10,200 lb Taper leaf rated at 22,000 lb capacity
Power steering	TAS 65 with assist ram
Brakes	Meritor 16.5 x 6 CP Meritor 16.5 x 7 CP Meritor 16.5 x 7 SQ Meritor EX-225 air disc

Rear Axle and Equipment

Axle model	Meritor MT40-14X Meritor MT40-14X with 1/2 inch housing Meritor MT44-14X Meritor RT46-160 Meritor RT46-164 Meritor RT52-185
Rear axle ratio	4.89 to 6.14 Dependent on axle model, vehicle configuration and application
Rear suspension	Haulmax HMX-400 at a 54 inch axle spread, rated at 40,000 lb capacity Haulmax HMX-460 at a 54 inch axle spread, rated at 46,000 lb capacity HNS22 at a 54 inch axle spread, rated at 52,000 lb capacity Primaax EX-462 Air Ride at a 54 inch axle spread, rated at 46,000 lb capacity

Brakes	Mentor 16.5x7 GP Mentor 16.5 x 8.62 GP Mentor 16.5 x 8.62 SSO Mentor 16.5 x 7 P cast shoe Mentor EX-225 Air Disc
--------	--

Chassis and Equipment

Wheelbase	Available in 3 inch increments between 143 inch and 269 inch
Frame	3/8 inch Variable drop rail, 120 kPsi heat treated steel, RBM of 3,259,000 lb in to 4,220,000 lb.in dependent on drop configuration and liners
Heavy duty front end	Available for severe duty service applications such as snow plowing
Tow device	Two tow pins integral with front crossmember

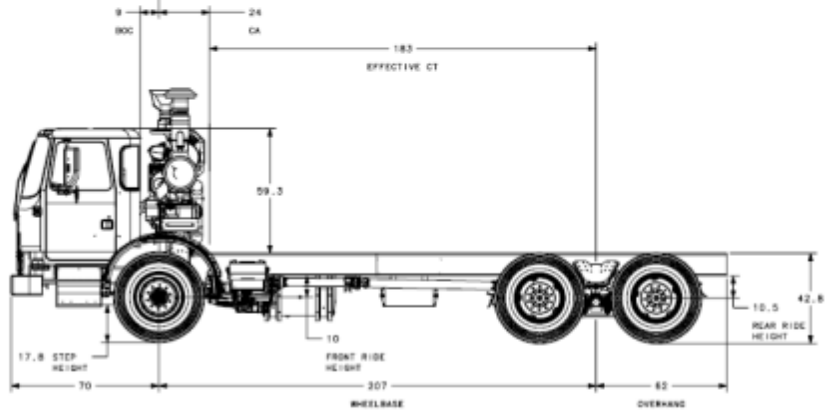
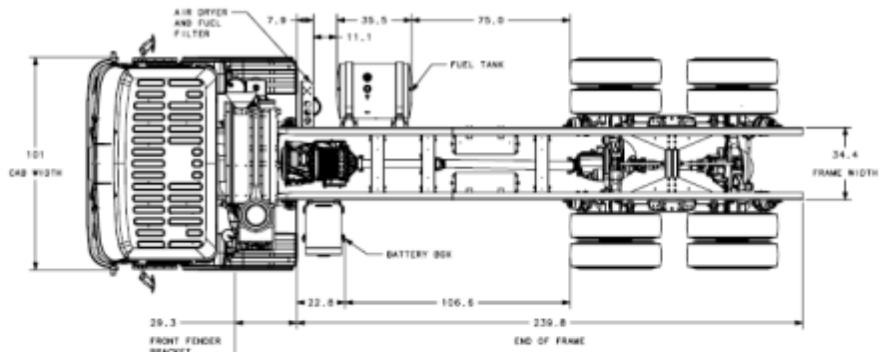
Cab and Equipment

Cab construction	The cab is constructed from corrosion-resistant steel followed by a Cathodic Electrocoat dip process before the top coat is applied
Cab drive configuration	Single LH drive Single RH drive Dual drive dual sit Dual drive RH standup Single LH drive RH standup
Cab doors	Steel doors with power or manual crank window regulators
Mirrors	Black or chrome plastic housing with dual pane mirrors. Options include power adjustment, heat and integrated marker lights
Cab climate control system	30,000 BTU air conditioner with heater
Steering column	Adjustable for tilt on single drive cab configurations
Steering wheel	16 or 18 inch Diameter
Driver seats	National Cush II low back air ride Sears C2 air ride Various Bostrom selections
Passenger seats	Fixed type low back Sears C2 fixed or air ride Various Bostrom selections

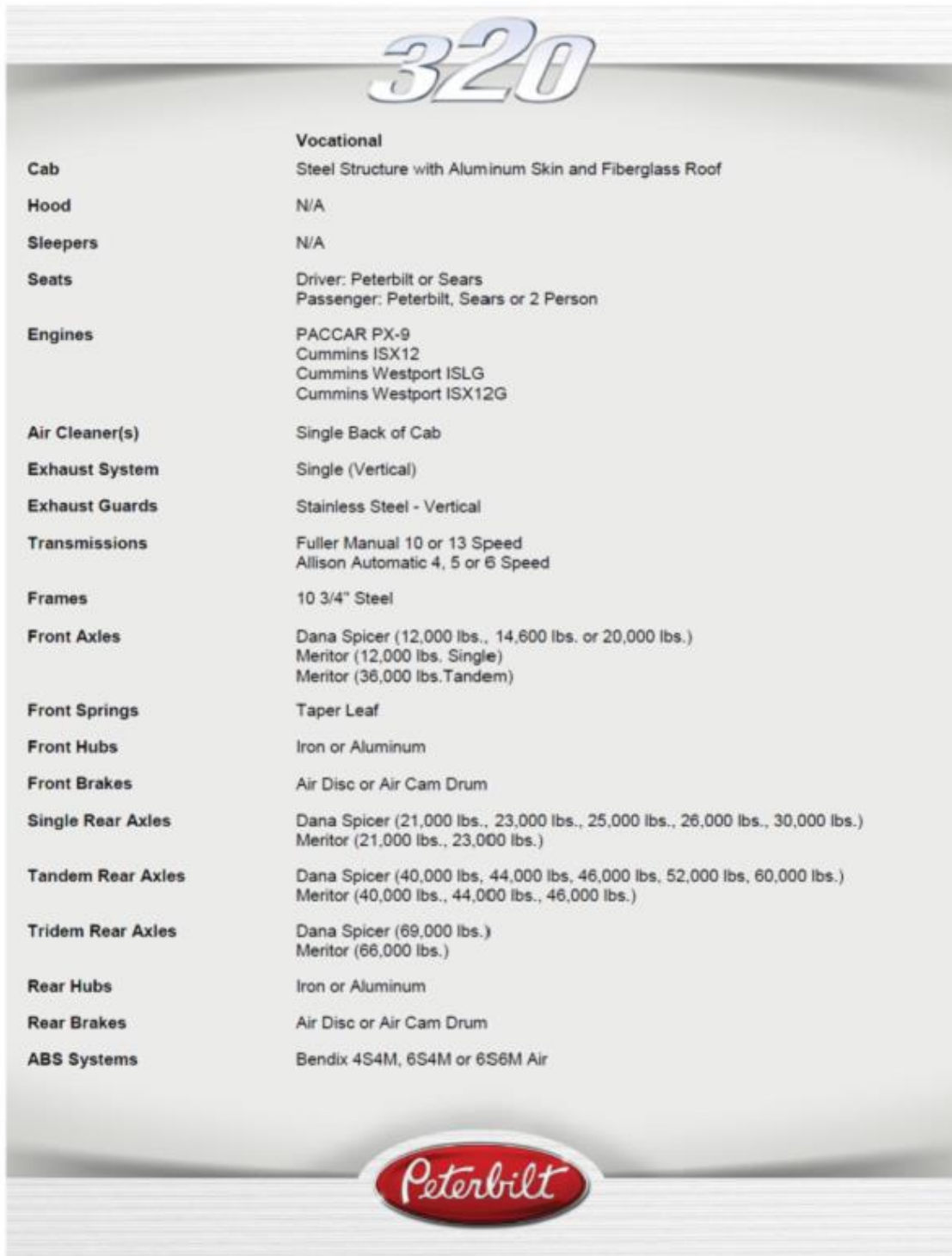


XPEDITOR

ACX 6X4 TYPICAL
 CUMMINS 15L ENGINE
 ALLISON 4500 TRANSMISSION
 MERITOR 20K STEER AXLE
 MERITOR RT46 REAR AXLE
 HENDRICKSON HMX 46K REAR SUSPENSION
 207" WHEELBASE
 62" OVERHANG
 ALL DIMENSIONS IN INCHES



PETERBILT 320 SPECIFICATIONS



The image shows a specifications table for the Peterbilt 320 vocational truck. At the top center, the number '320' is displayed in a large, stylized, metallic font. Below this, the word 'Vocational' is centered. The table lists various components and their specifications. At the bottom center, the Peterbilt logo is featured, consisting of the word 'Peterbilt' in a white script font inside a red oval with a white border.

320	
Vocational	
Cab	Steel Structure with Aluminum Skin and Fiberglass Roof
Hood	N/A
Sleepers	N/A
Seats	Driver: Peterbilt or Sears Passenger: Peterbilt, Sears or 2 Person
Engines	PACCAR PX-9 Cummins ISX12 Cummins Westport ISLG Cummins Westport ISX12G
Air Cleaner(s)	Single Back of Cab
Exhaust System	Single (Vertical)
Exhaust Guards	Stainless Steel - Vertical
Transmissions	Fuller Manual 10 or 13 Speed Allison Automatic 4, 5 or 6 Speed
Frames	10 3/4" Steel
Front Axles	Dana Spicer (12,000 lbs., 14,600 lbs. or 20,000 lbs.) Meritor (12,000 lbs. Single) Meritor (36,000 lbs. Tandem)
Front Springs	Taper Leaf
Front Hubs	Iron or Aluminum
Front Brakes	Air Disc or Air Cam Drum
Single Rear Axles	Dana Spicer (21,000 lbs., 23,000 lbs., 25,000 lbs., 26,000 lbs., 30,000 lbs.) Meritor (21,000 lbs., 23,000 lbs.)
Tandem Rear Axles	Dana Spicer (40,000 lbs, 44,000 lbs, 46,000 lbs, 52,000 lbs, 60,000 lbs.) Meritor (40,000 lbs., 44,000 lbs., 46,000 lbs.)
Tridem Rear Axles	Dana Spicer (69,000 lbs.) Meritor (66,000 lbs.)
Rear Hubs	Iron or Aluminum
Rear Brakes	Air Disc or Air Cam Drum
ABS Systems	Bendix 4S4M, 6S4M or 6S6M Air

320

Single Rear Suspensions	Peterbilt AirTrac Reyco 79KB Reyco 102 Reyco 102AR
Tandem Rear Suspension	Peterbilt Air Trac Peterbilt Air Leaf Peterbilt Low Air Leaf Hendrickson HN Hendrickson HMX Hendrickson RT Reyco 102 Chalmers 854 Neway
Tridem Rear Suspension	Peterbilt Air Trac Neway
Tires	Bridgestone, Goodyear or Michelin
Wheels	Steel or Aluminum 22.5" or 24.5"
Air Dryers	Bendix
Air Tanks	Steel or Aluminum
Chassis Hose	Nylon or Wire Braid
Air & Electric Mounting	Optional End of Frame
Fuel Tanks	23" Aluminum 50 - 120 Gallon 26" Aluminum 50 - 150 Gallon
Battery Box	Steel or Aluminum
Tool Box	Optional
Bumpers	Steel Painted or Chrome, Aluminum Polished

Please see your local Peterbilt dealer to use Peterbilt PROSPECTOR to specify options on your particular truck.



CUMMINS ISL G ENGINE SPECIFICATONS



The Leading Natural Gas Engine For Truck And Bus.



Lower Emissions, Improved Performance, Lower Costs.

The ISL G is the natural choice in alternative-fuel engine technology. With industry-leading performance and first-fit OEM availability, it combines all the advantages of clean-burning, low-cost natural gas with the power and torque needed for shuttle and school bus, urban transit, vocational and medium-duty truck and tractor applications.

Since the ISL G was introduced in 2007, thousands of truck and bus customers have benefited from the impressive low-end torque, transient response and quiet operation of the ISL G. Today, the ISL G meets current U.S. Environmental Protection Agency (EPA) and California Air Resources Board (ARB) emissions standards, as well as EPA greenhouse gas (GHG) and U.S. Department of Transportation (DOT) fuel-consumption regulations.

Dedicated Factory-Built Natural Gas Engine.

The ISL G is a dedicated, factory-built natural gas engine, manufactured by Cummins on the same assembly line as the ISL9 diesel. It shares many components and parts with the Cummins L Series diesels, including the same full-skirted block, for increased rigidity and strength. The design provides superior piston ring and bearing life, improved coolant flow and targeted-piston cooling. For improved reliability and durability, the ISL G features a new heavy duty Exhaust Gas Recirculation (EGR) cooler, redesigned exhaust manifold and gaskets, improved turbo housing and water pump and a newly updated Ignition Control Module (ICM) and sensors. Life-to-rebuild and rebuildability are similar to those of diesel engines.

Advanced Combustion Technology.

The 8.9-liter ISL G uses Stoichiometric cooled Exhaust Gas Recirculation (SEGR) combustion, leveraging Cummins proven EGR technology to create a high-performance natural gas engine. Stoichiometric combustion is the theoretical or ideal combustion process in which fuel and oxygen are completely consumed, with no unburned fuel or oxygen in the exhaust.

The cooled-EGR system takes a measured quantity of exhaust gas and passes it through a cooler to reduce temperatures before mixing it with fuel and the incoming air charge to the cylinder.

Cooled EGR, in combination with stoichiometric combustion, provides significant benefits. The use of cooled EGR (in place of large amounts of excess air used in lean-burn technology) lowers combustion temperatures and knock tendency. SEGR combustion also improves power density and fuel economy versus lean-burn and traditional stoichiometric engines.

Maintenance-Free Aftertreatment.

Another benefit of the ISL G combustion technology is enabling the use of Three-Way Catalyst (TWC) aftertreatment. TWCs are effective, simple, passive devices, packaged as part of the muffler. They provide consistent emissions control performance, are maintenance-free and can be mounted vertically or horizontally on the vehicle. The ISL G does not require active aftertreatment such as a Diesel Particulate Filter (DPF) or Selective Catalytic Reduction (SCR).



Three-Way Catalyst Aftertreatment

Natural Gas – The Fuel Choice Is Yours.

The ISL G operates on 100 percent natural gas, which can be carried on the vehicle in either compressed (CNG) or liquefied (LNG) form. The ISL G can also run on renewable natural gas (RNG) made from biogas or landfill gas that has been upgraded to vehicle-fuel quality. To meet engine fuel requirements under a variety of load conditions, the engine requires the fuel storage system to provide at engine fuel pressure at rated conditions between 70 psi and 150 psi.





ISL G Ratings

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N•m) @ rpm	Governed Speed
ISL G 320	320 (238) @ 2000	1000 (1304) @ 1300	2200 RPM
ISL G 300	300 (224) @ 2100	860 (1166) @ 1300	2200 RPM
ISL G 280	280 (205) @ 2000	800 (1120) @ 1300	2200 RPM
ISL G 260	260 (194) @ 2200	660 (895) @ 1300	2200 RPM
ISL G 250	250 (181) @ 2200	730 (990) @ 1300	2200 RPM

ISL G Specifications

Maximum Horsepower	320 HP	239 kW
Peak Torque	1000 LB-FT	1306 N•m
Governed Speed	2200 RPM	
Clutch Engagement Torque	500 LB-FT	746 N•m
Type	4-cycle, spark-ignited, in-line 6-cylinder, turbocharged, CAC	
Engine Displacement	540 CU IN	8.9 LITERS
Bore and Stroke	4.49 IN x 5.69 IN	114MM x146MM
Operating Cycles	4	
Oil System Capacity	7.3 U.S. GALLONS	27.6 LITERS
Coolant Capacity	13.1 U.S. QUARTS	12.4 LITERS
System Voltage	12 V	
Net Weight (Dry)	1,625 LB	737 KG
Fuel Type	CNG/LNG/RNG	Methane number 75 or greater
Aftertreatment	Three-Way Catalyst (TWC)	

Features And Benefits.

- > **Air/Fuel Regulation** – Cummins closed-loop electronic control system based on Cummins Interact™ System. Improved sensors for engine parameters, including intake manifold pressure and temperature, fuel inlet pressure, knock detection, air/fuel ratio and fuel mass flow.
- > **Air Intake System** – Charge-air cooling reduces emissions by lowering intake manifold air temperatures.
- > **Accessory Belt Drive System** – Self-tensioning serpentine polyvee belt accessory drive system for water pump, engine-mounted fan hub and most alternators. Gear-driven air compressor with provision for gear-driven hydraulic pump.
- > **High-Energy Ignition System** – Improved ICM provides better performance and improved spark plug and coil durability, plus self-diagnostics.
- > **High-Efficiency Lube Cooler** – Lowers oil temperatures, for longer engine life.
- > **Crankshaft** – Eight-counterweight, fully balanced, high-tensile-strength steel forging with induction-hardened fillets and journals, for outstanding durability.
- > **Oil Filter** – The combination full-flow and bypass oil filter improves filtration while minimizing oil filter replacement and disposal costs.
- > **Control System** – Full drive-by-wire Electronic Control Module (ECM) provides full monitoring and control of engine sensors, fuel system and ignition system. Full interface capability to Cummins INSITE™ and diagnostic service tools. ECM provides Original Equipment Manufacturers (OEMs) and end users with the ability to tailor performance of the engine to fit the vehicle's mission.
- > **Electronic Features Include:**
 - Road-speed governing
 - Accelerator interlock
 - SAE J1587/J1839
 - Power Take-Off (PTO) control
 - Cruise control
 - Engine protection system
- > **Parts Simplicity** – Enables most engine service and repair operations with common tools.
- > **Wastegate Turbocharger** – With water-cooled bearing housing for durability. Electronic control for precise air handling.

Gearing Recommendations.

For the best reliability and durability, the recommended maximum gross vehicle weight (GVW) for the ISL G is 66,000 lb (29,937 kg). Select gearing for fuel economy in regional-haul applications where engine speed is 1700-1900 rpm at optimal cruise. For vocational, transit and refuse applications, select gearing where engine speed is 1750-1900 rpm at cruise. Consult your Cummins or Cummins Westport representative to discuss specific gearing guidelines for your application.



Optimizing Performance With PowerSpec.™

Cummins PowerSpec helps you find the ideal gearing specs for engine performance or fuel economy, making it possible to tailor the operation of Cummins Westport engines to fit every customer's application. PowerSpec can also read fault codes, and can be programmed to collect trip information for multiple drivers. PowerSpec works on both ISL G and ISX12 G engines. See cumminsengines.com/powerspec for more information.

Base Warranty.

Cummins Westport engines feature the same factory base warranty coverage as Cummins diesel engines. For transit bus and shuttle engines, a standard 2-year/unlimited-mileage/kilometers warranty with full parts and labor coverage on warrantable failures* applies.



For school bus engines, standard coverage is 5 years/100,000 miles (160,934 km), whichever comes first. Major components are covered for 3 years/300,000 miles (482,803 km), whichever comes first.

For truck customers, full engine coverage is provided for 2 years/250,000 miles (402,336 km), whichever comes first.

*Warrantable failures are those due to defects in materials or workmanship.

Extended Coverage.

For additional peace of mind, Cummins Westport offers a variety of extended coverage plans to meet every customer's need. For full extended coverage plan details, contact your local Cummins distributor or Cummins Westport representative.



Better Customer Care.

Cummins Westport-powered vehicles are supported by Cummins service network, the largest and most capable in North America. Cummins-authorized technicians are fully trained on Cummins Westport natural gas engines, with ready access to Genuine Cummins parts and warranty support. For questions regarding your Cummins Westport engine or for assistance in finding a repair facility in the United States or Canada, call Cummins Care at 1-800-DIESELS™ (1-800-343-7357).

Cummins Westport – The Natural Choice.

Cummins Westport Inc. designs, engineers and markets 6- to 12-liter spark-ignited natural gas engines for commercial transportation applications such as trucks and buses. Our dedicated 100 percent natural gas engines are manufactured by Cummins, and are available as a factory-direct option from leading truck and bus manufacturers.



The Natural Gas Academy.

To learn more about natural gas engines for transportation, and how natural gas can work for your fleet, visit the Cummins Westport Natural Gas Academy online. You'll find videos, information and resources about engines, OEM availability, fuel systems, refueling, maintenance and more: cumminswestport.com/natural-gas-academy

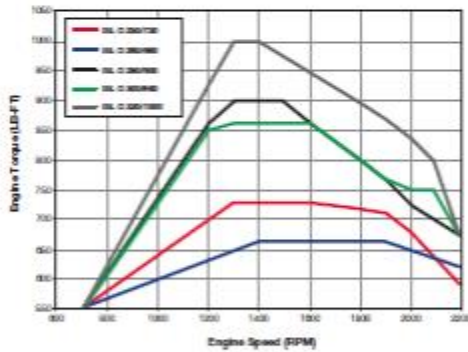
Maintenance Intervals

ISL G Truck < 66,000 GVW

Maintenance Item	Miles/Kilometers	Hours	Months
Oil and Filter*	15,000 MI 24,000 KM	500	6
Fuel Filter	30,000 MI 48,000 KM	1,000	12
Coolant Filter	15,000 MI 24,000 KM	500	6
Spark Plugs	45,000 MI 72,000 KM	1,500	18
Change Coolant	60,000 MI 96,000 KM	2,000	24
Valve Adjustment**	60,000 MI 96,000 KM	2,000	24
Air Cleaner/Element	Follow vehicle manufacturer's published recommendations		

*Requires natural gas engine oil (CES 20074).
**Initial valve adjustment at 1,000 hours.

ISL G Torque Curves



Cummins Westport is a pioneer in product improvement. Thus, specifications may change without notice. Illustrations may include optional equipment.

Maintenance Intervals

ISL G Urban Transit Bus And Refuse Truck

Maintenance Item	Miles/Kilometers	Hours	Months
Oil and Filter*	7,500 MI 12,000 KM	500	6
Fuel Filter	15,000 MI 24,000 KM	1,000	12
Coolant Filter	7,500 MI 12,000 KM	500	6
Spark Plugs	22,500 MI 36,000 KM	1,500	18
Change Coolant	30,000 MI 48,000 KM	2,000	24
Valve Adjustment**	30,000 MI 48,000 KM	2,000	24
Air Cleaner/Element	Follow vehicle manufacturer's published recommendations		

- > Default interval is the hours stated. Interval is whichever comes first - hours, miles or time.
- > Refer to QuickServe® Online or Owners Manual for complete details on maintenance intervals.
- > Based on normal duty cycle of 15 mph average speed. Distance intervals will increase or decrease based on average speed.



MOBILE TECHNOLOGY: Please note all vehicles previously listed in this section have had this technology already installed.

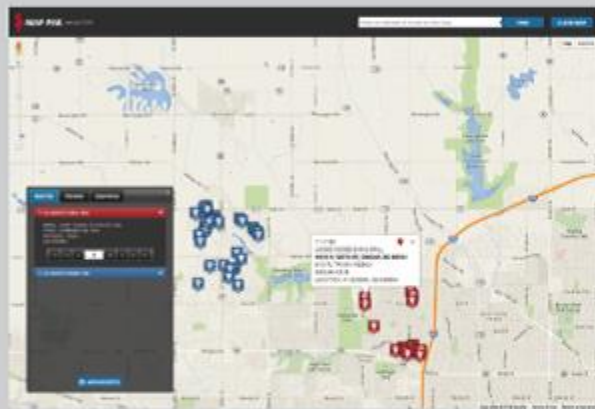


Map-Pak

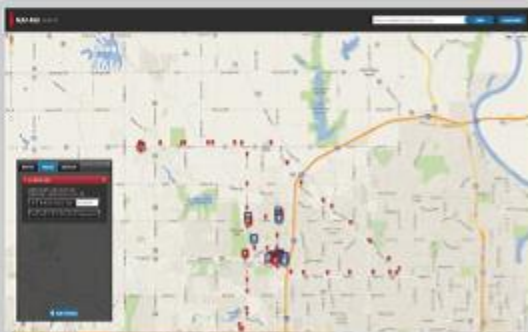
EASILY VIEW ROUTES, STOPS & GPS TRACKING

Map-Pak works on the Google Maps™ platform, the most powerful and cost effective mapping application on the market. Easily view and display all routes and their stops from the Soft-Pak dispatching center. Click on any stop to verify account information while easily identifying overlapping stops to improve route efficiencies. Take advantage of Google Maps™ route optimization to re-sequence and improve route performance and profitability. All data flows back to Soft-Pak for easy accountability and back office reporting.

Map-Pak and **Mobile-Pak** work together by displaying the location of all active mobile devices. Each driver's GPS location is sent to Soft-Pak in real time, providing instant vehicle verification and playback purposes to insure driver efficiencies.



Identify your different routes in real time with **Mobile-Pak**. Red is route C1, Blue is an route R1 (see above)



THE BENEFITS TO **Map-Pak**:

- Visually display routes in various colors
- No software to load
- Everything is run via 'the cloud'
- Utilize Google Map™ for terrain, traffic, or satellite views
- Live traffic updates for drivers and dispatching
- Geo Code directly from hand held to 'pin point' a stop
- Route optimization and re-sequence via Google Maps™
- Display and record all driver activities for playback purposes
- Increased customer service with driver and route verification

3550 Camino Del Rio North, Suite #208 – San Diego, CA 92108 • Tel: 888.763.8725

sales@soft-pak.com • www.soft-pak.com

VEHICLE BILLBOARD:



Exhibit 17-Contractor Documentation

Item A.5 – SUBCONTRACTOR

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

Item A.5 – SUBCONTRACTOR

None to report; Ware Disposal Inc. possesses the necessary equipment and vehicles to provide service without subcontractors.

Exhibit 17-Contractor Documentation

Item A.6 – OFFICE ADDRESS

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

Item A.6 – OFFICE

Office: 1035 East 4th Street, Santa Ana, California 92701 4750

Hours: Monday through Friday – 7:00 a.m. to 5:00 p.m.

Saturday – 7:00 a.m. to 1:00 p.m.

Repair Shop/Vehicle Yard: 1451 Manhattan Avenue, Fullerton, California 92831 5221

T 877 714 9273

F 714 664 0696

www.waredisposal.com

Exhibit 17-Contractor Documentation

Item B.1 – FORM OF NON-COLLECTION NOTICE

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

Item B.1 – FORM OF NON-COLLECTION NOTICE



NON-COLLECTION NOTICE

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

If the above is corrected by 12:00pm today, please contact our customer service center on 877 714 9273 and we will return and collect today at no charge.

Exhibit 17-Contractor Documentation

Item B.2 – WAIVER OF LIABILITY

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

B.2 – WAIVER OF LIABILITY



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

1. **PERMISSION TO ENTER.** Customer allows Ware Disposal, Inc., its assigns, employees, agents, and subcontractors (“**Service Providers**”) to enter and/or utilize the premises of the undersigned Customer (“**Customer’s Premises**”) for the purposes of providing the solid waste services described on the attached Subscription Order (“**Services**”).

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

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

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

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

For Customer

For [CONTRCTOR]

Printed

Printed

Date

Date

Customer’s Premises Address: _____ **OR**

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

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

Signature of Customer’s Authorized Agent/Representative:

Date: _____

Exhibit 17-Contractor Documentation

Item B.3 TERMS AND CONDITIONS SUMMARY

This item consists of 5 pages (including this page).



Rate Sheet

July 1, 2025

To Our Valued South San Gabriel/Whittier Narrows Customer:

Ware Disposal, Inc. takes great pride in their work to keep the environment clean and protected for the future. Your participation in waste reduction practices are integral components of a sustainable society, and we thank you for your efforts.

Customers will be charged the rates shown below on a quarterly basis, billed at the beginning of the period. To request additional services or if you have any questions or concerns, please do not hesitate to call Ware Disposal, Inc.'s customer service department at (877) 714- 9273, Monday through Friday 8:00 a.m. to 5:00 p.m. or Saturday 8:00 a.m. to 3:00 p.m.

Basic Service Fee:

Regular Fee (\$36.15/month)	\$108.45/quarter
with Senior Discount ⁽¹⁾ : (\$27.11/month)	\$81.34/quarter

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

Additional Containers Beyond Basic Service, each:

Refuse cart (2 nd cart) (\$28.89/month)	\$86.67/quarter
Recyclables cart (2 nd cart) (\$2.68/month)	\$8.04/quarter
Organics cart (2 nd cart) (\$2.31/month)	\$6.93/quarter
Refuse cart (3 rd cart) (\$28.89/month)	\$86.67/quarter
Recyclables cart (3 rd cart) (\$3.57/month)	\$10.71/quarter
Organics cart (3 rd cart) (\$3.08/month)	\$9.24/quarter

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

Upon move-in/move-out	no charge
Up to four times per year	no charge

More than four times per year	\$27.11/collection
Container Size Exchange (beyond 1 per year):	\$18.08/exchange
Roll-out Service (hauler moves carts to/from curb):	
For Elderly/Disabled	no charge
For non-Elderly/Disabled (\$18.08/month)	\$54.24/quarter
Over 200 feet, Unpaved, or Steep service	contact customer
Manure Service:	
64-gallon cart (\$90.00/month)	\$270.00/quarter
2-cubic yard dumpster (\$250.00/month)	\$750.00/quarter
Locking Cart (to prevent human/animal scavengers): Cart)	\$35.00 (one-time, per
Difficult to Service (collection vehicles cannot (\$9.04/month)	\$27.12/quarter
easily drive, such as hills or cul-de-sacs): with Senior Discount ⁽¹⁾ : (\$6.78/month)	\$20.34/quarter

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

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

TERMS AND CONDITIONS

What We Will Collect. We will collect residential trash, green waste, and recyclables in carts we provide. You must place trash, recyclable materials, and organics in the appropriate carts. Materials placed outside of carts will not be picked up unless previous arrangements have been made.

When We Will Collect. We will make collections once a week between the hours of 6:00 a.m. to 6:00 p.m. on the same day of the week (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

Where We Will Pick Up. On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and 18 inches apart from each other. Handles and wheels must be facing the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification. Carts must only be placed at the set-out site for collection within the hours 5:00 p.m. on the day before scheduled collection and 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

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

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

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

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

How to Receive Roll-Out Service. We can bring your carts out to the pickup point, at no additional charge, for residential customers who certify they are not able-bodied or are elderly (over the age of 62) and have no able-bodied person residing in their household. Roll-out service will be provided to these customers during their weekly collection of trash, recyclable materials, and organics, as well as during the annual curbside clean-up event, holiday tree pick-ups, and additional on-call pickups. These services are also available to any other customer upon request at the charge listed on the Rate Sheet. We will ask you to sign a waiver of damage liability and/or indemnification prior to providing this service.

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

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

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

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

When You Must Pay. Residents are billed in advance for three months of services. We mail your bill on or after the first day of your billing period, for example, on April 1 for the billing period of April, May, and June. Your bill is due no later than the last day of the first month, for example, on April 30. If we do not receive payment by the last day of the second month, for example, on May 31, your bill will become delinquent and an additional 10% fee will be added to the balance. We may terminate your service if you do not timely pay your service fees. There will be a charge of \$25.00 for interruption of service if your carts are removed and a \$25.00 fee on returned checks.

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

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

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

Additional On-Call Pickups of Bulky Items and Excess Solid Waste. We will collect bulky items and excess solid waste, in excess of four times per year, on your next regularly scheduled pickup day, at the charges listed on the Rate Sheet, if you call us at least 24 hours in advance.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at (877) 714-9273, Monday through Friday, from 8 a.m. to 5 p.m., except holidays, and from 8 a.m. to 3 p.m. on Saturday. If we do not satisfactorily resolve any complaint, you may call the County at (888) CLEAN LA (888-253-2652).

Thank you for allowing us to serve you!

Exhibit 17-Contractor Documentation

Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING

This item consists of 4 pages (including this page).

Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING

A. PROTOCOL

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

1. Ongoing Employee Training in Identification

As a part of Ware Disposal Inc.'s ongoing training program, all drivers, swappers and route personnel are required to attend monthly and quarterly tailgate safety meetings. During these meetings we also conduct training sessions to educate employees on our safety policies, notification procedures, and household hazardous waste. Drivers are trained in both identification procedures and notification procedures when Un-Permitted waste is discovered. Drivers discovering Un-Permitted waste are instructed to complete a Non-Collection notice, place one copy on the container (whenever safe) and file the second copy at the office.

2. Driver Inspection

Based on our experience, the automated curbside collection process can hamper visual identification of Un-Permitted waste. For this reason, Ware Disposal Inc. has installed camera monitors on each automated vehicle. This additional step gives the driver/operator a clear visual of the contents of each container before it is commingled with the load.

3. Immediate Driver Response

While unloading the collection container into the holding hopper the driver has a clear view of the waste products as they are emptied and staged for compaction. All drivers are trained and prepared to segregate materials upon identification.

Un-Permitted materials such as U-Waste or Household Hazardous Waste or any suspicious unidentified materials shall be left at the service address and a Non-collection tag shall be affixed to the container.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community or Ware Disposal Inc. personnel, the area route supervisor shall immediately notify the County fire department and the appropriate local agency for immediate resolution.

4. Driver Notification

All Ware Disposal Inc. drivers are trained and prepared to deal with any Un-Permitted waste issue. Ware Disposal Inc. personnel have been instructed to complete the non-collection tag and affix it to the offending container. The notification tag shall explain the violation and the proper means of disposal. All drivers are trained and prepared to segregate materials upon identification.

Each Un-Permitted disposal incident shall be reported to the dispatch center and the area route supervisor. The service address shall be monitored, if necessary, for additional disposal violations. Ware Disposal Inc. customer service shall log each incident and supply a copy to the County of Los Angeles.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community or Ware Disposal Inc. personnel, the area route supervisor will immediately notify the County fire department and the appropriate local agency for immediate resolution.

5. Notification of Appropriate Agency or Department

Ware Disposal Inc. shall maintain a complaint and incident log for the South San Gabriel/Whittier Narrows franchise area. Customer Service shall monitor and record all Un-Permitted waste violations/incidents identified by Ware Disposal Inc. personnel. All records shall be copied and supplied to the County of Los Angeles per the requirements of the franchise agreement. Ware Disposal Inc. shall report its observations to the Director in addition to notifying the offender. Habitual violators shall be reported to the County inspector and service may be suspended pending final resolution.

Should any material appear to be dangerous in nature or a threat to the health and safety of the community or Ware Disposal Inc. personnel, the area route supervisor will immediately notify the County fire department and the appropriate local agency for immediate resolution.

6. Appropriate Actions

Ware Disposal Inc. is committed to proper manifestation and management of Un-Permitted waste materials. In the event suspicious material is identified the area route supervisor will be immediately notified and proper containment materials will be applied. All collected materials will be properly containerized, removed, and transported by a license contractor in accordance with Applicable Law.

7. Compliance with Applicable Law

Ware Disposal Inc. will comply with all Local, State and Federal laws as outlined in on compliance standards defined in the Department of Transportation (DOT) (Title 49 CFR) and the United States Environmental Protection Agency Title 40 CFR, as well as with California EPA and DTSC regulations.

8. Form and Content of Labels

Each automated cart contains language and illustrations prohibiting customers from discarding Un-Permitted Waste in English, Mandarin and Spanish. The final content of this information has been approved by the County of Los Angeles and was paid for and distributed by Ware Disposal Inc. or its contractor.

B. Prohibition on Collection

Unless licensed in accordance with Applicable Law, Ware Disposal Inc. is

prohibited from collecting Un-Permitted waste, other than in connection with providing collection of bulky items, CEDS, or E-waste as outlined in the South San Gabriel Franchise Agreement. Ware Disposal Inc. will notify all persons required by Applicable Law of Unpermitted Wastes that it finds or observes in Solid Waste.

C. Reports to Director

Ware Disposal Inc. shall use Reasonable Business Efforts to report to the Director and the appropriate agency as required by Applicable Law any observance of suspicious materials it reasonably believes or suspects to contain Un-Permitted Waste being disposed of or released onto any County or any other public property, including storm drains, streets, or other public rights of way.

D. Labels

Ware Disposal Inc. shall affix labels to each automated cart used in the South San Gabriel/Whittier Narrows franchise area, with language and illustrations prohibiting customers from discarding Un-Permitted Waste in English, Mandarin and Spanish.

E. Safe Disposal Customer Education Program

As part of the Ware Disposal Inc. Un-Permitted Waste Screening Protocol, Ware Disposal Inc. shall develop and implement a customer education program to maximize exclusion of Un-Permitted Waste from disposal and promote safe handling of Un-Permitted Waste as stipulated in Part II Section 6. Ware Disposal Inc. shall distribute this education program in conjunction with its customer outreach for the Waste Diversion Program. Ware Disposal Inc. shall submit the materials to COUNTY at least one month prior to distributing them for the approval of format and content. Materials shall be developed and circulated once each calendar year in accordance with the terms and conditions outlined in Part II Section 6 of the Agreement.

Ware Disposal Inc. shall notify the subscribers regarding the safe handling of Un-Permitted Waste through our community outreach efforts. Unsafe disposal of Un-Permitted Waste will be strongly discouraged. Any items deemed to be hazardous waste, U-Waste, or E-Waste will not be collected in the regular cart collection program. Should such material be presented at the curb, a Non-Collection Notice will be affixed to the cart.

Exhibit 17-Contractor Documentation

Item B.5 – ACKNOWLEDGMENT

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

B.5 – ACKNOWLEDGMENT

Ware Disposal Inc., acknowledges that it has read and completely understands the program(s) related to the Safely Surrendered Baby Law as articulated in the bid documents and the County of Los Angeles website www.babysafela.org.

Ware Disposal Inc., agrees to provide each employee involved with the contract a copy of the "No Shame. No Blame. No Names." County program documentation, in both English and Spanish, as provided in the downloadable version on the County of Los Angeles website.

Ware Disposal Inc., and its contractors will post posters of copies of County of Los Angeles posters regarding the Safely Surrendered Baby Law in every facility where their employees are present.

And

Ware Disposal Inc., acknowledges receipt of fact sheet relating to the Non-Employee Injury Report form that is available on the County's website at:

<http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf>



Signature

Exhibit 17-Contractor Documentation

Item B.6 – INSURANCE AND PERFORMANCE ASSURANCE

This item consists of 38 pages (including this page).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. PO Box 255387 Sacramento CA 95865	CONTACT NAME: Meghan Dion PHONE (A/C No, Ext): 818-298-9798 FAX (A/C, No): E-MAIL ADDRESS: meghan.dion@hubinternational.com														
INSURED Ware Disposal Inc. P.O. Box 1318 Santa Ana CA 92702	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: Westchester Surplus Lines Insurance Co.</td> <td>10172</td> </tr> <tr> <td>INSURER C: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: Westchester Surplus Lines Insurance Co.	10172	INSURER C: Insurance Company of the West	27847	INSURER D: Evanston Insurance Company	35378	INSURER E:		INSURER F:	
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INSURER D: Evanston Insurance Company	35378														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 96837408 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 PD Ded. <input type="checkbox"/> Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GEC3000730-10	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	AEC004538610	2/28/2025	2/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI/PD Deductible \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G46863306 008	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WSA 5079182-00	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Transportation Pollution Liab	Y	Y	MKL7ENV104416	2/28/2023	2/28/2026	Each Pol. Condition Aggregate Retention \$5,000,000 \$10,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (General Liability Per Project Aggregate applies per written contract)

RE: Contract #003732, Exclusive Franchise Contract for the Area of South San Gabriel/Whittier Narrows
 Additional Insured: County of Los Angeles and its Special Districts, elected officials, officers, agents, and employees where required by written contract.
 Forms: CA0444 1013, CG2010 1219, CG2037 1219, CG2404 1219, IXI405 0910, MEEI007 0122, MEEI2220 1117, XIC411 1013, XIL424 0805, WC990634 0800

CERTIFICATE HOLDER County of Los Angeles Department of Public Works Business Relations and Contracts Division, 8th Flo Attn: David Pang 900 S. Fremont Ave. Alhambra CA 91803	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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 ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
 THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

POLICY NUMBER: AEC004538610

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: WARE DISPOSAL, INC.</p> <p>Endorsement Effective Date: February 28, 2025</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: GEC3000730-10

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GEC3000730-10

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GEC3000730-10

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law)</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 02/28/2025 forms a part of Policy No. AEC004538610 issued to Ware Disposal, Inc. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
County of Los Angeles Department of Public Works	Business Relations and Contracts Division, 8 th Floor Attn: David Pang 900 S. Fremont Avenue Alhambra, CA 91803	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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This endorsement, effective 12:01 a.m., 02/28/2025 forms a part of Policy No. GEC3000730-10 issued to Ware Disposal, Inc. by Greenwich Insurance Company.

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All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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ENVIRONMENTAL
POLICY NUMBER: MKLV7ENV104416

CONTRACTOR’S POLLUTION LIABILITY COVERAGE FORM

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ENVIRONMENTAL

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

INSURING AGREEMENT A.4. PROVIDES CLAIMS-MADE AND REPORTED COVERAGE FOR SUDDEN AND ACCIDENTAL DISCHARGE, RELEASE, OR ESCAPE OF POLLUTANTS AND REQUIRES THAT A CLAIM UNDER SUCH COVERAGE BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION VI – EXTENDED REPORTING PERIODS.

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy.

The word "insured" means any person or organization qualifying as such under Section III – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

SECTION I – COVERAGES

A. Insuring Agreements

The following Insuring Agreements apply only if that Insuring Agreement is shown as purchased by an "X" in the Declarations, and the "pollution condition" that causes a "loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible.

1. Contractor's Pollution Liability

We will pay on behalf of the insured those sums in excess of the Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay for "loss" resulting from a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" to which this insurance applies, provided:

- a. The "pollution condition" arises out of "your work"; and
- b. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the Policy Period.

With respect only to "bodily injury", "property damage", or "cleanup costs" caused by legionella pneumophila, there must be a direct relation to a documented case of a legionella pneumophila outbreak for coverage to apply.

2. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay for "loss" resulting from a "claim" for "bodily injury", "property damage", or "cleanup costs" resulting from a "transportation pollution condition" to which this insurance applies, provided:

- a. The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance", or by a "carrier" on your behalf; and
- b. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the Policy Period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any applicable federal, state, provincial, or local law.

3. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay for "loss" resulting from a "claim" for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" at, on or under, or migrating from a covered "non-owned disposal site", provided:

- a. The "pollution condition" originates at a "non-owned disposal site";
- b. The "pollution condition" arises from waste or material generated by "your work"; and
- c. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the Policy Period.

4. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay those sums that the insured becomes legally obligated to pay for "loss" resulting from a "claim" for "bodily injury", "property damage", or "cleanup costs" resulting from a sudden and accidental "pollution condition" originating at, on or under, or migrating from, a "covered location", provided:

- a. The sudden and accidental "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;
- b. The sudden and accidental "pollution condition" commences during the Policy Period;
- c. The sudden and accidental "pollution condition" is first discovered by any insured no later than 7 days after it commences, unless a different period is shown in the Schedule Of Covered Locations;
- d. The insured reports the commencement of the sudden and accidental "pollution condition" to us in writing no later than 21 days following its discovery by any insured, unless a different period is shown in the Schedule Of Covered Locations; and
- e. The "claim" is first made during the Policy Period or the Extended Reporting Period, as provided under Section VI – Extended Reporting Periods.

5. Crisis Management And Emergency Response Costs

We will indemnify you for:

- a. "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

- (1) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "loss" covered under this Policy;
- (2) Commences during the Policy Period; and
- (3) First becomes known to a "responsible insured" during the Policy Period and is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the end of the Policy Period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention or Deductible; and

- b. "Emergency response costs" you incur in excess of the Self-Insured Retention or Deductible shown in the Declarations as a direct result of the "pollution condition" that has resulted in a "loss" covered under this Policy.

B. Claims And Defense

1. With respect only to Insuring Agreements 1. through 4. above, coverage applies only if, prior to the Policy Period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the Policy Period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the Policy Period will be deemed to have been known prior to the Policy Period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the Policy Period and were not, prior to the Policy Period, known by any "responsible insured" to have occurred, includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the Policy Period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for damages because of the "bodily injury", "property damage", or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. We:

- a. Will have the right to investigate any "claim" to which this insurance applies;
- b. Will have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
- c. May, at our discretion, investigate any "pollution condition" and settle any "claim" that may result.

However:

- (1) We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply;
 - (2) The amount we will pay for "loss" is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible; and
 - (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.
3. All "claims" for damages arising out of the same, related, or continuous "pollution condition" will be considered a single "claim" and will be deemed to have been first made and reported or incurred at the time of the first "claim" is made against any insured.

Any "claim" for damages to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time, will be deemed to have been made at the time the first of those "claims" is made against any insured.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$500 a day because of time off from work.
- c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee only if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of that indemnitee has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "pollution condition" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement, or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable Limit Of Insurance in the payment of judgments, settlements, or supplementary payments, or the conditions, or terms of the agreement set forth above, are no longer met.

These payments will not reduce the Limits Of Insurance shown in the Declarations.

SECTION II – EXCLUSIONS

A. With respect to all Insuring Agreements and Supplementary Payments, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Criminal Fines Or Criminal Penalties

Any criminal fines or criminal penalties.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to, you. However, this exclusion does not apply if the real property or facility is operated or occupied by you for the purpose of performing "your work".

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

- (1) Employment by the insured; or
- (2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to liability assumed by you under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, this exclusion does not apply to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property; or
- b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

- (1) An insured who did not commit, participate in, or have knowledge of any of the acts described above;
- (2) Any failure to comply based upon your good faith reliance on written advice of qualified outside counsel received in advance of such non-compliance; or
- (3) Any failure to comply based upon your reasonable efforts to mitigate a "pollution condition" that necessitates immediate action, provided such "emergency response costs" are reported to us in writing within 96 hours of discovery of such "pollution incident".

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving a "pollution condition" at a "covered location" or resulting from "your work", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the Policy Period and was known to any "responsible insured" at any time before the beginning of the Policy Period. However, this exclusion does not apply to Insuring Agreement 4. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability under Section I – Coverages, A. Insuring Agreements if the known "pollution condition" is shown in a Schedule Of Known Pollution Conditions attached to this Coverage Form.

11. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under this Policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid, or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for:

- (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing, or packaging "waste";
- c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations.

13. Professional Services

"Loss" arising out of any alleged or actual act, error, or omission in the rendering of or failure to render "professional services" by you or any contractor or subcontractor working on your behalf. This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "pollution condition" which caused the "loss" involved the rendering of or failure to render "professional services".

However, this exclusion does not apply to a "claim":

- a. In which you committed an actual or alleged act, error, or omission relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such contractors or subcontractors are performing operations on your behalf at a job site; or
- b. Alleging liability for construction means, methods, techniques, sequences, or procedures utilized as part of "your work".

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading".

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any "covered location" or a location where "your work" is performed; and
- b. Coverage provided under Insuring Agreements A.2. Transportation Pollution Liability, A.3. Non-Owned Disposal Site Liability, or A.4. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Product

"Loss" arising out of "your product". However, this exclusion does not apply to any "loss" arising out of any waste generated for "your work" that is relinquished to others to recycle or beneficial reuse.

- B. With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement, this insurance does not apply to:

1. Asbestos

"Loss" in any way involving asbestos, asbestos products, asbestos fibers, or asbestos dust. However, this exclusion does not apply to asbestos in groundwater or soil.

2. Capital Expenditures

Any "capital expenditure" at a "covered location". However, this exclusion does not apply to any "capital expenditure" related to "emergency response costs" covered under Insuring Agreement A.4. Crisis Management And Emergency Response Costs, if shown as covered in the Declarations.

3. Lead Paint

"Loss" in any way involving a "pollution condition" that results from the existence, required removal, voluntary removal, or abatement of paint containing lead. However, this exclusion does not apply to lead based paint in groundwater or soil.

4. Material Change In Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations existing at this Policy's inception date as disclosed to us on the application and all supporting documentation.

5. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" at a "covered location", whether operational, closed, or removed.

6. Wells

"Loss" in any way involving the discharge, escape, migration, release or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral or geothermal well.

SECTION III – WHO IS AN INSURED

Each of the following is an insured under all Insuring Agreements and Supplementary Payments:

- A. If you are designated in the Declarations as:

- 1. An individual, you, and your spouse or "domestic partner", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.
- 3. A limited liability company, your members but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture, or limited liability company. Your "executive officers" and directors, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- B. Any subsidiary company of yours, other than a partnership, joint venture, or limited liability company, and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:
1. You report all such entities to us within 90 days after you have acquired the organization; and
 2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy.

However:

- a. Coverage is afforded only until the 90th day after you acquire the subsidiary or the end of the Policy Period, whichever is earlier; and
 - b. Coverage does not apply to "loss" that first commences before you acquired the subsidiary.
- C. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
- D. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives, or executors, but only with respect to such trustee's, representative's, or executor's vicarious liability resulting from "your work".
- E. Any organization, other than a partnership, joint venture, or limited liability company, you newly form during the Policy Period and over which you maintain ownership or majority interest, will qualify as an insured, if:
1. You have contractually agreed to provide insurance for such organization;
 2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy; and
 3. You report to us within 90 days after such formation that you formed the organization.

However:

- a. Coverage is afforded only until the 90th day after you form the organization or the end of the Policy Period, whichever is earlier; and
 - b. Coverage does not apply to "loss" that first commences before you formed the organization.
- F. Any person or organization with whom you have agreed to provide additional insured status in a written contract or agreement, executed prior to the:
1. Commencement of "your work"; and
 2. Date the "pollution condition" first commenced.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

However, any insurance afforded to such insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or agreement to provide for such insured; and
- c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

This Paragraph F. does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this Policy.

SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION OR DEDUCTIBLE

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".
2. Subject to the Combined General Aggregate Limit shown in the Declarations, the Coverage Form Aggregate Limit shown in the Declarations is the most we will pay for all "loss" arising out of all "pollution conditions" under all Insuring Agreements.
3. Subject to the Coverage Form Aggregate Limit shown in the Declarations:
 - a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement A.1. Contractor's Pollution Liability for all "loss" arising out of any one "pollution condition".
 - b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement A.2. Transportation Pollution Liability for all "loss" arising out of any one "transportation pollution condition".
 - c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement A.3. Non-Owned Disposal Site Liability for all "loss" arising out of any one "pollution condition" at a "non-owned disposal site".
 - d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement A.4. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for all "loss" arising out of any one "pollution condition".
 - e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement A.5. Crisis Management And Emergency Response Costs for the sum of all "crisis management costs" and "emergency response costs" arising out of any one "pollution condition".

The limits of insurance of this Policy apply separately to each Policy Period, unless the Policy Period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

The following applies only if Self-Insured Retention is selected in the Declarations:

1. You agree to assume the Self-Insured Retention shown in the Declarations. Our obligation to pay "loss" under this insurance and the applicable Limit Of Insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.
2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim" or "pollution condition" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the Limits Of Insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim" or "pollution condition" which appears likely to exceed the Self-Insured Retention.
4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim" or "pollution condition" to which this insurance applies. When we exercise this right, the following apply:
 - a. You will remain responsible for the cost of all "loss" within the applicable Self-Insured Retention;
 - b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim" or "pollution condition";
 - c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of "loss" that we pay for that "claim" or "pollution condition" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and
 - d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you

prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured, to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Deductible

The following applies only if Deductible is selected in the Declarations:

1. Our obligation to pay "loss" under this insurance and the applicable Limit Of Insurance shown in the Declarations applies only to the amount of damages in excess of the Deductible shown in the Declarations.
2. The Deductible applies separately to each "pollution condition", and may be applied to supplementary payments, settlements, or indemnification.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any "claims" seeking those damages; and
 - b. Your duties in the event of a "pollution condition";apply irrespective of the application of the Deductible.
4. At our sole election and option, we may either:
 - a. Pay any part or all of the Deductible to effect settlement of any "claim", and upon notification of the action taken, you must promptly reimburse us for that part of the Deductible that has been paid by us; or
 - b. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible, to be held and applied by us as herein provided.
5. In the event that you do not promptly comply with Paragraph 4. above, any cost we incur in collection of the Deductible including, but not limited to, collection agency fees, attorneys' fees, and interest, will be added to and applied in addition to the Deductible without limitation to such costs.
6. If the same, related, or continuous "pollution condition" results in coverage under more than one Insuring Agreement under this Policy, then only the highest Deductible shown in the Declarations of all Insuring Agreements applicable to the "pollution condition" will apply.

D. Mediation

If we jointly agree with the first Named Insured to utilize "mediation" as a means to resolve a "claim" made against you and such "claim" is resolved as a direct result of and during, or directly after, such "mediation" with the same mediator, the Deductible or Self-Insured Retention shown in the Declarations will be reduced by 50% subject to a maximum reduction of \$25,000 of all "claims" resolved by "mediation". We will reimburse the first Named Insured for any such reimbursable Deductible payments made prior to the "mediation" as soon as practicable after the conclusion of such "mediation".

E. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" will be treated as a single "claim".

SECTION V – CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this Policy.

C. Duties In The Event Of A Pollution Condition Or Claim

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition". To the extent possible, notice must contain:

- a. How, when, and where the "pollution condition" took place;
 - b. The names and addresses of any claimants, injured persons, and witnesses;
 - c. The nature and location of any injury or damage arising out of the "pollution condition";
 - d. The date and details of "your work" that may have caused the "pollution condition";
 - e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed; and
 - f. Details explaining how the insured first became aware of the "pollution condition".
2. If a "claim" is made against any insured:
- a. You must record and notify us as soon as practicable in writing the specifics of the "claim" and the date received; and
 - b. You and any other involved insured must:
 - (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement, or defense of the "claim";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
 - (5) Submit to examination under oath as often as reasonably required by us.
3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent. However, written consent is not required with respect to:
- a. "Crisis management costs" that have been reported in accordance with Insuring Agreement A.5. Crisis Management And Emergency Response Costs; or
 - b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
4. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

D. Independent Counsel

In the event the insured is entitled by applicable law to select independent counsel to defend a "claim" or "suit" at our expense, the attorneys' fees and all other expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar claims or suits in the community where the "claim" arose or the "suit" is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competence including at least 5 years of experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage with a limit at least equal to this Policy's applicable Each Insuring Agreement Limit.

With respect to any such counsel, the insured agrees that counsel will:

1. Respond timely and regularly to our request for information regarding the "claim" or "suit"; and
2. Provide regular status reports, budgets, case plans, and updates on significant developments.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

E. Legal Action Against Us

No person or organization has a right under this Policy to:

1. Join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. Sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this Policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

F. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this Policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2. below applies. If this insurance is primary:

- a. This insurance is not contributory with any other insurance available to any third party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work".
- b. Our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 3. below.

2. Excess Insurance

- a. This insurance is excess over:
 - (1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
 - (2) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
 - (3) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;
 - (4) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;
 - (5) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or
 - (6) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:
 - (a) "Transportation pollution condition", if Insuring Agreement A.2. Transportation Pollution Liability is shown as purchased in the Declarations; or
 - (b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement A.3. Non-Owned Disposal Site Liability is shown as purchased in the Declarations.
- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Policy.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first. However, our contribution will not apply until our applicable Deductible or Self-Insured Retention is satisfied.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

G. Premium Audit

1. We will compute all premiums for this Policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is more than the greater of the earned premium or Minimum Retained Premium shown in the Declarations, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

H. Representations

By accepting this Policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

I. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

J. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we will waive any right of recovery we may have against any person(s) or organization(s) to whom the insured agrees in a written contract signed by both parties prior to the "loss", to provide a waiver of transfer of rights of recovery with respect to "claims" that result from "your work" under such contract(s). This waiver will not apply for "losses" resulting from the sole negligence of such person(s) or organization(s).

SECTION VI – EXTENDED REPORTING PERIOD

With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement:

- A.** We will provide one or more Extended Reporting Periods, as described below, if:
1. The coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability is cancelled or not renewed; or
 2. We renew or replace the coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability with insurance that:
 - a. Has a retroactive date later than the Retroactive Date shown in the Declarations; or

b. Does not apply to "claims" that result from a "pollution condition" on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

- B. The Extended Reporting Periods do not extend the Policy Period or change the scope of coverage provided. They apply only to "claims" that result from "pollution conditions" that occur before the end of the Policy Period, but not before the Retroactive Date, if any, shown in the Declarations, provided the "claim" is first made against the insured during the Policy Period and reported to us during the Policy Period or the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be cancelled.

- C. The Extended Reporting Periods will not reinstate or increase the Limits Of Insurance shown in the Declarations.

- D. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Policy Period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- E. An Optional Extended Reporting Period is available, subject to Paragraph F. below, but only by an endorsement for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph D. above, ends.

You must give us a written request for the endorsement within 90 days after the end of the Policy Period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of insurance available under this Policy for future payment of "loss"; and
4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

- F. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. You fail to repay any Self-Insured Retention or Deductible amount we have paid;
3. You have purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this Policy, including any addenda thereto, contains any material misrepresentation of fact.

SECTION VII – DEFINITIONS

- A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress, sustained by any person, including medical monitoring or death resulting from any of these at any time.
- C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".
- D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
- E. "Claim" means the insured's or our receipt of:
1. A written demand for reimbursement of "loss"; or
 2. The service of "suit" or institution of arbitration proceedings against the insured.

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F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of "pollutants", or any reasonable and necessary expense incurred in response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary clean up or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;
2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

"Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories and possessions; and
2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph 1. above.

"Coverage territory" does not include military bases or installations not located in Paragraph 1. above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Covered location" means any real property owned, leased, or operated for use as an office, warehouse, or for equipment storage by you at the time of the "loss" and as of the first date of the Policy Period shown on the Declarations.

K. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonable withheld.

L. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and
2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:
 - a. Managing the media in direct response to a "crisis management event" to which this insurance applies; or
 - b. Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

M. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or
2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, in our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

- N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:
1. "Bodily injury" or "property damage" to third parties is imminent; or
 2. "Cleanup costs" pursuant to environmental law are incurred.
- P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- Q. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- R. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or
 2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
- S. "Insured contract" means:
1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "cleanup costs" to a third person or organization, provided the "bodily injury", "property damage", or "cleanup costs" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph 2. does not include that part of any contract or agreement:
- a. That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - b. Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in a. above and supervisory, inspection, architectural, or engineering activities.
- T. "Loading or unloading" means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto a vehicle;
 2. While it is in or on a vehicle; or
 3. While it is being moved from a vehicle to the place where it is finally delivered.
- U. "Loss" means:
1. The insured's legal liability for a monetary judgment, award, or settlement, including punitive damages and exemplary damages where insurable by applicable law, for "bodily injury" or "property damage",
 2. "Cleanup costs" with respect to Insuring Agreements A.1. through A.4.; or
 3. "Crisis management costs" or "emergency response costs" with respect to Insuring Agreement A.5.;
- as applicable when shown as purchased in the Declarations.

- V. "Mediation" means non-binding dispute resolution conducted by a neutral third party to effect settlement of a "claim".
- W. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.
- X. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- Y. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":
 - 1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
 - 2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and
 - 3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priority List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".
- Z. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material or matter, irritant, or contaminant including smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, and waste.

With respect to Insuring Agreements A.1. Contractor's Pollution Liability and A.5 Crisis Management And Emergency Response Costs only, if shown as purchased in the Declarations, "pollutants" includes "mold" and legionella pneumophila.

AA."Pollution condition" means:

- 1. The discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants"; or
- 2. The illicit abandonment of "pollutants" by a third party without your consent at a job site or a "covered location".

With respect to Insuring Agreements A.2. Transportation Pollution Liability and A.5. Crisis Management And Emergency Response Costs only, if shown as purchased in the Declarations, "pollution condition" includes "transportation pollution condition".

BB."Professional services" means those functions performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

CC."Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
- 2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or
- 3. "Natural resource damages".

DD."Responsible insured" means:

- 1. You, your "executive officer", director, partner, member, or manager;
- 2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs control or compliance; or
- 3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this Policy.

EE. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs".

However, such "restoration costs":

1. Will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs"; or
2. Will not include costs associated with improvements or betterments, ordinance, or law, except to the extent:
 - a. Such improvements or betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property; and
 - b. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on our judgment in our sole discretion.

FF. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "cleanup costs" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

GG. "Temporary storage" means storage of materials in a locked and secure storage container with clearly posted warning signs for a period of up to 30 days at a premise you own or rent. "Temporary storage" does not include storage of materials at any site at which you are performing "your work".

HH. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a "covered location" or a jobsite.

II. "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured.

"Transported cargo" also includes the insured's "cargo" during "loading or unloading" to or from a "covered conveyance".

JJ. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

KK. "Your product":

1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and
 - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

LL. "Your work":

1. Means:
 - a. Contracting work or contracting operations as disclosed in the application or which are specifically endorsed to this Policy performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and
 - b. Materials, parts, or equipment furnished in connection with such work or operations.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";
 - b. The providing of or failure to provide warnings or instructions;
 - c. The "completed operations" of "your work"; and
 - d. With respect to Insuring Agreement A.1. Contractor's Pollution Liability, the "temporary storage" of asbestos, or any material or substance containing asbestos, asbestos fibers, or asbestiform talc that was removed in the course of "your work".



ENVIRONMENTAL
POLICY NUMBER: MKLV7ENV104416

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(s) below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- PROFESSIONAL LIABILITY COVERAGE FORM
- SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Person Or Organization: County of Los Angeles, Department of Public Works, Business Relations and Contracts Division, Attn: David Pang Address: 900 S. Fremont Avenue, 8th Floor, Alhambra, CA 91803 Number Of Days Advance Notice: 30

If we cancel this policy, we will mail to the Person Or Organization shown in the Schedule of this endorsement advance written notice of cancellation at the Address shown in the Schedule of this endorsement. Such notice will be sent no less than the Number Of Days Advance Notice shown in the Schedule of this endorsement prior to the effective date of cancellation.

All other terms and conditions remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 34

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHOM
THE NAMED INSURED IS REQUIRED UNDER
WRITTEN CONTRACT TO FURNISH THIS WAIVER

CALIFORNIA OPERATIONS ONLY

Policy Number: WSA 5079182-00

Insured: Ware Disposal Inc

Endorsement Effective: 8/1/2024

Coverage Provided by: Insurance Company of

Issue Date: 7/30/2024

the West

WC 99 06 34
(Ed. 8-00)

Countersigned by:

POLICY NUMBER: AEC004538610

XIC 411 1013

ENDORSEMENT #011

This endorsement, effective 12:01 a.m., February 28, 2025 forms a part of Policy No. AEC004538609 issued to WARE DISPOSAL, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

- A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:
 - 1. You, while using a covered "auto"; or
 - 2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
 - C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

XIC 411 1013

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Page 1 of 1

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KESS 03/21/2016

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 02/28/2025, forms a part of
Policy No. GEC3000730-10 issued to Ware Disposal, Inc.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
©, 2005, XL America, Inc.

Bond No. CMS0355480
 Premium: \$2,760

BOND FOR FAITHFUL PERFORMANCE
 Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That Ware Disposal, Inc.

("Principal") and RLI Insurance Company ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of One Hundred Eighty Four Thousand Thirteen Dollars and 86/100 (\$184,013.86) dollars for the payment of which sum, the Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee entitled (Title) Exclusive Franchise Agreement for the Area(s) of South San Gabriel/Whittier Narrows, Contract No. 003732 (the "Franchise Agreement") for the performance of the terms, conditions, covenants and obligations and services set forth in the Franchise Agreement, including but not limited to providing Franchise services in bins or dumpsters and roll-off boxes in the unincorporated areas of Los Angeles County and payment of the applicable Franchise fee; and payment of any liquidated damages assessed pursuant to the Franchise Agreement; and

WHEREAS, the Franchise Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every covenant and obligation in the Franchise Agreement at the time and in the manner specified in the Franchise Agreement during the term of this bond, and shall reimburse the Obligee for all loss and damage which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be void, otherwise it shall remain in full force and effect.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning July 1, 2025 and ending July 1, 2026.
2. In the event of default by the Principal in the performance of the Franchise Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to damages as described in Section 15 of the Franchise Agreement. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Obligee as soon as practicable after the amount is determined, and tender payments to the Obligee to secure substitute services, remedy damages incurred, and ensure satisfaction of all performance obligations as set forth in Section 15 of the Franchise Agreement and only for the purpose of enforcing such Franchise Agreement obligations as they pertain to this bond.
3. Except for a claim for compensatory damages as defined in Section 12, D.1 of the Franchise Agreement, no claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless it be brought or instituted and process served upon the Surety within two years after the expiration of the stated terms of this bond.
4. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute loss by the Obligee recoverable under this bond, notwithstanding any language in the Franchise Agreement to the contrary.
5. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety.
6. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
8. Other than the Surety's right to renew this bond to extend its termination date, the Surety stipulates and agrees that any change, extension of time, alteration or addition to the terms of the Contract, including alterations in the work to be done, or increase or decrease of the material to be furnished, shall not in any way release either the Principal or Surety, and Surety hereby waives notice of any such change, extension of time, alteration or addition.

9. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

Signed and sealed this 22nd day of May, 2025

Ware Disposal, Inc.
Principal

RLI Insurance Company
Surety

BY: [Signature] (Seal)
Michael [Signature] President
Name and Title

BY: [Signature] (Seal)
Laura L. Plaisant
Attorney-in-fact

BY: [Signature]
REN WARE VP
Name and Title

SEE ATTACHED CERTIFICATE
DATE 6/3/25 NOTARY INITIALS DN

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

SEE ATTACHED CERTIFICATE
DATE 6/3/25 NOTARY INITIALS DN

BY: [Signature]
Deputy

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Orange

On June 3rd, 2025 before me, D. Mulugeta,
Notary Public,

personally appeared Judith Ware
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 D. Mulugeta



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond For Faithful

(Title or description of attached document)

Performance

(Title or description of attached document continued)

Number of pages 2 Document Date 6/3/25

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
21163 Newport Coast Dr
Newport Coast, CA 92657

949-423-2134 tel
949-520-7016 fax

store7336@theupsstore.com
www.TheUPSStore.com/7336

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Orange

On June 3rd, 2025 before me, D. Mulugeta,
Notary Public,

personally appeared Ben Ware,
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 D. Mulugeta



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond For Faithful

(Title or description of attached document)

Performance

(Title or description of attached document continued)

Number of pages 2 Document Date 6/3/25

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
21163 Newport Coast Dr
Newport Coast, CA 92657

949-423-2134 tel
949-520-7016 fax

store7336@theupsstore.com
www.TheUPSStore.com/7336

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

On May 22, 2025 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Laura L. Plaisant
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

James P. Vawter, Mark C. Johnson, Cathy D. Gagnon, Laura L. Plaisant, Jeff Prevost, Robert J. Simmons Jr., jointly or severally

in the City of San Ramon, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of September, 2023.



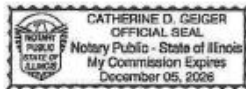
**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of May, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

0475243028212

A0058D19

Exhibit 17-Contractor Documentation

Item B.7 – INTERNAL REVENUE SERVICE NOTICE 1015

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

Item B.7 – INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 3, 2025.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2024)
Cat. No. 205991

Exhibit 17-Contractor Documentation

Item B.8 CONTRACTOR'S EEO CERTIFICATION

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

Item B.8 Contractor's EEO Certification

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Ware Disposal Inc.
Address	1035 East 4th Street, Santa Ana, California 92701 4750
Internal Revenue Service Employer Identification Number	95 374 3725

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Exhibit 17-Contractor Documentation

Item B.9 – INTENTIONALLY OMITTED

This item consists of 1 page (including this page).

Exhibit 17-Contractor Documentation

Item B.10 – SHARPS COLLECTION

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

Item B.10 – SHARPS COLLECTION

Sharps Collection Program

Within one week after residential customers' request, Ware Disposal Inc. will provide said subscription customer, at the customers' residential premises, without surcharge to the County or customer, an approved container for sharps disposal in accordance with Applicable Laws.

Ware Disposal Inc. will provide 1 gallon and/or 2 gallon SHARP containers pre approved by the County of Los Angeles. Upon request by the subscriber, Ware Disposal Inc. personnel will personally and promptly deliver an empty Sharps container kit.

Each kit includes:

1. A government-approved plastic container specially-designed for sharps waste
2. Postage-prepaid mail-back shipping box
3. Pre-addressed shipping labels
4. Prepaid disposal

Ware Disposal Inc. has identified BD Sharps Disposal as their container and autoclave vendor for sharps disposal. BD Sharps Disposal is the nation's largest supplier and processor of medical and sharps waste.

Once the pre-approved container is full, the subscriber completes a simple tracking form and ships the container back to BD Sharps Disposal in the mail-back box. Upon receipt, BD Sharps Disposal documents the delivery and properly treats and destroys the sharps container and its contents. It's convenient, safe, and confidential.

Upon shipment to BD Sharps Disposal, the subscriber shall be required to contact Ware Disposal Inc. for a new replacement container. Ware Disposal Inc. shall distribute the 1-gallon or 2-gallon containers to each subscriber up to four times per year. If multiple residents in the same dwelling require additional capacity, Ware Disposal Inc. may increase the container size and/or frequency upon mutual agreement with the subscriber, County staff and Ware Disposal Inc. management.

Ware Disposal Inc. will collect, transport and dispose of materials in accordance with Applicable Laws and will provide the following:

- a. Distribution of County approved Sharps containers (to include outreach efforts)
- b. Collections of Sharps containers
- c. Proper handling and disposal of containers in accordance with Applicable Laws.

Exhibit 17-Contractor Documentation

Item B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM

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

Item B.11 – MULCH AND COMPOST GIVEAWAY PROGRAM

Ware Disposal Inc. will, twice annually, publicize and offer occupants mulch and compost at no additional charge to customers, occupants or County. This will occur once in the Spring and again in the Fall or at alternate dates as requested or approved by the Director. Ware Disposal Inc. will use reasonable business efforts to offer mulch and compost that have been produced by the South San Gabriel/Whittier Narrows franchise community.

Ware Disposal Inc. will offer at least 40 cubic yards of mulch and 40 cubic yards of compost at each event, or any volume requested by the Director not to exceed 80 cubic yards of mulch and 80 cubic yards of compost per event.

Ware Disposal Inc. will comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of green waste.

Exhibit 17-Contractor Documentation

Item B.12 – INTENTIONALLY OMITTED

This item consists of 1 page (including this page).

Exhibit 17-Contractor Documentation

Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS

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

Item B.13 – DIRECTOR-APPROVED SUBCONTRACTORS

None to report; Ware Disposal Inc. possesses the necessary equipment and vehicles to provide service without subcontractors.

Exhibit 17-Contractor Documentation

Item B.14 – BACKUP SERVICE PLAN

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

Item B.14 – BACKUP SERVICE PLAN

WARE DISPOSAL INC. shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. An example is if WARE DISPOSAL INC.'S drivers strike or it is not possible to provide Contract Services in difficult to service areas due to severe weather conditions, especially on hillsides. In the event there is a protracted service disruption due to any cause, WARE DISPOSAL INC. will institute many proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting Collection, Transportation, and Disposal services that WARE DISPOSAL INC. is not providing, WARE DISPOSAL INC. shall not charge Customer or COUNTY for any of the services described below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

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

2. Offer Self-Hauling Solid Waste to a Facility

WARE DISPOSAL INC. will offer each Occupant the option of direct hauling and disposing of their solid waste at a facility normally used by WARE DISPOSAL INC. for this Contract, 6 days per week. WARE DISPOSAL INC. shall only charge the Customer for disposal costs for quantities beyond the Customer's normal service levels as evident in a copy of a recent bill provided by the Customer or Occupant. For example, a resident with 96-gallon Refuse, Recyclables and Green Waste Carts may Dispose up to 0.5 cubic yards of Refuse and Divert up to 0.5 cubic yards of Recyclables and Green Waste each week.

Additionally, if Director determines the distance to the facilities is too far from Occupants, WARE DISPOSAL INC. will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

3. Inform Customers of Temporary Procedures

WARE DISPOSAL INC. guarantees the above service and disposal options will be made readily available to each Occupant. WARE DISPOSAL INC. will provide Customers and Occupants with information on where and how to dispose of their solid waste by the following means:

- A phone option on its customer service line to hear a taped looped message.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with WARE DISPOSAL INC. to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.

- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, email, or text messages.

4. Credit Policy for Missed Contract Services

a. Missed Curbside Collection

Since Customer is expecting a Collection Service not provided, WARE DISPOSAL INC. shall automatically credit Customer for each missed collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, WARE DISPOSAL INC. would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

b. Other Customer Services

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

5. Provide Replacement Drivers and Security

WARE DISPOSAL INC. 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, WARE DISPOSAL INC. shall be properly staffed to provide drop-off services for each Occupant. In addition to WARE DISPOSAL INC. staff, WARE DISPOSAL INC. shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, WARE DISPOSAL INC. shall work closely with a private security firm to guarantee a safe and consistent operation.

6. Identify Customers Requiring Priority Service

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

Exhibit 17-Contractor Documentation

Item B.15 –KEY PERSONNEL

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

CONTRACT SERVICES MANAGERS	
Mr Jay Ware, General Manager	Mr Jason Bryce Rush, Legislative Director
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x105 M 714 906 2887	T 714 664 0677 x100 M 714 906 2403
jay@waredisposal.com	jason@waredisposal.com
AUTHORIZED REPRESENTATIVES	
Mr Jay Ware, General Manager	Mr Jason Bryce Rush, Legislative Director
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x105 M 714 906 2887	T 714 664 0677 x100 M 714 906 2403
jay@waredisposal.com	jason@waredisposal.com
LEAD PERSONS	
Mr Manuel Gonzales, Senior Operations Manager	Mr Jay Ware, General Manager
1451 Manhattan Avenue, Fullerton, California 92831 5221	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x113 M 714 488 0866	T 714 664 0677 x105 M 714 906 2887
manny@waredisposal.com	jay@waredisposal.com
EMERGENCY CONTACT (outside Contractor's office hours)	
Mr Jay Ware, General Manager	
M 714 906 2887 jay@waredisposal.com	
KEY PERSONNEL	
Mr Jay Ware, General Manager	Mr Jason Bryce Rush, Legislative Director
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x105 M 714 906 2887	T 714 664 0677 x100 M 714 906 2403
jay@waredisposal.com	jason@waredisposal.com
Mr Manuel Gonzales, Senior Operations Manager	Mr Brad Timmons, Senior Sales Manager
1451 Manhattan Avenue, Fullerton, California 92831 5221	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x113 M 714 488 0866	T 714 664 0677 x123 M 949 636 9741
manny@waredisposal.com	brad@waredisposal.com

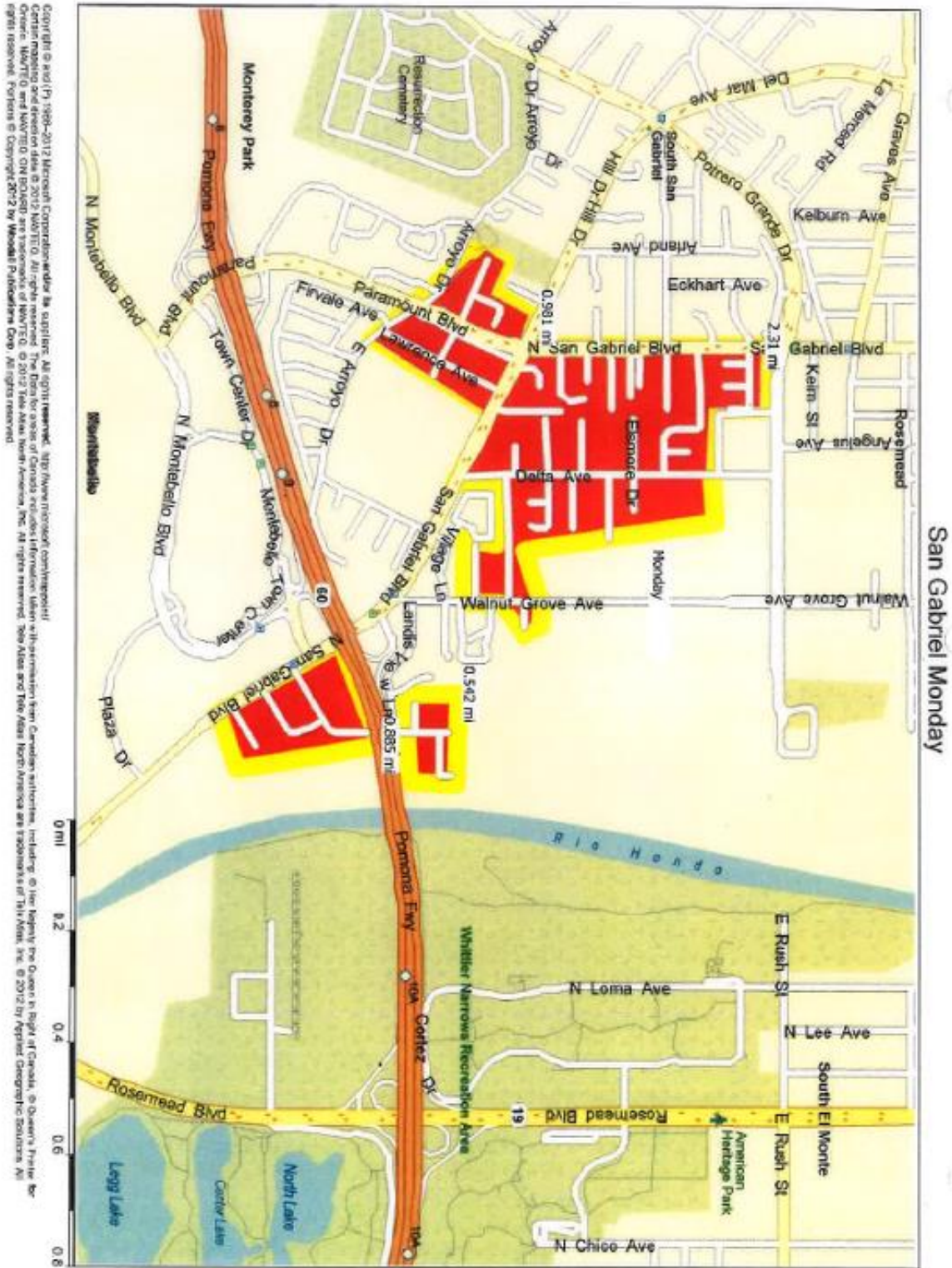
Ms Nicole Seyle, Recycling Coordinator	Mr Antonio Mejia, Residential Route Supervisor
1740 South Los Angeles Street, Suite 212, Los Angeles, California 90015 3658	1451 Manhattan Avenue, Fullerton, California 92831 5221
T 213 275 1146 x123 M 714 425 2680	T 714 664 0677 x104 M 714 454 3662
nicole@waredisposal.com	tony@waredisposal.com
Mr Edward Lara, Bulky Item Collection Supervisor	Mr Ivan de Jesus Buelna, Mechanic Supervisor
1451 Manhattan Avenue, Fullerton, California 92831 5221	1451 Manhattan Avenue, Fullerton, California 92831 5221
T 714 664 0677 x114 M 714 713 8638	T 714 664 0677 M 714 612 4204
eddie@waredisposal.com	ivan@waredisposal.com
Ms Monique Rodriguez, South Whittier CSR Manager	Mr Jose Lazaro, Senior CSR Manager
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x116, M to be assigned	T 714 664 0677 x 121 M 714 710 2469
monique@waredisposal.com	jose@waredisposal.com
Mr Jose Chavez, Project Coordinator/H.R.	Mr Michael Shaffer, Chief Financial Officer
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x443 M 714 343 7033	T 714 664 0677 x118 M 949 836 2374
josec@waredisposal.com	michael@waredisposal.com
Yolanda Mora, Senior A/R Manager	Judith Helaine Ware, President
1035 East 4 th Street, Santa Ana, California 92701 4750	1035 East 4 th Street, Santa Ana, California 92701 4750
T 714 664 0677 x102 M 714 785 7845	T 714 664 0677 x106, M 714 906 5839
yolanda@waredisposal.com	judith@waredisposal.com
SERVICES SAFETY OFFICIAL	
Mr Manuel Gonzales, Senior Operations Manager	
1451 Manhattan Avenue, Fullerton, California 92831 5221	
T 714 664 0677 x113 M 714 488 0866	
manny@waredisposal.com	

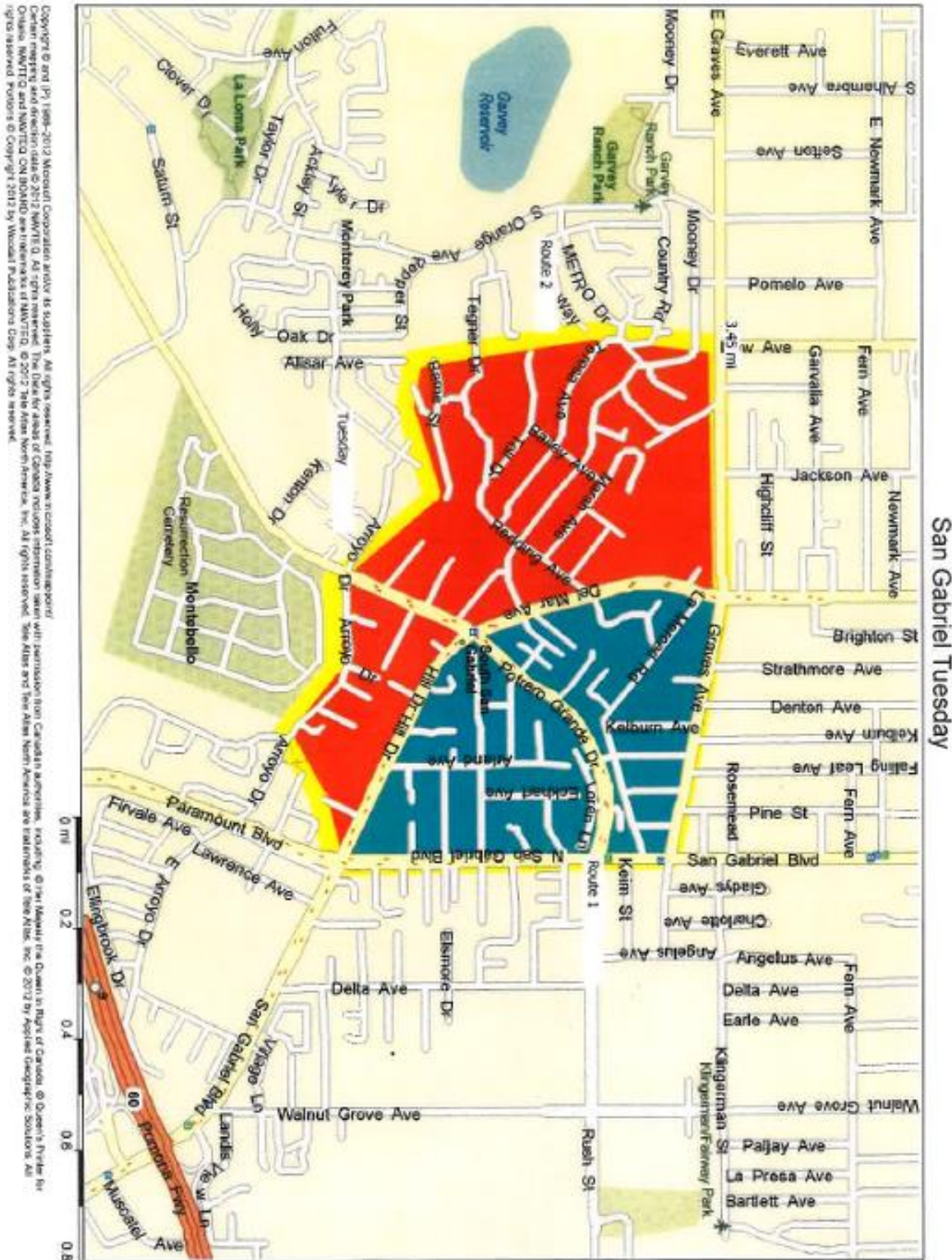
Exhibit 17-Contractor Documentation

Item B.16 – ROUTE MAPS

This item consists of 6 pages (including this page).

Item B.16 – ROUTE MAPS





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Route Start/End points:

Monday Route 1: 623 Hazel Avenue start, 8405 Yarrow Street end

Monday Route 2: 8358 Sierra Bonita Ave start, 8109 Orange Street end

Tuesday Route 1: 2046 Agnolo Drive start, 1920 Avinger Drive end

Tuesday Route 2: 2136 Kays Avenue start, 7265 Tegner Drive end

Tuesday Route 3: 1411 Aramac Avenue start, 8163 Lake Knoll Drive end

Thursday Route 1: 1922 Bunker Avenue start, 7936 Lake Knoll Avenue end

Exhibit 17-Ware Disposal Inc. Documentation

Item B.17 – FACILITIES AND SOLID WASTE FACILITIES

This item consists of 16 pages (including this page).

Item B.17 – FACILITIES AND SOLID WASTE FACILITIES

BLACK CART:

Grand Central Recycling and Transfer Station, (GCR)

SWIS# 19-AA-1042
999 South Hatcher Ave.
City of Industry, CA 91748
General Manager – Mr. Peter Perez
Office 626-855-5556
Administrative Assistant – Mary Zamarripa
Office 626-855-5626
Final destination—El Sobrante Landfill
Rate: \$72.50/ton

Puente Hills Material Recovery Facility

SWIS No. 19-AA-1043
Sanitation Districts of Los Angeles County
Solid Waste Management Department
1955 Workman Mill Rd.
Whittier, Ca. 90607

Ms. Nancy Hayes
562-699-7411 Ext 1120
Final destination—El Sobrante Landfill, Prima Descheca Landfill
Rate: \$92.04/ton

BLUE CART

Grand Central Recycling and Transfer Station, (GCR)

SWIS# 19-AA-1042
999 South Hatcher Ave.
City of Industry, CA 91748
General Manager – Mr. Peter Perez
Office 626-855-5556
Administrative Assistant – Mary Zamarripa
Office 626-855-5626
Final destination—End markets, residual to El Sobrante Landfill
Rate--\$50.00/ton

Madison Materials

SWIS No. 30-AB-0386
1035 East 4th Street
Santa Ana, California 92701 4750
T 714 664 0696
Jay Ware, General Manager
jason@waredisposal.com
Final destination—End markets, OCWR landfill system
Rate: \$75.00/ton

GREEN CART:

Grand Central Recycling and Transfer Station, (GCR)

SWIS# 19-AA-1042
999 South Hatcher Ave.
City of Industry, CA 91748
General Manager – Mr. Peter Perez
Office 626-855-5556
Administrative Assistant – Mary Zamarripa
Office 626-855-5626
Final product distributed through GCR
Rate--\$82.50/ton

Madison Materials

SWIS No. 30-AB-0386
1035 East 4th Street
Santa Ana, California 92701 4750
T 714 664 0696
Jay Ware, General Manager
jason@waredisposal.com
Final destination—Tierra Verde Industries, Irvine, California
Rate--\$90.00/ton

BULKY ITEMS:

Madison Materials

SWIS No. 30-AB-0386
1035 East 4th Street
Santa Ana, California 92701 4750
T 714 664 0696
Jay Ware, General Manager
jason@waredisposal.com
Final destination—End markets, other markets
Rate: \$75.00/ton

Electronic waste and recycling materials will be processed through Grand Central Recycling and Transfer Station.

E-Recycling of California (Cal EPA# CAL000130029)

Ms. Maureen Craine
7230 Petterson Lane
Paramount, Ca. 90723-2022
Ph: 562-634-8372
Fax: 562-634-8029
mcraine@erecyclingofcalifornia.com

Madison Materials Facility Methodology Statement:

Permissions

1. The acceptance and processing of non-hazardous solid waste is limited to construction and demolition waste, commercial solid waste, industrial waste, inert wastes, source separated residential refuse, and separated for reuse recyclables.
2. No more than 25 tons of combined universal waste and electronic waste shall be received at the facility per day.

Prohibitions

1. Madison Materials shall not receive waste from food establishments (e.g., restaurants, grocery stores, cafeterias, etc.) and residential units which has not been source separate to remove all food material and putrescible waste. At no time will Madison Materials have on site any amount of putrescible waste that is contributing to a nuisance as determined by the LEA.
2. Madison Materials is strictly prohibited from accepting the following types of waste: agricultural solid wastes, animal flesh or parts, ashes, biohazardous wastes, biosolids, food material/waste, friable asbestos, grease trap pumping, hazardous waste that is not classified as universal waste, incinerator residue, liquid waste, manure, medical waste, oil field operating waste, radioactive waste, semi-solid waste, septic tank pumping, sewage sludge, and street refuse.
3. Scavenging or open burning.
4. Chipping, grinding, or composting.

Methodology of Allocating Materials at Madison Materials

Ware Disposal's protocol is based on a comparison of positive sorts done at Madison Materials and then compared to the diversion allocations provided by the subject facility. Our protocol for Conducting Quarterly Diversion Allocation Audits is described below.

Every load brought to a MRF from a jurisdiction is recorded by the jurisdiction of origin at the scale house. Incoming loads from the County will be deposited on the tipping floor. These loads are not mixed with any other jurisdictions' until the point of processing as it is infeasible to separate and process each jurisdiction's loads separately. Madison Materials has employed a process for allocating tonnage to each city that receives diversion credit. This allocation system is quite similar to that found at other Orange County transfer stations. It has been formulated to be as transparent as it can be as it relates to mixed material recovery facility processing. This type of methodology has already been reviewed by the Orange County Waste and Recycling (OCIWMD) and is consistent with existing policies regarding said issue of the California Resources Recycling and Recovery (Cal-Recycle).

The County's allocation percentage is established as follows. Ware Disposal (through Madison Materials) will separate loads from the County and will characterize the loads in the following order of residential recyclables, commercial, and roll-off (construction and demolition). Each characterization is accomplished by hand sort, and weights are established for each of the three waste categories. A five-day sampling is conducted to account for changes in the waste stream over the course of a week. These daily samples are then averaged to produce a quarterly characterization that is used to

establish the allocation percentage for the County. This characterization process is repeated every quarter to establish the next quarter's allocation to account for seasonal fluctuations. Madison Materials has run tests on the jurisdictions it currently services and the testing has proven to be successful and has resulted in diversion rates in excess of 50%.

The recyclable commodities from this process are recovered paper, cardboard, newsprint, plastics 1-7, scrap metal, non-ferrous metals, aluminum, wood, green waste, drywall, concrete, dirt, asphalt, roofing materials and other assorted recyclable materials. Madison Materials has a successful track record over the past ten (10) years in marketing all of the aforementioned commodities. The results of this recovery process will be reported to the County of Los Angeles as specified in the franchise agreement.

Puente Hills Material Recovery Facility Methodology Statement:

TYPES OF MATERIALS ACCEPTED/REJECTED:

PUENTE HILLS MATERIAL RECOVERY FACILITY:

TYPES OF WASTE ACCEPTED

A variety of different types of waste and recyclables are accepted, including:

- Residential waste
- Commercial waste
- Industrial waste
- Construction and demolition waste

TYPES OF RECYCLABLES THAT ARE PAID FOR OR ACCEPTED AT A REDUCED TIPPING FEE

Some recyclables are accepted at either reduced tipping fees, while others can receive a cash payment. These recyclables include:

- Greenwaste
- Newspaper
- Cardboard
- Mixed paper
- Mixed recyclables containing scrap metal, scrap plastics, bottles, aluminum cans, cardboard, paper, etc.
- Mixed rigid plastics (plastic buckets, crates, children's toys, etc.)

TYPES OF RECYCLABLES THAT ARE RECOVERED

A variety of recyclables are recovered. While some can receive a cash payment or a reduced tipping fee (as listed above), various types of recyclables are recovered, including the following:

- Greenwaste
- Newspaper
- Cardboard
- Mixed paper
- Mixed rigid plastics
- Mattresses
- Wood waste
- Carpet and carpet padding
- Scrap metal
- Beverage containers with redemption value (glass, plastic and aluminum)
- Tin cans
- Asphalt, dirt, and concrete

UNACCEPTABLE MATERIAL THAT WILL BE REJECTED:

- Whole tires from motorcycles, cars and trucks
- Liquid waste
- Hazardous materials, chemicals, or paint
- Salt/brine, detergents
- Sandblasting sand, fly ash and all special wastes
- Used oil or material contaminated with oil
- Treated wood waste
- Non-hazardous wastes containing asbestos
- Pharmaceutical (medicines)
- E-waste

Allocation Methodology for Calculating Diversion for Source Separated Commingled Recyclables at the PHMRF and DART

The County Sanitation Districts of Los Angeles County (Districts) own and operate the Downey Area Recycling and Transfer Facility (DART) located in the City of Downey, and the Puente Hills Materials Recovery Facility (PHMRF) located in an unincorporated portion of Los Angeles County near the City of Whittier.

A. Description of Recovery at the PHMRF:

The DART facility has two sorting systems and the PHMRF has one sorting system. All inbound loads of commingled recyclable materials are weighed, inspected and dumped in the tipping area of the facilities. At the facility's weigh scale station, a computer transaction is created and the hauler, type of material, jurisdiction of origin and net weight of each load is recorded. Each load is inspected after it is dumped in order to ensure that it meets quality standards. The loads are then pushed in to a pile with other loads of commingled recyclables. Front end loaders are used to push the material onto a conveyor which feeds the manual and/or mechanical sorting systems.

At these sorting systems, recyclable materials are separated and placed into dedicated bunkers or bins and the residual waste is conveyed back to the tipping area for disposal. Commodities recovered may include, but are not limited to, cardboard, mixed paper, aluminum cans, HDPE color containers, HDPE natural containers, PETE containers, mixed rigid plastics, scrap metal and glass. The recyclable materials are either shipped directly to markets in bulk (if not baleable), or are conveyed to a baler to be baled. Baled recyclables are loaded into containers and then shipped to markets. For each load of recyclables shipped out, a computer transaction is created at the facility's weigh scale station, and the destination, material type and net weight is recorded.

B. Description of the Allocation Methodology:

Incoming Tonnage: The PHMRF and DART receive source separated commingled recyclable materials from multiple haulers and jurisdictions. Each load's jurisdiction of origin is identified by the hauler's driver and recorded at the facility's weigh scale station. Therefore, the weights from each incoming jurisdiction are tracked separately.

Waste Characterizations: On at least a quarterly basis, characterizations are performed on samples of source separated recyclables from each hauler and each jurisdiction. Random samples are taken from three loads for each hauler and each jurisdiction. The samples are sorted and weights are measured for the following: cardboard, mixed paper, PETE, HDPE color, HDPE natural, aluminum cans, glass, scrap metal, mixed rigid plastics and residual (non recoverables). The weights from the samples are used to calculate individual characterization percentages by commodity type for source separated recyclables delivered from each hauler and jurisdiction.

Methodology and Calculation: For each hauler and jurisdiction, the characterizations are multiplied by their respective monthly inbound tons delivered to come up with their theoretical tons produced. Each hauler and jurisdiction's theoretical tons produced is then divided by the total theoretical tons produced from all haulers and all jurisdictions to come up with the proportionate share of the total diversion percentage that will be assigned to each individual hauler and jurisdiction. The actual total monthly tons diverted, as measured by the outbound scales, are then multiplied by the proportionate share of diversion for each individual hauler and jurisdiction. With this method, each month, diversion is reconciled to the actual tons of recyclables produced at each facility.

23. Grand Central Transfer Station Methodology Statement:
24. Recyclables Accepted/Rejected

Grand Central Recycling & Transfer Station,

Accepted

- a. Paper – computer, ledger, wrapping, arts & craft paper, unwanted mail, flyers, telephone books, note cards, newspaper, blueprints, magazines, file folders, paper bags, Post-It notes, catalogues, and all envelopes including those with windows
- b. Cardboard boxes and chipboard – cereal, tissue, dry food, frozen food, shoe, detergent, paper and toilet rolls, and corrugated boxes (broken down and flattened)
- c. Aluminum, tin, metal, and bi-metal cans – (rinsed, if possible) soda, juice, soup, vegetables, pet food, pie tins, clean aluminum foils, empty paint, empty aerosol cans (with plastic caps removed), and wire hangers
- d. Glass bottles and jars – (rinsed, if possible) soda, wine, beer, spaghetti sauce, pickle, and broken bottles/jars
- e. Empty plastic containers, numbers 1 through 5 – (rinsed, if possible) soda, juice, detergent, bleach, shampoo, lotion, mouthwash, dishwashing liquid bottles, milk jugs, tubs for margarine & yogurt, and plastic planters
- f. Lawn clippings, tree trimmings, branches, brush, and holiday trees

Rejected

- a. Non-recyclable paper – paper that cannot be recycled as “mixed paper” includes: food contaminated paper, waxed paper, oil-soaked paper, carbon paper, sanitary products or tissues, thermal fax paper, stickers, and plastic-laminated paper such as fast food wrappers, aseptics, and pet food bags (any paper with any sort of contamination or plastic lamination cannot be recycled)
- b. Plastic #6 and #7
- c. Other plastics – film containers, grocery sacks, produce bags, and other packaging or film wrap
- d. Mirrored glass
- e. Ceramic materials
- f. Motor oil

Methodology of Allocating Materials

Ware Disposal Inc. shall haul all material collected in the franchise area of South San Gabriel to Grand Central Recycling and Transfer Station.

Grand Central Recycling and Transfer Station, (GCR) has provided us with the following explanation of waste and recycling allocation. As required by this contract, Ware Disposal Inc. does not commingle any materials with any other municipality, agency or jurisdiction. All materials collected are segregated by truck and route, no collected material is commingled with any other collected material.

GCR provides transfer, processing and disposal services to Ware Disposal Inc. for all materials collected for the South San Gabriel franchise community. GCR processes solid waste, commingled recyclables and greenwaste materials collected at the curb for the above stated community. All materials collected are weighed in upon delivery at our certified scales and processed through either the material recovery facility or the transfer station.

Tare Weights

All vehicles utilizing the GCR facility are weighed empty and loaded into the scale software systems so to determine the exact weights of the commodities being delivered. Each vehicle is individually identified by the truck number, route and tare weight.

Solid Waste

Solid Waste materials are first weighed at the certified scales before entering the facility. The exact net weight of the material collected is allocated to the jurisdiction from which the material was collected from. The municipal solid waste collected is then unloaded on the transfer floor and prepared for transfer to local landfills. GCR then allocates the tare weight of each vehicle to the final disposal facility. On a monthly basis, GCR will reconcile each load with weight records and allocations to local landfills.

Greenwaste

Greenwaste materials are handled in the same manner as solid waste is handled in that all weights are carefully tracked from the certified scales through final point of disposal. GCR currently utilizes the Puente Hills Landfill Alternative Daily Cover (ADC) program for all greenwaste materials processed. Each load of waste delivered is carefully allocated based upon tare weights on tons delivered.

Commingled Recyclables

Per the requirements of our contract with Ware Disposal Inc., GCR has conducted a waste characterization audit of the commingled blue cart recyclables delivered to GCR from Ware Disposal Inc. vehicles servicing the (FRANCHISE AREA NAME) Community. This characterization provides for the allocation of each and all materials by weight. Each commodity collected in the collection process is segregated by weight and material classification. The waste characterization process is conducted on a random load of materials delivered from the appropriated jurisdiction, no two jurisdiction have the same waste characterization.

Each commingled vehicle is weighed at the certified scales and a tare weight is captured. The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion. GCR reconciles the post process by weighing all materials recovered. Each outbound commodity weight is collected and reconciled with

the waste characterization for the facility. All residue materials are carefully tracked based upon the waste characterization and allocated to the appropriate jurisdiction.

Reporting

GCR is responsible for allocating all materials processed to the exact pound. All records are reconciled on a monthly basis based upon tare weights delivered, waste characterizations and final disposal weights. GCR reports the weight of each jurisdiction back to Ware Disposal Inc. and the County of Los Angeles Sanitation Districts, all recovered commodities are also reported back to Ware Disposal Inc..

Miscellaneous Materials

Bulky items/Self Haul

GCR also records all bulky items delivered and recovered via Ware Disposal Inc. and self-haul. In addition to Ware Disposal Inc. private citizens, gardeners and haulers deliver a significant amount of materials to GCR. GCR reports all materials based upon the jurisdiction of generation. All materials recovered are allocated based upon weight and jurisdiction of generation.

Electronic Waste

GCR is also a licensed Electronic Waste Handler, all electronic waste materials delivered by hauler or private citizen are weighed and allocated per commodity type and weight, all materials recovered under this program are carefully recorded and reported back to Ware Disposal Inc. and the State of California.

SAMPLE INVOICE – PUENTE HILLS MATERIAL RECOVERY FACILITY

**REFUSE DISPOSAL SYSTEM
Account Transaction Summary
December 2024**

Report RDX026
Page 4 of 9
Date: 01/07/2025

87137 - WARE DISPOSAL CO

Transaction Date/ Time	Transaction#	Vehicle ID	Refuse Type	City of Origin	Gross Weight	Tare Weight	Net Weight	Gate Amount	Contract Amount
Calabasas									
12/02/2024 02:01 PM	503661464	9G72397	Refuse	Chatsworth-LA City	17.41	15.92	1.49	\$112.35	
12/05/2024 09:27 AM	503662345	9G72398	Refuse	Tarzana/LA City	17.45	13.90	3.55	\$267.67	
12/05/2024 10:52 AM	503662408	9G72398	Refuse	Tarzana/LA City	19.54	14.38	5.16	\$389.06	
12/05/2024 11:53 AM	503662455	77227P3	Refuse	Tarzana/LA City	20.87	15.29	5.58	\$420.73	
12/05/2024 12:05 PM	503662464	9G72398	Refuse	Tarzana/LA City	16.75	14.29	2.46	\$185.48	
12/05/2024 02:32 PM	503662555	77227P3	Refuse	Tarzana/LA City	19.08	17.05	2.03	\$153.06	
12/07/2024 08:29 AM	503662975	9G72397	Refuse	West Hills/LA City	17.93	15.98	1.97	\$148.54	
12/10/2024 02:42 PM	503663813	9G72397	Refuse	Chatsworth-LA City	18.87	15.93	2.94	\$221.68	
12/11/2024 09:12 AM	503663914	9G72397	Refuse	Malibu	17.19	13.50	3.69	\$278.23	
12/11/2024 11:26 AM	503663998	9G72397	Refuse	Tarzana/LA City	15.34	13.22	2.12	\$159.85	
12/11/2024 01:15 PM	503664085	9G72397	Refuse	Tarzana/LA City	20.85	12.50	8.15	\$614.51	
12/11/2024 02:17 PM	503664103	9G72397	Refuse	Tarzana/LA City	20.37	12.50	7.87	\$593.40	
12/13/2024 12:22 PM	503664646	77227P3	Refuse	Agoura Hills (50%); Woodland Hills/LA City (50%)	19.09	17.05	2.04	\$153.82	
12/14/2024 08:46 AM	503664827	9G72398	Refuse	West Hills/LA City	19.01	16.69	2.32	\$174.93	
12/18/2024 09:49 AM	503665855	9G72397	Refuse	Tarzana/LA City	16.54	13.70	2.84	\$214.14	
12/18/2024 11:36 AM	503665955	9G72397	Refuse	Tarzana/LA City	17.41	13.61	3.80	\$286.52	
12/18/2024 01:08 PM	503666026	9G72397	Refuse	Tarzana/LA City	18.47	13.57	4.90	\$369.46	
12/18/2024 02:16 PM	503666075	9G72397	Refuse	Tarzana/LA City	15.80	13.49	2.31	\$174.17	
12/19/2024 08:10 AM	503666163	9G72397	Refuse	Malibu	16.61	13.32	3.29	\$248.07	
12/19/2024 09:28 AM	503666200	9G72397	Refuse	Tarzana/LA City	18.15	13.51	4.64	\$349.86	
12/19/2024 11:11 AM	503666268	9G72397	Refuse	Tarzana/LA City	16.58	13.05	3.53	\$266.16	
12/19/2024 02:11 PM	503666386	9G72397	Refuse	Chatsworth-LA City	20.00	15.92	4.08	\$307.63	
12/20/2024 08:10 AM	503666468	9G72397	Refuse	Tarzana/LA City	18.45	12.72	5.73	\$432.04	
12/20/2024 09:51 AM	503666534	9G72397	Refuse	West Hills/LA City	17.66	15.96	1.70	\$128.18	
12/27/2024 08:02 AM	503667787	9G72397	Refuse	Tarzana/LA City	16.14	13.50	2.64	\$199.06	
12/27/2024 09:11 AM	503667820	9G72397	Refuse	Tarzana/LA City	18.81	13.58	5.23	\$394.34	
12/27/2024 10:21 AM	503667850	9G72397	Refuse	Tarzana/LA City	18.13	13.63	4.50	\$339.30	
12/27/2024 11:34 AM	503667883	9G72397	Refuse	Tarzana/LA City	17.27	13.53	3.74	\$282.00	
12/27/2024 01:16 PM	503667938	9G72397	Refuse	Tarzana/LA City	16.67	13.51	3.16	\$238.26	
12/27/2024 02:55 PM	503667990	9G72397	Refuse	West Hills/LA City	18.03	15.95	2.08	\$156.83	
12/28/2024 08:00 AM	503668020	9G72397	Refuse	Chatsworth-LA City	21.80	16.09	5.71	\$430.53	
12/28/2024 10:30 AM	503668081	9G72397	Refuse	AGOURA - LACO (50%); Thousand Oaks/VenturaCnly (50%)	17.30	13.76	3.54	\$266.92	
12/28/2024 01:05 PM	503668141	9G72397	Refuse	Reseda/LA City	19.54	14.10	5.44	\$410.18	
Subtotals									\$9,366.96

LOS ANGELES COUNTY SANITATION DISTRICTS
WEIGHMASTER AUTOMATED TRANSACTION SYSTEM
Refuse Disposal Customer Activity Report By Name

From: 08/01/2024 To: 08/31/2024

Licence Plate #	Account Name	Address	City Of Origin	Refuse Type	Loads	Tonnage	Fee
87137	WARE DISPOSAL CO (714)664-0677	PO BOX 1318 Santa Ana CA 92702	Thousand Oaks/VenturaCnty	Minimum Load	1.00	0.98	75.40
Site Total	Calabasas				41.00	199.20	15,040.81
87137	WARE DISPOSAL CO (714)664-0677	PO BOX 1318 Santa Ana CA 92702	ALTADENA - LACO	Minimum Load	2.00	1.78	190.92
			Pasadena	Refuse	14.00	71.76	6,850.22
				Refuse	2.00	4.67	445.80
Site Total	Scholl Canyon				18.00	78.21	7,486.94
87137	WARE DISPOSAL CO (714)664-0677	PO BOX 1318 Santa Ana CA 92702	ALTADENA - LACO	Refuse	1.00	2.97	273.36
			AZUSA ISLANDS - LACO	Refuse	1.00	0.83	76.39
			Azusa	Hard to Handle	1.00	6.22	572.48
			BALDWIN HILLS - LACO	Refuse	5.00	23.62	2,173.98
			Bell	Refuse	2.00	5.79	532.91
			Bradbury	Refuse	2.00	7.98	734.48
			Covina	Refuse	4.00	6.46	594.58
				Hard to Handle	5.00	6.79	624.96

SAMPLE INVOICE – GRAND CENTRAL



Grand Central Recycling & Transfer
 17445 Railroad St.
 City of Industry, CA 91748-1026
 (626) 961-6291

Account Number	Page
GC-7243 5	1
Invoice Number:	1919109
Total Payments Received:	-281,255.38
Total Amount Past Due:	0.00
Service Address:	PO BOX 1318 SANTA ANA CA 92702-1318
Due Date:	03/03/2025
Invoice Period:	
Current Invoice Due:	355980.05
Thank you for your prompt payment.	



ATTN: ACCOUNTS PAYABLE
 WARE DISPOSAL INC.
 PO BOX 1318
 SANTA ANA CA 92702-1318
 USA



Scan QR code to pay
 your bill online.

Your account is subject to late fee(s) and possible interruption of service if payment is not received by the due date.

Date	Description	Quantity	Rate	Amount
01/31/25	* PAYMENTS RECEIVED THIS PERIOD *			
	PMT: AMEX			-281,255.36
01/02/25	DISPOSAL MSW TKT# 0192948	11.62	72.500	842.45
01/02/25	DISPOSAL CSR RECYCLE TKT# 0192949	2.99	50.000	149.50
01/02/25	DISPOSAL CSR RECYCLE TKT# 0192951	3.55	50.000	177.50
01/02/25	DISPOSAL MSW TKT# 0192954	5.16	72.500	374.10
01/02/25	DISPOSAL CSR RECYCLE TKT# 0192955	2.80	50.000	140.20
01/02/25	DISPOSAL GREEN WASTE TKT# 0192958	6.31	82.500	520.58
01/02/25	DISPOSAL MSW TKT# 0192960	10.27	72.500	744.58
01/02/25	DISPOSAL GREEN WASTE TKT# 0192961	7.29	82.500	601.43
01/02/25	DISPOSAL MSW TKT# 0192962	7.19	72.500	521.28
01/02/25	DISPOSAL MSW TKT# 0192967	4.07	72.500	295.08

Current Due	Over 30 Due	Over 60 Due	Over 90 Due	Balance Due
- = Continued = -				

▼ DETACH AND RETURN THE REMITTANCE STUB BELOW WITH YOUR PAYMENT. ▼



Grand Central Recycling & Transfer
 17445 Railroad St.
 City of Industry, CA 91748-1026
 (626) 961-6291

Account Number:	GC-7243 5
Statement Period:	
Invoice Total Due:	355980.05
Amount Paid:	\$

BILLING ADDRESS CHANGE? SIGNING UP FOR AUTOPAY?
 Check the box and fill out the form on the back.

TO FACILITATE CHECK PAYMENTS, PLEASE INCLUDE YOUR
 ACCOUNT NUMBER ON THE CHECK.

ATTN: ACCOUNTS PAYABLE
 WARE DISPOSAL INC.
 PO BOX 1318
 SANTA ANA CA 92702-1318
 USA

GRAND CENTRAL RECYCLING & TRANSFER
 17445 RAILROAD ST.
 CITY OF INDUSTRY, CA 91748-1026
 (626) 961-6291

07000724350019191090355980051

COMP ANY	DATE	CUS T #	VEHICLE	CUST NAME	MATERIAL	ORIG DESC	TICKET	NET	TONS	AMT
GC	03/06/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	225037	7980	3.99	\$ 259.35
GC	03/10/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	226706	3660	1.83	\$ 118.95
GC	03/11/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	227663	5940	2.97	\$ 193.05
GC	03/13/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	228358	7960	3.98	\$ 258.70
GC	03/13/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	228680	6240	3.12	\$ 202.80
GC	03/18/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	230838	4980	2.49	\$ 161.85
GC	03/20/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	231779	7200	3.6	\$ 234.00
GC	03/20/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	232161	7440	3.72	\$ 241.80
GC	03/24/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	233596	4420	2.21	\$ 143.65
GC	03/25/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	234531	5680	2.84	\$ 184.60
GC	03/27/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	235348	6600	3.3	\$ 214.50
GC	03/27/2025	7243	10921U3	WARE DISPOSAL INC.	CSR	CHARTER OAK	235701	6240	3.12	\$ 202.80
GC	03/03/2025	7243	8N88522	WARE DISPOSAL INC.	CSR	CHARTER OAK	223579	3760	1.88	\$ 122.20
GC	03/10/2025	7243	18373B4	WARE DISPOSAL INC.	CSR	CHARTER OAK	226493	920	0.46	\$ 65.00
GC	03/17/2025	7243	8N88522	WARE DISPOSAL INC.	CSR	CHARTER OAK	230194	3200	1.6	\$ 104.00
GC	03/05/2025	7243	86937D2	WARE DISPOSAL INC.	CSR	CHARTER OAK	224443	7420	3.71	\$ 241.15
GC	03/10/2025	7243	86937D2	WARE DISPOSAL INC.	CSR	CHARTER OAK	226948	3640	1.82	\$ 118.30
GC	03/19/2025	7243	99738B2	WARE DISPOSAL INC.	CSR	CHARTER OAK	231166	2140	1.07	\$ 69.55
GC	03/26/2025	7243	86937D2	WARE DISPOSAL INC.	CSR	CHARTER OAK	234701	5560	2.78	\$ 180.70
GC	03/26/2025	7243	18510B4	WARE DISPOSAL INC.	CSR	CHARTER OAK	235257	2660	1.33	\$ 86.45

Madison Materials Invoices

MADISON MATERIALS
P.O. BOX 1108
SANTA ANA, CA 92702
 Phone (714)664-0159 Fax (714)664-0696

INVOICE# 53X00040
 INV DATE 03/31/25
 ACCOUNT# 111970
 DUE DATE UPON RECEIPT

INVOICES ARE DUE ON RECEIPT!

WARE DISPOSAL
 P O BOX 1318
 SANTA ANA, CA 92702-1318

AMOUNT YOU
 ARE PAYING _____

DATE						AMOUNT
	PRIOR BALANCE					52133,759.12
03/01/25	335W	1	1057405	8.7900	COMM/IND	905.37
03/01/25	78099H1	1	1057410	12.3500	COMM/IND	1,272.05
03/01/25	87767N1	1	1057417	4.8700	COMM/IND	501.61
03/01/25	8U71603	1	1057418	5.5600	COMM/IND	572.68
03/01/25	60350M2	1	1057420	5.8300	COMM/IND	600.49
03/01/25	117W	1	1057424	9.1800	COMM/IND	945.54
03/01/25	8H64341	1	1057428	8.9400	COMM/IND	920.82
03/01/25	183W	1	1057429	6.0300	COMM/IND	621.09
03/01/25	137	1	1057455	22.0000	CLEAN WOOD	1,540.00
03/01/25	137	1	1057456	22.4300	GREEN MATERIALS	1,323.37
03/01/25	137	1	1057457	18.8100	PROCESSED	777.04
03/01/25	137	1	1057458	22.0700	PROCESSED	911.71
03/01/25	137	1	1057459	21.6700	PROCESSED	895.19
03/01/25	138	1	1057460	23.3000	PROCESSED	962.52
03/01/25	138	1	1057461	23.0100	PROCESSED	950.54
03/01/25	138	1	1057462	20.4500	PROCESSED	844.79
03/01/25	138	1	1057463	20.5900	PROCESSED	850.57
03/01/25	140	1	1057464	23.4800	PROCESSED	969.96
03/01/25	140	1	1057465	22.9400	PROCESSED	947.65
03/01/25	140	1	1057466	21.4700	PROCESSED	886.93
03/01/25	140	1	1057467	19.6000	PROCESSED	809.68
03/01/25	139	1	1057468	20.3700	PROCESSED	841.48
03/01/25	135	1	1057469	21.0500	PROCESSED	869.58
03/01/25	135	1	1057470	16.8600	PROCESSED	696.49
03/01/25	135	1	1057471	16.8400	PROCESSED	695.66
PLEASE NOTE: OUR MAILING ADDRESS HAS CHANGED! WE ARE ACCEPTING CLEAN WOOD WASTE AT A DISCOUNTED RATE! CALL NOW!						
INV# 53X00040	CURRENT CHARGES			PAST DUE	DATE 03/31/25	
ACCT# 111970	1056,460.26			52133,759.12	PAGE 1 OF 70	

Late fees charged on past due amounts

**PLEASE PAY
 THIS AMOUNT**

5541.2700

TONSNET BY ORIGIN

10	ANAHEIM	15	1.2%	28.0500	.5%
25	CHARTER OAKS	9	.7%	1.7500	.0%
30	BUENA PARK	13	1.1%	35.4500	.6%
40	BREA	3	.2%	26.6400	.5%
50	COSTA MESA	256	21.1%	1426.3900	25.7%
54	COVINA	9	.7%	9.9300	.2%
60	CYPRESS	2	.2%	11.9600	.2%
70	DAN POINT	1	.1%	4.9900	.1%
74	FONTANA	2	.2%	6.3800	.1%
76	DOWNEY	2	.2%	7.2700	.1%
80	FULLERTON	28	2.3%	152.3000	2.7%
90	GARDEN GROVE	8	.7%	25.6700	.5%
100	HUNTINGTON BEACH	2	.2%	8.1200	.1%
110	IRVINE	485	40.0%	2032.4600	36.7%
160	LA HABRA	5	.4%	20.9800	.4%
177	LONG BEACH	3	.2%	24.2700	.4%
190	NEWPORT BEACH	48	4.0%	180.1100	3.3%
195	NORWALK	8	.7%	42.5100	.8%
200	ORANGE	23	1.9%	101.7100	1.8%
210	PLACENTIA	1	.1%	8.6700	.2%
235	SANTA FE SPRINGS	2	.2%	8.0500	.1%
240	SAN CLEMENTE	1	.1%	4.2900	.1%
250	SAN JUAN CAP	2	.2%	5.3900	.1%
260	STANTON	12	1.0%	63.7900	1.2%
280	TUSTIN	1	.1%	6.5700	.1%
285	SOUTH WHITTIER	47	3.9%	114.9600	2.1%
295	TORRANCE	1	.1%	3.6300	.1%
300	WESTMINSTER	23	1.9%	162.2800	2.9%
306	MONTEREY PARK	3	.2%	10.2900	.2%
310	YORBA LINDA	3	.2%	10.9600	.2%
311	LOS ANGELES	7	.6%	22.8000	.4%
313	RIVERSIDE	1	.1%	2.7500	.0%
999	OTHER	186	15.2%	969.9000	17.6%
	*** TOTALS	1,212	100.0%	5541.2700	100.0%

TONSNET BY MATTYPE

Exhibit 17-Contractor Documentation

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS

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

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS

Ware Disposal Inc. made no additional contractor commitments as part of its response to RFP BRC00000448.

Exhibit 17-Contractor Documentation

Item B.19 – TRANSITION ROLL-OUT PLAN

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

Item B.19 – TRANSITION ROLL-OUT PLAN

MILESTONE	DESCRIPTION
5 August 2024	Submission of Ware Disposal’s proposal.
7 January 2025	County Board of Supervisors Award Contract
20 February 2025	First transition meeting with LADPW staff.
3 March 2025	Initiate contact with Universal Waste Services Inc. related to the service transition process, including discussions related to the leasing of carts for the July 2025 cycle.
15 April 2025	Drafting of (a) community meeting notice, (b) welcome letter, (c) 2025 subscription notice and (d) WDCO South Whittier recycling guide for submittal to LADPW for approval.
15 April 2025	Final, secured approval from Los Angeles County Libraries for the use of Rosemead Library for the in person community meeting on 7 June 2025.
Sometime after 15 April 2025	Initial mailings sent to South Whittier residents on the following subject matters: <ul style="list-style-type: none"> • Date, time and location for the two community meetings; • Welcome letter and 2025 subscription notice.
Week of 1 April 2025	Submittal of required insurance to the County of Los Angeles (APPROVED).
15 April 2025	Submittal of the required performance assurance to the County of Los Angeles.
Week of 1 April 2025	Submittal of the WDCO South San Gabriel recycling guide to LADPW Staff for Review.
15 April 2025	Submittal of Franchise Documentation Exhibit 3D to LADPW Staff for Review.
30 April 2025	Secure routing information of the South San Gabriel community from Universal Waste Systems, Inc. including collection addresses, billing addresses, contact information, e-mail addresses if known, carts assigned to each resident by tracking numbers, SWIMS code information and Los Angeles County parcel numbers.
5 May 2025	Commencement of database upload of existing Universal Waste Systems, Inc. South San Gabriel franchise database to WDCO SoftPak system.
15 May 2025	Commence training of customer service staff as it relates to residential program’s contents and highlights, including hiring of new customer service representatives in appropriate languages as determined collectively.
	Public education and outreach brochures, mailers and initial vehicle billboard material completed and

	<p>ready for distribution by this date (WDCO to utilize a Mailing House, then the USPS for initial mailings to South Whittier Franchise area residents).</p> <p>Execute the final franchise agreement between County and WDCO.</p> <p>By said date, WDCO has already provided and secured approval of (a) the required insurance certificate and (b) the performance assurance document.</p>
7 June 2025	In person public meeting at Rosemead Library at 10am.
10 June 2025	Virtual public meeting at 6pm.
1 July 2025	<p>COMMENCEMENT OF NEW SERVICE TO SSG</p> <p>Use of UWS carts through 31 October 2025</p>
4 July 2025	Fourth of July holiday—Thursday service delayed to 6 July 2025
1 September 2025	Labor Day holiday—service delayed one day for the remainder of the week.
Week of 27 October 2025	Last week using UWS carts in service in SSG.
Week of 3 November 2025	Transition from UWS carts to WDCO carts—transition to be completed this week.
27 November 2025	THANKSGIVING DAY HOLIDAY—NO SERVICE PROVIDED ON THURSDAY SERVICE DELAYED ONE DAY FOR THE ENTIRE WEEK.
25 December 2025	CHRISTMAS DAY HOLIDAY—NO SERVICE PROVIDED ON TUESDAY SERVICE DELAYED ONE DAY FOR THE ENTIRE WEEK.
26 December 2025, to run through 16 January 2026	WDCO to commence Christmas tree collection service to the South San Gabriel community.
1 January 2026	NEW YEAR'S DAY HOLIDAY—NO SERVICE PROVIDED ON TUESDAY SERVICE DELAYED ONE DAY FOR THE ENTIRE WEEK.
Spring 2026	WDCO to conduct the Spring Compost and Mulch Giveaway Event, including shredding.

Exhibit 17-Contractor Documentation

Item B.20 – DIFFICULT TO SERVICE OCCUPANTS

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

Item B.20 – DIFFICULT TO SERVICE OCCUPANTS

This section does not apply to the South San Gabriel community franchise.

Exhibit 17-Contractor Documentation

Item B.21 – MOVEMENT OF GREEN WASTE

This item consists of 5 pages (including this page).

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
 COOPERATIVE ACP AND HLB QUARANTINE PROGRAM
 COMPLIANCE AGREEMENT (Rev. 10/2023)



**COOPERATIVE CITRUS QUARANTINE PROGRAM
 COMPLIANCE AGREEMENT for the use with MASTER PERMITS QC 1289 and 1337
 [Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]**

Provisions for the Intrastate Movement of **GREEN WASTE**
 From a State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (3 CCR 3435)
- Huanglongbing (3 CCR 3439)
- Sweet Orange Scab (3 CCR 3443)

Los Angeles County Agricultural Commissioner's Office
 Street Address: 403 W Ave 33
 Los Angeles, CA 90031
 Phone: (323) 576 - 2762
 Contact: Stephanie Fragoso

Compliance Agreement Number: 30-GWCD-02

Establishment Name:	Ware Disposal Inc.		
Owner / Manager Name:	Jay Ware		
Mailing Address:	PO Box 1318	City:	Santa Ana Zip: 92702 1318
Physical Address:	1035 East 4th Street	City:	Santa Ana Zip: 92701 4750
Phone:	(877) 714 - 9273	E-Mail:	jason@waredisposal.com
Cross Street:	4th and Grand Avenue	Lat/Long:	33.74861, -117.855

Program:

The Los Angeles County Agricultural Commissioner, the California Department of Food and Agriculture (CDFA), and the United States Department of Agriculture (USDA), cooperating as the Citrus Quarantine Program.

Business/Establishment:

Establishment Name (subsequently referred to as "Establishment"):

Ware Disposal Inc.

BACKGROUND:

The pests known as Asian citrus psyllid (ACP), huanglongbing (HLB), and sweet orange scab (SOS) present a real and ongoing threat to the agricultural industry, environment, and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of ACP, HLB, and SOS from established areas to new locations. The Citrus Quarantine Program is a cooperative effort between public entities that are responsible for mitigating the movement of citrus pests from regulated areas where the pest is established

to new locations. The list of regulated articles and commodities can be found here:
<http://phpps.cdfa.ca.gov/PE/InteriorExclusion/pdf/acpexhibit.pdf>.

AGREEMENT:

A. The Citrus Quarantine Program, hereafter referred to as the Program, will permit your establishment to self-execute the ACP, HLB, and SOS quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

Check all that apply:

<input type="checkbox"/>	Exhibit GW1	Biomass/Cogeneration
<input type="checkbox"/>	Exhibit GW2	Composter
<input type="checkbox"/>	Exhibit GW3	Landfill
<input checked="" type="checkbox"/>	Exhibit GW4	Hauler/Transporter
<input type="checkbox"/>	Exhibit GW5	Transfer Station


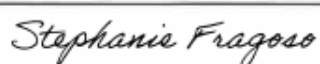
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the ACP and HLB quarantine requirements;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days' notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the way the Establishment sells, handles, or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of <u>Los Angeles</u> in the State of California on <u>03</u> / <u>26</u> / <u>2025</u>	
Establishment Manager/Owner	Program Officer
Print Name: Jay Ware	Print Name: Stephanie Fragoso
Signature: 	Signature: 

**EXHIBIT: GW4
GREEN WASTE – TRANSPORTER/HAULER**

COMPLIANCE AGREEMENT FOR THE USE WITH MASTER PERMITS QC 1289 AND 1337

PROVISIONS FOR THE INTRASTATE MOVEMENT OF REGULATED GREEN WASTE
ORIGINATING FROM A STATE INTERIOR QUARANTINE AREA FOR (CHECK ALL THAT APPLY)

- Asian Citrus Psyllid (3 CCR 3435) *
- Huanglongbing (3 CCR 3439)
- Sweet Orange Scab (3 CCR 3443)

*Compliance agreement not required when green waste remains within an ACP Nursery Regional Quarantine Zone or moves from Nursery Stock Zone 2 to Zone 3.

A. Green Waste Definitions and Regulatory Movement Requirements

'Green waste' is unprocessed or processed vegetative material which contains any of the following or a mixture thereof: stems, leaves, culls, discarded fruits and vegetables, grass clippings, weeds, yard trimmings, wood/vine/processing/harvesting waste, hulls, bark, branches, logs and stumps, home garden/field/vineyard/grove/orchard residues, duff, mulch, compost, and other miscellaneous plant materials.

1. 'Unprocessed Green Waste' is 'green waste' in the raw state. It has not undergone any mechanical procedure to lessen pest risk and is therefore a regulated item. Unprocessed green waste originating within an area regulated for the checked pest(s) above may only be moved out of a quarantine area by a hauler and to a receiver operating under a green waste compliance agreement with the California Department of Food and Agriculture (CDFA) or the local County Agricultural Commissioner (CAC).
2. 'Processed Green Waste' is 'green waste' that has undergone some mechanical procedure to lessen or eliminate the pest risk. Depending upon the degree of processing, it may or may not be a regulated item. The movement of 'Processed Green Waste' is dependent upon the degree of processing (mulch or compost). Refer to items a and b below:
 - a. 'Mulch' is 'processed green waste' that has been chipped, ground, or shredded. 'Mulch' is not completely processed and still poses a pest risk and is therefore a regulated item. 'Mulch' originating within an area quarantined for the checked pest(s) above may only be moved out of a quarantine area by a hauler and to a receiver operating under a green waste compliance agreement with CDFA or the local CAC.
 - b. 'Compost' is 'processed green waste' that has been composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk and is therefore not a

regulated item. The movement of 'compost' is not regulated, and it may be moved within or from any quarantine area.

B. For each of the quarantines checked above, the Establishment agrees to:

1. Establishments Under Compliance

Only transport regulated green waste out of a quarantine area to a biomass/cogeneration facility, composter, landfill, transfer station, or other CDFA or CAC approved receiver operating under a compliance agreement.

2. Safeguarded Conveyance

- a. Transport green waste in a fully enclosed vehicle or trailer, or
- b. Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

3. Evidence of Compliance

Place and maintain a copy of the compliance agreement and this exhibit in each transport vehicle.

4. Trailer Cleaning

Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.

5. Direct Route

Transport green waste from origin to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.

6. Spill Notification

Notify the local CAC of a green waste spill as soon as possible, but no later than 24 hours after a spill.

SPECIAL INSTRUCTIONS:

Jay Ware
Printed Name (Owner/Manager)



Signature of Establishment

26 March 2025
Date

Failure to comply with any stipulation outlined above may result in civil penalties pursuant to California Food and Agricultural Code section 5705 and/or revocation of this agreement.

Exhibit 17-Contractor Documentation

Item B.22 - RNG/PROCUREMENT PLAN

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

Item B.22: RNG/PROCUREMENT PLAN

Ware Disposal Inc., through its exclusive residential franchise agreement, understands its obligation to procure recovered organic waste products on behalf of the County of Los Angeles, potentially upwards of seven hundred twenty (720) tons. Ware Disposal Inc. can provide this as part of this residential franchise to the County of Los Angeles if requested to do so. Pursuant to 14 CCR 18993.1(e), jurisdictions can comply with SB 1383 through its recovered organic waste product plan (ROWP) through the following means:

- A jurisdiction's procurement of compost or mulch for use in parks, community gardens, landscaping, or erosion control along roadways;
- A jurisdiction's giveaway of compost or mulch at community events;
- A jurisdiction's procurement of transportation fuel for use in its vehicles, such as city buses or fleets;
- A jurisdiction's publicly owned treatment works (POTW) producing and using eligible renewable gas or electricity;
- A biomass facility providing SB 1383-eligible electricity to a jurisdiction-owned operation.

For the purposes in and for the County of Los Angeles, Ware Disposal Inc. proposes the following ROWP to address the aforementioned five (5) points.

1. As Ware Disposal Inc. is the approved City Facility integrated solid waste management provider, Ware Disposal Inc. will provide compost and mulch for use in parks, community gardens, landscaping or erosion control along roadways. The County of Los Angeles simply has to request either a compost and/or mulch load from Ware Disposal Inc. and we will provide it to the County to fulfill its responsibilities under this section. Ware Disposal Inc. anticipates this will provide up to twenty (20) tons towards the City's procurement targets.
2. Ware Disposal Inc. must participate in the County of Los Angeles' two (2) approved, semi-annual compost and mulch events in the Spring and Fall. Ware Disposal Inc. will provide compost and mulch at both events to fulfill its responsibilities under this section. Ware Disposal Inc. will continue additional dialogue with the County of Los Angeles to increase the semi-annual events from two (2) to four (4) commencing in calendar year 2026. For two (2) events per annum, Ware Disposal Inc. anticipates this will provide up to twenty (20) tons towards the City's procurement targets.
3. Once renewable natural gas (RNG) that qualifies under SB 1383 becomes commercially available in Southern California, Ware Disposal Inc. will procure RNG in sufficient quantity to satisfy its responsibility under this section. Ware Disposal Inc. will also provide the County of Los Angeles its RNG provider so the County can procure RNG for its county fleet. Once this becomes available, Ware Disposal Inc. can amend this ROWP to address how it will impact the City's procurement targets.

4. As to the County of Los Angeles' publicly owned treatment works (POTW) producing and using eligible renewable gas or electricity, that does not apply to Ware Disposal Inc. under the current construct.
5. As to a biomass facility providing SB 1383-eligible electricity to a jurisdiction-owned operation, that does not apply to Ware Disposal Inc. under the current construct.

Additional commitments made by Ware Disposal Inc. to the County of Los Angeles as part of its compliance under Part II, Scope of Work, Exhibit 17 of the franchise agreement and SB 1383, the following.

- a. Ware Disposal Inc. will include bagged compost and mulch at County events for residents to take home after the fact. Ware Disposal Inc. anticipates this will provide up to two (2) tons towards the City's procurement targets.
- b. Ware Disposal Inc. will have bagged compost and mulch at our office located in Monterey Park for residents to take home if/when they visit our office. Ware Disposal Inc. anticipates this will provide up to two (2) tons towards the County's procurement targets.
- c. Ware Disposal Inc. will reach out to the following school districts with schools located in the County of Los Angeles and work with their respective maintenance and operations departments to provide them with compost and mulch as they deem necessary. Ware Disposal Inc. anticipates this will provide up to ten (10) tons towards the County's procurement targets.
- d. If any community organization and/or commercial business establishment and/or a multi-family complex requires compost and/or mulch, Ware Disposal Inc. will develop a public education and outreach piece addressing this issue and how and when to obtain these recovered organic waste products. Ware Disposal Inc. anticipates this will provide up to two (2) tons towards the City's procurement targets.