



BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

CONSOLIDATED DISPOSAL SERVICE, LLC, DBA REPUBLIC
SERVICES

FOR

WALNUT PARK GARBAGE DISPOSAL DISTRICT
(BRC0000125)



Part I

Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
ACTING IN THEIR CAPACITY AS THE GOVERNING BOARD OF
THE WALNUT PARK DISPOSAL DISTRICT

AND

**CONSOLIDATED DISPOSAL SERVICES, LLC, DBA REPUBLIC
SERVICES**

FOR PROVISION OF SOLID WASTE COLLECTION SERVICES
(BRC0000125)

FOR THE SERVICE AREAS OF

**WALNUT PARK
GARBAGE DISPOSAL DISTRICT**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

AUGUST 5, 2020

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Walnut Park
(BRC0000125)

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This CONTRACT is made and entered into on August 4, 2020, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body of the Walnut Park Garbage Disposal District of COUNTY of Los Angeles (COUNTY), and Consolidated Disposal Service, a Limited Liability Company, dba Republic Services registered in the State of Delaware (CONTRACTOR).

RECITALS:

Purpose. To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, and 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 time line 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 Organics. Continued compliance with AB 939 and future compliance with SB 1383 is based in part on executing and implementing this CONTRACT to secure cooperation with waste Diversion programs, record keeping, and reporting; and

County Waste Management Plan. COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2015. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: (1) 80 percent Diversion from landfills by 2025, (2) 90 percent Diversion from landfills by 2035, and (3) at least 95 percent Diversion from landfills by 2045; and

Task 1: Waste Discarded in Containers. Director has selected to contract for collection of 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 and certain businesses located in the Service Area that discard solid waste in Carts and Dumpsters to receive quality MSW Management Services, and;
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939 and other laws.

This CONTRACT requires the Diversion of Organics 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, exclusive 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 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.

Garbage Disposal Districts. The use of the term COUNTY is understood to mean Walnut Park Disposal District of COUNTY of Los Angeles. COUNTY of Los Angeles Board of Supervisors acts in their capacity as the governing body of the Garbage Disposal District. Furthermore, the COUNTY may adjust the number of Refuse Units subject to Section 7, Unit Counts and Payment Rates. The COUNTY may adjust the initial monthly rate of compensation set forth in Form PW-2 (Schedule of Prices) subject to Exhibit 7 and Section 7.

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 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

CONTRACTOR/Arranger'. Under this Contract, COUNTY may exercise control over the disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. Furthermore, 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 GDD services, COUNTY selected a CONTRACTOR based on price proposals only.

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

- The CONTRACTOR's bid on form PW-2.1, Schedule of Prices in Attachment 7-2, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT.
- COUNTY may adjust the number of Refuse Units subject to item C11 of Section 7 and therefore COUNTY may adjust the monthly rate of compensation set forth in PW-2.1, Schedule of Prices in Attachment 7-2.
- COUNTY may offer refunds directly to Customers that use fewer or smaller Containers than what they are entitled to the established fees that are collected on their property taxes bill. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore adjust the monthly unit rate of compensation set forth in PW-2.1, Schedule of Prices in Attachment 7-2.
- 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.

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 - REQUIREMENT TO PROVIDE TASK 1 SERVICES

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

County Services = Task 2 Services

Contract Services = Customer Service + County Service

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

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

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

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

A. Requirements/Grant of Rights

1. CONTRACTOR Requirements

COUNTY requires CONTRACTOR, together with the Performance Obligations, to provide Contract Services as described in Section 3.

a. *Conditions*

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations, and
- No CONTRACTOR Default has occurred;

b. *CONTRACTOR Acceptance*

CONTRACTOR accepts these conditions, 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. Nonexclusive Collection of Solid Waste

CONTRACTOR shall perform the Contract Services, as described in Section 3. CONTRACTOR acknowledges, however, that this CONTRACT

does not grant the CONTRACTOR an exclusive right to provide Contract Services within the Service Area. COUNTY reserves the right to make a portion or all the Task 1 Services within the Service Area exclusive at any time in the future. COUNTY reserves the right to use its own forces or to contract with any company for a portion or all the Contract Services.

If any portion of the Service Area is annexed or dissolved, COUNTY will replace the maps of the Service Area in Item A1.3 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective. County Service Fees will be adjusted in accordance with Item C 12 of Section 7.

B. Exclusions from Service

1. Solid Waste to be Self-Hauled

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

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

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

3. Rights Under California Public Resources Code Section 49520

a. *Exclusion*

This CONTRACT excludes the requirement 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*

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

(3) *Terminated CONTRACT*

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

(4) *Contract Claims*

CONTRACTOR may only make claims under this contract and does not have the right to make any claim under PRC Section 49520.

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 requirement that CONTRACTOR Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

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

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

C. Future Exclusions from Exclusivity

While Customer Services are currently non-exclusive, as indicated in item A2 of this Section should COUNTY determine to make a portion or all the Customer Services within the Service Area exclusive in the future, the following exclusion will apply:

1. County Services – Abandoned Waste and Litter Collection Services

This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to Collect Abandoned Waste or empty public receptacles.

2. Emergency Services

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

3. Food Waste

This CONTRACT is not exclusive in regard to Collection, transportation and Diversion of Food Waste. This exclusion also applies to Food Waste discarded in Carts by Commercial Franchise customers. Commencing upon the Commencement Date, CONTRACTOR shall Collect Food Waste discarded with Refuse.

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

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

4. Collection of Solid Waste Billed to Certain Home Owners Associations

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste to commercial accounts where:

- One Home Owners Associations pays the bill for all residences,
- There are five or more residences, and
- There is at least one dumpster included.

These accounts may or may not include Cart services.

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. No Longer Used

F. Privacy (Contract Services)

1. General

CONTRACTOR shall strictly observe and protect Customers' and Occupants' privacy rights. 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 August 5, 2020.

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

'**Execution Date**' is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

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

- July 31, 2027 in Contracts, or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

1. Extensions of the CONTRACT Term

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

2. Two, 2-Year Extensions

Director may, in his sole discretion, extend the Term of this CONTRACT for up to two additional two-year periods.

3. Six, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to 6 months for a total of no more than 6 months. For example, the Director may first extend the Term for 3 months, subsequently extend it for two more months, and lastly extend it for one more month.

4. Contract Extension Cumulative

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

5. Transition to Next Waste Hauler

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

6. Notification to CONTRACTOR

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

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

B. Obligations Upon Expiration or Termination of CONTRACT

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

1. Acknowledgements

All acknowledgments, including those in the following Sections:

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

2. Representations and Warranties

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

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

3. Indemnities

All Indemnities.

4. Payments

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

- Payment of Transfer Deposits and Transfer Costs

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

5. Records and Reports

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

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

6. Provisions Surviving Expiration Date

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

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

a. *Cooperation During Transition*

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

b. *Removal of Carts*

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

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

7. Container Purchase Option

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

C. Undepreciated Assets

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

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

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

A. Prescribed Scope

1. Task 1 Services

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

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

2. Task 2 Services

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

3. Additional Contract Services Requirements

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

4. General

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

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

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

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

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

B. Change in Scope of Services

1. Task 1

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

2. Task 2

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

C. Vehicles

1. General

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

2. Automation

CONTRACTOR shall Collect Refuse, Recyclables, and Organics in automated Collection Vehicles, except CONTRACTOR may Collect the

following materials in non-automated Collection Vehicles:

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

3. Fuel/Power

Within the first 6 months after Execution, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

4. Extra Vehicles

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

5. Maintenance

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

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

6. Vehicle List

CONTRACTOR shall use only Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using Form V, accessible through

Director's Solid Waste Information Management System (SWIMS) and update it as Vehicles change.

7. Vehicle Billboards

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

8. Company Name

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

9. Vehicle Monitoring

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

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

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

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

CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g. between 10 a.m. and 11 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.

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. with a viewing angle approximately 129° diagonal, 103° horizontal, 77° vertical.

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

a. Video Equipment

(1) Forward Facing Camera

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

(2) Waste Collection Facing

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

CONTRACTOR is to conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed annually. This may include CONTRACTOR's driver monitoring the live video screen or office staff reviewing recordings, looking for contamination and tag/mark each video for further investigation by Director. CONTRACTOR is to include a plan for Director's approval to accomplish this requirement within 60 calendar days of CONTRACT Execution.

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 30 calendar days or other duration approved by Director.

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every 10 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. Scales

Within 6 months of Director's request, all Automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

12. No Comingling of Abandoned Waste and Bulky Items

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

SECTION 4 - SERVICE STANDARDS

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

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

1. Litter

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

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

2. Spills

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

3. Leaking

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

4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and

inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

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

B. Private Property (Task 1 Services)

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

1. Private Property

a. *Acknowledgements*

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

b. *Damage to Pavement: Waiver*

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

c. *Personal Injury: Indemnity*

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

d. *CONTRACTOR Indemnifies COUNTY*

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or

noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

2. Single-Pass Collection

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organics) 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 additional 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, Organics, 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.

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 Customers may commingle and discard Refuse, Recyclables, and Organics, and CONTRACTOR may Collect them in the same Container.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a materials recovery facility and Divert them. Director may approve Disposal of Recyclables and Organics based upon the number of Customers. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

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

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

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.

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

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

- Within five rings, based on at least three calls within 1 week, or
- Ten calls within 1 month.

6. Bilingual

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

7. Knowledgeable Staff

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

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

C. Paperless/Electronic Information and Services

1. Website

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

a. Service Information

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, holiday tree pick-up information, service changes, invoice

explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

b. *Bill Payment*

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

c. *Service Requests*

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

d. *Contact Us*

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

e. *Link*

Link to Director's website, CleanLA.com.

2. Smart-eClub

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

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

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

3. E-mail Address

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

D. Responses to Customer Complaints and Other Correspondence

1. Resolution of Complaints

a. *Call/E-mail for Service*

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

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

b. *First Complaint*

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

c. *Second and Subsequent Complaints*

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

2. Communications Log

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

3. Missed Collections

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

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

4. COUNTY's Reimbursement Costs

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

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

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

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

E. Service Interruption

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

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

F. Responsiveness to Customer

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If

CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

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

G. Setting Up or Terminating Service

1. New Customers

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

2. Terminating Service

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

SECTION 7 - SERVICE FEES AND BILLING

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

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

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

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

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

Garbage Disposal Districts are structured so that property owners pay for their Basic Services through fees that are collected on their property taxes. CONTRACTOR shall invoice COUNTY and not Customers for that portion of the Contract Services.

The CONTRACTOR's bid on form PW-2.1, Schedule of Prices in Attachment 7-2, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT. Said monthly payment rate shall be referred to hereinafter as the initial monthly payment rate and shall be based upon the Refuse Units of the Service Area at the time the CONTRACTOR submitted its bid. The initial monthly payment rate paid to the CONTRACTOR shall be fixed and shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

A count by Director of the total number of refuse units, referred to hereinafter as Refuse Units, assigned to each parcel of real property (including, but not limited to, Residential, Commercial, and Industrial Establishments, and vacant parcels) in the Service Area based on land use codes as shown by the current records of the County Office of the Assessor will be the "Basic Unit Count" upon which all subsequent adjustments of compensation are computed.

The current Basic Unit Count (number of Refuse Units in the Service Area), is shown on Form PW-2, Schedule of Prices. During the life of this CONTRACT, a new Basic Unit Count will be made of all Refuse Units in the District as of the first day of each July or within 20 days thereafter. If the new Basic Unit Count is not generated by the Assessor within the allocated timeframe, the Basic Unit Count from the previous contract year shall remain in full force and effect.

In making all Basic Unit Counts called for under these specifications, Director may rely on the Assessor's most current tax roll or other records, and the same are hereby agreed to be a true and correct reflection of the number of Refuse Units in the District as of the dates prescribed for computation.

Director will compute the monthly rate in the following manner: the initial monthly payment rate will be divided by the Basic Unit Count, thus establishing a monthly unit rate. This monthly unit rate shall prevail throughout the life of this CONTRACT, except as specifically provided for in this Exhibit 7. At frequency no greater than quarterly, Director may reduce service levels included at any parcel, for SB 1383 related waivers or any other reason at the Director's sole discretion, thereby reducing the payment to CONTRACTOR accordingly. Computation described herein shall be carried to the fourth decimal place.

To determine the monthly payment rate for the second and each subsequent year of the contract, Director will multiply the current Basic Unit Count, as of July of the current year, by the monthly unit rate, thus establishing a new monthly payment rate which shall be paid monthly to the CONTRACTOR during the 12-month period beginning in September of the current year, for services performed beginning in August of the current year.

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. Uniform Fees

CONTRACTOR shall charge the same, uniform Customer Service Fees for the same Task 1 Services listed in Attachment 7-2, Task 1 Service Fees of Exhibit 7. For example, one Customer should not be charged \$10 for roll-our service while another customer is charged \$8.

2. Surcharges

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

a. *Billing Fees*

- 10 percent late fee
- \$25 for interruption of service
- \$25 fee on returned checks

b. *Extra Containers*

c. *No Longer Used*

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

B. Customer Invoice and Payment

While fees for Basic Services within a GDD that are included in a property's allotment are paid through the property tax bill and shall not be billed by CONTRACTOR to the Customer, any additional surcharges as identified in item A2 of Section 7 are to be billed to the Customer.

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.

Contractor shall not bill Customers for their Basic Services. For Method of Payment to COUNTY for these services, see item J of Exhibit 3A1. However, surcharges for Task 1 Services are to be billed to Customers quarterly, 3 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 10 percent per annum from the date originally overcharged until the date refunded.

7. Late Payment

a. *Residential Customers (Quarterly Billing)*

Residential Customer payment of bills for Additional Customer Services 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 penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Residential Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Residential 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, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted by removing any extra Containers from the premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

Plain Language Table

Elapsed Time	Action
1st day of quarter	Bill sent to Residential 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
3.5 months	Extra Containers removed, \$25 interruption fee

b. Commercial Customers (Monthly Billing)

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

If payment is not received after 1.5 month, a reminder shall be sent to Commercial Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Commercial Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping additional service and Container removal. If payment is not received after 3 months, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted, and any extra Containers removed from the premises and a \$25 interruption fee may be charges upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing extra Containers.

Plain Language Table

Elapsed Time	Action
1st day of quarter	Bill sent to Commercial 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
3.5 months	Extra Containers removed, \$25 interruption fee

a. Partial Payment

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

b. Returned Check Fee

A \$25 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 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 \$172,311.96** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

a. *Abandoned Waste Not Commingled*

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

b. *Abandoned Waste Commingled*

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

2. Special Fund Obligation

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

3. Billing

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If

CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

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

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

a. *Abandoned Waste - Weekly Collection*

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

(1) *Rate Per Ton*

CONTRACTOR may request a fee equal to the rate per ton. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless requested by Director.

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

(1) *Monitoring All Hot Zone Locations*

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

For example, for a \$1 rate for 500 feet, CONTRACTOR may request $\$1 \times 500 \times 22 \text{ days} = \$11,000$ per month.

(2) *Additional Hot Zone Monitoring*

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

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

c. *Public Receptacles*

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.

d. *No Longer Used*

e. *Homeless Encampments*

(1) *Abandoned Homeless Encampments*

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

(2) *Occupied Homeless Encampments*

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

f. *Emergency Assistance*

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

g. *Litter Collection*

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

4. Payment Exceeding Maximum Contract Sum

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

5. Request Work

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

6. Performing Work to Exceed Maximum Contract Sum

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

7. Budget Reduction

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

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

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

8. Deductions

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff

costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

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

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

10. Most Favored Public Entity

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

11. Change in Service Area

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

12. Dissolution of Service Area

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.

SECTION 8 - WASTE CHARACTERIZATION STUDY

A. Participate with County Study

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

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

B. Perform Study

CONTRACTOR shall perform Solid Waste generation and Disposal characterization studies to assist County in compliance with State laws and goals, including SB 1383, Article 3, Section 18984.5(c). CONTRACTOR's study shall also include collecting data and preparing reports, as needed and as directed by Director, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, Diverted, or otherwise processed, by Customer type (such as Single-Family, Multi-Family, Commercial).

1. Methodology

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

2. Frequency

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

C. Facility Results

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

SECTION 9 - RECORDS

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

A. Record Maintenance and Retention

1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than 5 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 5 years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

3. Notification

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

B. County Custody

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

C. Inspection and Review of Records

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

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

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

Director may give Notice to CONTRACTOR identifying any discrepancy.

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

F. Public Record Request

1. Exclusive Property

The following become the exclusive property of COUNTY:

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

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

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

2. Defend, Indemnify and Hold COUNTY Harmless

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

SECTION 10 - REPORTS

A. Types and Content

1. Monthly Data

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

2. Quarterly Reports

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

a. Rejected Recyclables and Organics

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

b. Educational Materials

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

c. Non-Collection Notices

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

d. Customer List

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

GDD contracts will need to include all locations receiving service, both those who receive only the service paid through their property taxes and those who pay for Additional Customer Services;

e. *Containers Removed Upon Director Request*

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

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

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

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

f. *Waste Characterizations*

Results of any waste characterizations performed, per Section 8.

g. *Route Review Results*

Results of any route reviews performed, as required in item C3 of Exhibit 3A1.

3. Annual Report

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

a. *Waste Diversion Program Implementation*

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

b. *Subcontractors*

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

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

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

d. *Task 2 Services Information*

Information relating to Task 2 Services requested by Director.

e. *Scavenging*

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

f. *Vehicles*

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

4. Reports of Violators

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

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

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

B. Submission of Reports

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

1. Monthly Reports

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

2. Quarterly Reports and Annual Report

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

C. Reporting Adverse Information

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

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

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

D. COUNTY's Right to Request Information

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

SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

A. Director's Right to Provide Contract Services

1. Events

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

a. Unable for a Period of 48 Hours to Collect

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

b. COUNTY Suspends or Terminates CONTRACT

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

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

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

2. Notice

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

3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

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

4. Rental and Other Compensation

a. *Uncontrollable Circumstances*

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

(1) *Rental Fees*

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

(2) *Vehicles*

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

(3) *Personnel*

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

The Parties shall select an appraiser as follows: within 10 days after CONTRACTOR requests payment of rental fees in events described in item (i) of this subsection 8a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other

ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

b. *Other Than Uncontrollable Circumstances*

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

B. No Longer Used (Emergency Assistance Moved to Item F of Exhibit 3A2)

C. Backup Service Plan

CONTRACTOR shall implement its Backup Service Plan within 7 days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR's employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

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

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

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their solid waste, 6 days per week. The facility shall only charge the Customer for disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

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

3. Inform Customers of Temporary Procedures

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

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

4. Credit Policy for Missed Contract Services

a. *Missed Curbside Collection*

(1) *Basic Services (Paid by County)*

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically reduce invoiced amount to COUNTY for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit COUNTY 2/13 of that quarter's fee toward the next quarter's fee.

(2) *Additional Services (Paid by Customer)*

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer the amount of the additional services surcharge for each missed collection.

b. *Other Customer Services*

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

5. Provide Replacement Drivers and Security

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

6. Identify Customers Requiring Priority Service

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

D. Use of Goods, Services and Property

1. Cart Acquisition Contracts

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

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

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

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

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

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

2. Inventory

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

- In each Monthly Report and Annual Report, and
- Within 1 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 procure 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 procured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY's sole discretion, obtain damages resulting from that DEFAULT.

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

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

2. Liquidated Damages

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

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

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

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f.** The CONTRACTOR accepts COUNTY's assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

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

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

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

E. COUNTY'S Reimbursement Costs

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

F. Waiver

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

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

A. Protocol

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

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

B. Prohibition on Collection

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

C. Notice to Director

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

D. Labels

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

SECTION 14 - EXECUTION OF CONTRACT

A. Execution in Counterparts

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

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

B. Authority to Execute

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

SECTION 15 - PERFORMANCE ASSURANCE

A. Performance Bonds, Other Security

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

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

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

Service Area	Amount of Performance Assurance
Walnut Park	\$156,341.79

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

- 15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services;
- + 15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
- + 110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first 6 months of the prior Contract Year; and
- + Up to \$50,000, at the discretion of Director;
- = SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

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

of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

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

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

B. Further Assurances

In addition to all other rights and remedies it may have, within 5 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 (not applicable)
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. Refuse Units
6. Tonnages
7. Parcels

D. Outreach

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

E. SWIMS

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

SECTION 17 - CONTRACTOR Documentation (Contract Services)

A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

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

B. Changes in CONTRACTOR Documentation

1. Notice to Director

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

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

Acknowledgment: CONTRACTOR has submitted the attached CONTRACTOR Documentation.

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

2. Director Consent.

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

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

Acknowledgment: I have reviewed and approved the attached CONTRACTOR Documentation

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

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

COUNTY OF LOS ANGELES

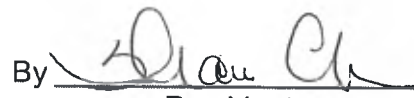
By 
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Talin Halabi*
Deputy

CONSOLIDATED DISPOSAL SERVICE,
LLC, dba Republic Services

By 
President—General Manager

Shannon Clark

Type or Print Name

Secretary

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 Los Angeles)

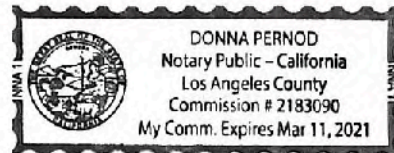
On 7/29/20 before me, Donna Pernod, Notary Public
(insert name and title of the officer)

personally appeared Shannon Clark
who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) 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(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) 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 Donna Pernod (Seal)



CERTIFICATE OF SECRETARY

**RELATING TO THE FIRESTONE AND WALNUT PARK
GARBAGE DISPOSAL DISTRICTS (BRC0000125)
FOR LOS ANGELES COUNTY
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **CONSOLIDATED DISPOSAL SERVICE, L.L.C.**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **SHANNON CLARK** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 20th day of February, 2020.



Eileen B. Schuler, Secretary

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EXHIBIT 3A1 – Task 1 Services

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

A. (No Longer Used)

B. Solid Waste Collection Requirements

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

1. Days Authorized to Collect

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

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

2. Collection Hours

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

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

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

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

3. Collection Frequency

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

Refuse Container or Recyclables Containers Collection frequency may be reduced to every other week.

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

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

4. **Collection Schedule**

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

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

5. **Holidays**

CONTRACTOR shall observe the following Holidays:

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

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

C. Diversion

1. Divert Materials

a. *Refuse Transport and Disposal*

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

b. *Recyclables Transport and Processing*

(1) Facility Designated in Exhibit 17

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

(2) E-Waste

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

c. *Organics Transport and Processing*

(1) Exhibit 17

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

(2) SB 1383 Compliance

Facilities to which CONTRACTOR transports Organics must be compliant with SB 1383 requirements in Article 2, Section 18983.1(b), except for land application which is not allowed under this CONTRACT. Land application will only be allowed

with written approval by Director due to a lack of viable facilities.

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

d. *Manure Transport and Processing*

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

2. Reasonable Business Efforts to Divert

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

a. *Bulky Items*

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

b. *Abandoned Waste*

Abandoned Waste Collected in accordance with Exhibit 3A2

c. *Excess Solid Waste*

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

d. *Manure*

Manure observed in Refuse Containers by offering Manure-only Containers

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

a. *Reuse, as-is*

b. *Disassemble, for reuse or Recycling*

c. *Recycle*

d. Conversion

e. Disposal

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

3. Organic Waste Reduction

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

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

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

- Green Waste Container will be for all Organic Waste and its contents shall be transported to a facility that recovers source separated Organic Waste, unless a separate Food Waste Container is provided.
- Recyclables Container will include wood, dry lumber, and textiles in addition to paper, plastic, and metals.
- Occupants will not be permitted to place Organic Waste, including Food Waste, in the Refuse Container and must source separate it in the Green Waste or Food Waste Container.
- Food Waste Containers may be provided to Occupants that generate significant quantities of Food Waste and must have a brown lid.
- Containers at Homeless Encampments will be treated as public receptacles and therefore, not considered unsegregated single-Container collection services in Section 18984.3 of SB 1383 and therefore, their waste is not required to go a high diversion Organic Waste processing facility.

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

- Upon finding prohibited Container contents, CONTRACTOR shall provide written notice to the generator.

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

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

D. Containers

1. Standard Containers

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

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

COUNTY may offer rebates directly to Customers that use fewer or smaller Containers than what they are entitled to through their payment of GDD fees that are collected on their property tax bills. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore adjust the monthly unit rate of compensation set forth in PW-2.1, Schedule of Prices in Attachment 7-5.

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

3 Refuse Units is entitled to 1.5 cubic yards of capacity each week and shall be offered a 2.0 cubic yard Dumpster.

2. **Extra or Larger Capacity Containers**

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

3. **Delivery, Removal, and Exchanges**

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

a. Starting or Stopping Service

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

b. One Annual Exchange of Containers

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

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

c. Multiple Exchanges of Container(s)

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

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

d. Cleanliness of Containers

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

(1) **At Contract Start for Used Containers**

Starting within 2 months of Commencement Date, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers if Containers are reused from previous contract.

(2) **Annual Cleaning of Green Waste Containers**

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

(3) **Monthly Cleaning by Customer Request**

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

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

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

- Tag Containers with a warning Notice that Solid Waste may not be stored in the right-of-way and the further leaving out of the Containers may result in their removal and a fee to return them.
- Remove any Cart or Dumpster from the Right-of-Way, within two Service Days.
- On the same day as removal, contact Occupant and Customer by telephone to notify them of the removal, the reason for it, and how to have it returned.
- Charge Customer the surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Note that this surcharge may be increased by 25 percent for each additional occurrence within the past, rolling 12 months. For example, if the first time the fee was \$20, one month later it would be \$25, three months after that would be \$31.25, but 14 months later it would be back to \$20 (or whatever the current Basic Service Fee is with applicable rate adjustments).
- Charge an additional surcharge, as provided in Attachment 7-2, Task 1 Service Fees of Exhibit 7, if the Set-Out Site contains Solid Waste that CONTRACTOR places inside Containers upon their return.
- Take before and after photographs and make available to Customer and Director, upon request.
- Return Container(s) to Occupant within two service days of Customer's willingness to pay the return fee, such as having it added to the next quarterly bill.
- Notify Director of the status of removals, payment of surcharges, and the return of Containers.

4. **Repair and Replacement**

a. Identification/Reporting

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

b. Fee

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

- A Container is missing but Customers or Occupants do not report the theft of the Container to the police.
- The Container is damaged due to Occupant negligence such as disposing of hot ashes inside the Container or over-filling the Container so that lifting it damages the Collection Vehicle. Director's determination of Occupant negligence is final.

c. Repair or Replacement

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

5. Placement (Set-Out Site)

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

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

6. Inventory

CONTRACTOR shall maintain an adequate inventory of Containers and lids of each type and capacity to provide Customers and Occupants

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

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

7. **Graffiti**

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

8. **Alternative Container Sizes**

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

- Three 32-gallon Carts instead of one 96-gallon Cart.
- One 64-gallon Cart and one 32-gallon Cart instead of one 96-gallon Cart.
- One 3-cubic yard Dumpster in lieu of six 96-gallon Carts.

9. **Additional Specifications**

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

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

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

a. Carts

(1) Capacity

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

(2) Labeling of Body

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

(3) Labeling of Lids

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

(4) Recycled Content

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

(5) Cart Reuse

While Carts provided to Occupants are not required to be new, they must be in reasonably good condition, including

cleanliness, as required in Item D(3) of this exhibit. Director may require Refuse Carts to be washed prior to reuse.

(6) Weight Limits

(a) Refuse and Recyclables

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

(b) Green Waste and Food Waste

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

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

b. Dumpsters

The following conditions apply when Dumpster service is provided.

(1) Lids

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

(2) Labeling of Body

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

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

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

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

In the event of Breach or termination, COUNTY may purchase some or all Containers and/or Cart lids on the effective date of the contract termination Notice at a price equal to the then book value of Containers and/or Cart lids amortized straight-line over the initial seven-year Term of the CONTRACT, but not less than a fair market value if the depreciated term had gone beyond 6 years. This includes Containers and/or Cart lids stored in CONTRACTOR's inventory for future use under the requirements of subsection 6 of this Section. CONTRACTOR shall transfer or assign to COUNTY all rights necessary to give COUNTY ownership, possession and use of Containers and/or Cart lids, including under any Containers and lid acquisition agreement.

12. **Bear-Resistant Carts**

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

13. **Manure Service**

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

14. **Cart with Gravity Lock**

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

If CONTRACTOR is unable to Collect from Cart due to failure of the lock, CONTRACTOR shall require Customer to repair it, offer to repair it for a

reasonable charge, or replace Cart with standard non-locking Cart at no charge.

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

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

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

1. CONTRACTOR-Designated Solid Waste Facility

CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. CONTRACTOR may designate a Solid Waste Facility or Facilities that utilizes Conversion Technology or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities, CONTRACTOR must provide Notification to Director for consent of change. Director will review information such as fees, distance, Recycling rates, ability to Recycle Recyclables.

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

2. Flow Control

Director reserves the right to direct Solid Waste to a specific site or facility if that facility has significant environmental or financial benefits. For example, directing Organic Waste to a facility that is 5 miles away instead of one that is 200 miles would have a significant environmental benefit, assuming both facilities charged approximately the same. Directing Organic Waste to a facility that charged \$65 per ton instead of \$85 dollars would have significant financial benefits, assuming both facilities were the same distance away. CONTRACTOR may indicate why their chosen facility is more beneficial but Director has the ultimate decision.

COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility selected by the

CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

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

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

3. **Land Application of Organic Waste**

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

G. Recyclables

1. **Scavenging - Discouragement**

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

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

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

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

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

Taking actions under County Code Section 20.72.196 to discourage Scavenging.

2. **Prohibition on Mixing Recyclables, Organics, and Refuse**

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

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

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

3. **Residuals**

- a. *Minimize Quantity of Residuals*

CONTRACTOR shall not use facilities that have a significant quantity of Solid Waste residuals remaining after Processing Recyclables as determined by Director, including considering operating and recovery efficiencies and maximum levels of residuals that 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**

Director may add or delete materials from the definition upon Notice to CONTRACTOR. Within 14 days of receiving that Notice, CONTRACTOR shall give Director a draft Notice informing Customers of changes in materials. Following COUNTY's approval, CONTRACTOR shall distribute those Notices to Customers and Occupants in the manner that Director requests in accordance with Item L4b of this Exhibit.

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

Examples of adjustments (or no adjustments) might be:

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

7. **Waste Characterizations**

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

H. Special Services

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

1. Holiday Tree Collection

For a minimum of three weeks following December 25, or another period established by Director, CONTRACTOR shall Collect, transport, process, and Divert all Holiday trees, stripped of ornaments, garlands, tinsel, flocking, and stands, placed for Collection at the Set-Out Site, on the Occupant's regularly scheduled Collection day. Trees Collected under this program are not required to be cut to a smaller size by Occupant. Trees set out after the 3-week period are to be Collected as Green Waste and therefore limited to 4-feet in length. All materials Collected shall be Diverted to the maximum extent feasible.

2. Annual Curbside Cleanup Event

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

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

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

- Route maps with starting and ending points,
- Vehicles,

- Number of workers,
- Primary contact Person, and
- Other information requested by Director.

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

CONTRACTOR is to anticipate that some Occupants will place items at the Set-Out Site after 6 a.m. and after CONTRACTOR has passed that Occupant's home. Therefore, prior to the end of each day's event, CONTRACTOR shall return to each street one time to ensure that all discarded materials placed at Set-Out Site were Collected. CONTRACTOR is not required to use a Collection Vehicle for the second pass. For example, CONTRACTOR's route supervisor may check the Set-Out Sites. If any discarded material is found, CONTRACTOR shall Collect it that same day. Any items in the Public Right-of-Way after CONTRACTOR has returned one time are considered Abandoned Waste.

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

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

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

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

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

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

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

a. *End of Next Service Day*

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

b. *Same Day*

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

5. Special Cleanup Events Services

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

6. Sharps Collection

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

a. *Four Sharps Containers per Year*

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

b. *Collect or Pre-Paid Mailer*

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

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

7. **Mulch and Compost Giveaway Program**

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

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

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

a. *Pickup Event*

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

b. *Delivery*

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

8. **Director's Fund**

Each Contract Year, CONTRACTOR shall create and maintain a fund for use upon Director's request for as-needed tasks similar in nature or related to Contract Services (Task 1 and Task 2 Services). The amount of this fund shall be calculated based on the number of parcels at the rate of \$0.09 per parcel per month per year and shall be available for use at the Director's request after the Commencement Date. Parcel counts are based on the

number of parcels on the Commencement Date and adjusted annually thereafter. Unused funds shall rollover to the next Contract Year. For example, 5,000 parcels would generate a fund of $\$0.09 \times 5,000 \times 12 = \$5,400$ every year.

Examples of use of this fund are as follows:

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

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

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

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

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

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

These services include the following:

a. **Move Carts**

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

b. Carry Bulky Items

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

2. Extended Full-Service Carts

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

a. Long Driveways.

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

b. Unpaved Driveways

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

c. Steep Driveways

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

3. Minimum Service (Up to Ten feet) Carts

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

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

4. **Dumpsters**

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

J. Method of Payment for Task 1 Services

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

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

K. Transition Roll-Out Plan

At least 30 days Prior to the Execution Date, CONTRACTOR shall provide to Director for approval a start-up transition and Container roll-out plan, including both time line and tasks. CONTRACTOR shall submit a plan in accordance with item B19 of Exhibit 17, and shall address items such as:

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

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

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

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

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

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

L. Public Education and Outreach

CONTRACTOR shall develop, disseminate, and conduct comprehensive public education and outreach regarding services to maximize Diversion of Recyclables, Green Waste, Bulky items, Sharps, and E-waste. The public education and outreach components shall include but not be limited to the following:

1. Customer Terms and Conditions

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

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

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

2. Service Brochure(s)

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

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;
- CONTRACTOR's Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the

Customer's or Occupant's service complaint is not satisfactorily resolved;

- Description of Green Waste and items (such as palm fronds) that do not comprise Green Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

3. **Community Meetings/Events**

a. Prior to Start of Contract

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

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

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

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

b. Upon Director Request

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

(1) Operate Recycling Information Booths

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

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

(2) Other Activities/Actions

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

4. **Written Notices and Outreach Materials**

a. *Prior to Beginning Task 1 Services*

(1) Letter From Director

Within 30 days after the Award Date or other date designated by Director, CONTRACTOR shall print and first-class mail Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

(2) Letter From CONTRACTOR

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

b. *Upon Start of Task 1 Services and Annually*

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

In summary, outreach will be as follows:

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

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

Such educational materials include:

(1) **Articles**

Each month, CONTRACTOR shall develop a Bilingual article with color graphics containing information that encourages Recycling and to educate Customers and Occupants of Task 1 Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Holiday Tree Collection instructions
- Organics and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- Containers left in street or alley
- Unpermitted Waste Disposal
- New Solid Waste laws
- Articles specific to Service Area such as bear Carts, palm fronds, or Manure
- Other articles upon the request of Director

(2) **Special Announcements**

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

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule

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

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

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

(a) Flyer – Text/Email or Direct Mail

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

(c) Magnets

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

(3) Distribution

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

(a) Direct Mail (Monthly Postcards)

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

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

(b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, "Have a Holiday tree to get rid of? [Click here.](#)", with a link to an article about Holiday trees. When there is an HHW Collection Event nearby, send a text worded, "Leftover household chemicals, paint, or used oil to get rid of? [Click here.](#)" Messages shall be sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

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

(4) [Delivery of Written Materials to Customers and Occupants](#)

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

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

* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants. CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) **Social Media**

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Task 1 Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram, and NextDoor.

5. **Additional Outreach**

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

6. **Bilingual Correspondence**

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

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

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

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

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

M. CONTRACTOR Commitments Made in Proposal

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

N. (No Longer Used)

O. Difficult to Service

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

P. Food Waste

1. Food Waste Collection

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

2. Food Waste Container

To encourage Occupant's participation in diverting Organics from Landfills, CONTRACTOR is to provide an in-home container that is attractive enough to place on a kitchen counter and small enough to place in a dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag. While the first container is to be provided at no additional charge, CONTRACTOR must allow the purchase of additional containers for the fee indicated in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

To further encourage the reduction of waste generation through the participation in the Smart e-Club, CONTRACTOR is to promote and offer a second, upgraded stainless steel container, upon the request of the Occupant that is enrolled in the Smart e-Club. Promotion means to include in newsletter articles.

a. *Each Occupant*

CONTRACTOR shall provide each Occupants and each new Customer a container intended for Food Waste in the home, prior to the start of their service. The container shall be similar in design to

ones available at sure-close.com (Director does not endorse this particular brand) and meet the following criteria:

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

b. Smart e-Club Members

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

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

EXHIBIT 3A2 – Task 2 Services

Abandoned Waste Collection Services And Public Receptacle Collection Services

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

1. Service Locations and Times.

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

a. Monitor

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

b. Document

CONTRACTOR is always required to include the number of incidents and the location of Abandoned Waste. CONTRACTOR may not use same Vehicle for Collection of Abandoned Waste and Bulky Items to be able to distinguish the two in the Reporting.

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

c. Remove

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

- On the same day as automated Collection specified in Task 1 Services, in item B4 of Exhibit 3A1, Sweep of the entire Service Area;
- By the end of the second Service Day after a request by Director or any Person;

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

d. *Clean*

CONTRACTOR shall sweep or otherwise clean and Collect all loose litter and debris within three feet of an item of Abandoned Waste.

2. Miscellaneous Requirements

a. *Alternative Vehicles*

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

b. *Unpermitted Wastes*

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

c. *Very Large Items*

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

d. *Comprehensive Service*

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

3. No Longer Used

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

CONTRACTOR shall ensure that all alleys including but not limited to wall to wall and/or fence to fence within the Service Area are in a state of cleanliness. While all or some alleys may be serviced by a street sweeper, CONTRACTOR is responsible for the alley cleanliness.

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

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

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

5. **Daily Monitoring and Clean up in Hot Zones**

Hot Zones are areas where Abandoned Waste is dumped frequently, or areas Director deems important to keep free of Abandoned Waste. CONTRACTOR shall monitor, remove and clean up Abandoned Waste in Hot Zones daily, Monday through Friday (or the day after a Holiday) between the hours of 6 a.m. and 6 p.m. for the following locations:

- The locations of Hot Zone are shown in item A2 of Exhibit 16.
- If there are no Hot Zones, then the feet listed in item C2 of Exhibit 16 will be 0 or n/a.
- Director may amend item A2 and C1 of Exhibit 16 upon Notice to CONTRACTOR, including increasing the existing route length by up to 125 percent. Amendments are subject to agreement with CONTRACTOR on adjusting CONTRACTOR's compensation, except for the rate per foot which will not be adjusted.

6. **Payment**

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

B. Public Curbside Receptacles Collection Service

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

1. **Collection**

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

2. **Maintenance**

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

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

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

3. **Collection Schedule**

a. ***Standard Public Receptacles***

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

b. ***Solar Compacting Public Receptacles***

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

4. **Other**

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

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

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

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

b. *Solar Refuse/Recyclables compactors*

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

c. *Verification*

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

d. *Receptacle Locks*

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

e. *Damaged Receptacles*

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

f. *Recyclables*

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

g. *Organics*

Starting any time after January 1, 2022, Director may direct CONTRACTOR to remove organics from receptacles through Processing at a high diversion Materials Recovery Facility. Due to a

lack of such facilities at the time of CONTACT Execution, the fee for this service will be negotiated prior to the service.

C. (No Longer Used)

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

E. Homeless Encampments

CONTRACTOR acknowledges:

- Homeless Encampments are temporary and homeless individuals are transient,
- Homeless Encampments are not Customers and therefore Solid Waste generated and discarded in the Right-of-Way is considered Abandoned Waste, and
- Public health and safety requires that Solid Waste generated in Homeless Encampments must be removed not only when individuals abandon a Homeless Encampment, but also when they occupy it.
- Providing regular trash service to People Experiencing Homelessness (PEH) is a new service and therefore difficult to predict the exact level of services needed and problems that may be encountered.

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

1. Abandoned Homeless Encampments

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

2. **Occupied Homeless Encampments**

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

Local homeless service providers may be able to assist in distribution of flyers and bags. If bags are used, they shall be:

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

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

a. Quantity

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

b. Transportation/Delivery

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

locations or require CONTRACTOR to place them at a particular location.

Carts and Dumpsters cannot be left in the public right-of-way overnight without a permit. Therefore, CONTRACTOR shall either deliver the Containers between 6 and 7 a.m. and removing them later that day between 3 and 4 p.m., or other times as approved by Director or if Director obtains a permit, Containers may be left in-place.

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

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

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

c. *Collection*

CONTRACTOR shall anticipate that prior to offering regular Refuse Collection services to an encampment and during the service, there will be piles of Solid Waste, either Bulky Items or bagged or loose 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, or Dumpsters to Collect, transport, and Dispose of Refuse. Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that no one is sheltered inside the Container. CONTRACTOR shall Collect any loose litter within 3 feet of Containers, bags, and boxes.

(1) **Contaminated Containers**

Prior to Collecting a Container, CONTRACTOR shall use Best Efforts to ascertain that the Container is contaminated with Sharps, hazardous waste, Universal Waste, or biological waste. CONTRACTOR may charge a fee for contamination equal to that indicated on Attachment 7-3 – Task 2 Service Fees.

(2) **Overflowing Containers**

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

d. Diversions/Disposal

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

e. Documentation

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

f. Additional Cart or Dumpster Services

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

F. Emergency Assistance (Contract Services)

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

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

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

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

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

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

1. **Automated Collection Services**

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

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

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

Fees per ton for Disposal* (with respect to Solid Waste, including Abandoned Waste, not discarded in Containers) as provided in

Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7. Director may require CONTRACTOR to obtain consent or acknowledgement from property owners prior to removal of Solid Waste or debris. This may be in the form of an agreement to pay for such services.

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

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

4. **Palm Frond Collection**

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

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

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

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

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

None of the fees referenced above can be greater than the limits provided in item C10 of Section 7, Most Favored Public Entity, unless Director, at his sole discretion, provides authorization based on information provided by CONTRACTOR substantiating the need for an increase.

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

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

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

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

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

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

G. Litter Collection

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

- As requested by Director
- Upon observation by CONTRACTOR, unless requested by Director to no longer provide this service

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

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

H. Method of Payment for Task 2 Services

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

EXHIBIT 3A3 – Additional Services

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

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

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event.

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

1. **Bulky Items – No Call, Weekly Unlimited Quantities**

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

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

2. **Excess and Special Waste – No Call, 3 Times Per Contract Year**

CONTRACTOR shall Collect excess waste and special recyclable/reusable items described in the following sections, discarded at the Set-Out Site on the regular Collection day. Customer or Occupant is not required to request service in advance. However, CONTRACTOR may encourage Customers and Occupants to request service in advance.

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

CONTRACTOR is to record and monitor the number of times this service is used by each Occupant or Customer. A fourth time requires the Customer to agree to pay for the service for the fee in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

a. Excess Refuse

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

b. Excess Green Waste

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

c. Special Recyclable/Reusable Items

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

(1) 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.

(2) Wood and Dry Lumber

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

(3) E-waste

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

3. Intended Discard

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

4. Future On-Call and Limited Bulky Item Collection

Director is considering changing the Bulky Item Collection from a weekly Sweep required in this CONTRACT to a limited, on-call system in the future. If that is to occur during the Term of this CONTRACT, CONTRACTOR will revise its monthly Basic Service Fee to reflect the price for Bulky Item

Service (On-Call) indicated on Attachment 7-2, Task 1 Service Fees of Exhibit 7.

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

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

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

a. *Bulky Items*

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

b. *Excess Refuse*

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

c. *Excess Green Waste*

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

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

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

Service Fees of Exhibit 7 and charge for items listed in Contractor Documentation in Exhibit 17.

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

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

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

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

This service is like services in Item I1 of Exhibit 3A1 but for areas with Set-Out Site limitations and a distance up to approximately ten feet as measured between the Set-Out Site and the location the Occupant places Carts, for the surcharge not to exceed 5 percent of the monthly basic rate. See location in the maps in item A7 of Exhibit 16 or a list of locations in item C4 of Exhibit 16.

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

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

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

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

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

EXHIBIT 5 – Additional Contract Language

PART 1 - (No longer used)

PART 2 - (No longer used)

PART 3 - GENERAL CONTRACT REQUIREMENTS

A. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 1.** In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2.** Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3.** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either:
a) repaid by Contractor to County by cash payment upon demand or b) at the

sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

B. Social Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

- Pay to COUNTY any difference between the CONTRACT amount and what COUNTY's costs would have been if the CONTRACT had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

C. Local Small Business Enterprise Preference Program

This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

D. Disabled Veteran Business Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official

or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

E. CONTRACTOR Responsibility and Debarment

1. Responsible CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

2. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County.

3. **Nonresponsible CONTRACTOR**

COUNTY may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

4. **Contractor Hearing Board**

- a. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- e. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

5. **Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

F. Reporting Requirements for Improper Solicitations

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration. CONTRACTOR shall make the Report either to COUNTY manager charged with the supervision of the employee or to COUNTY Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Among other items, improper consideration may take the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

G. COUNTY's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include

improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

H. Local Small Business Enterprise Utilization

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

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

I. Compliance with COUNTY's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract.

County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

J. Authorization Warranty

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

K. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

L. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

M. Facsimile Representations

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

N. Force Majeure

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

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

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

O. Most Favored Public Entity

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

P. Notice of Delays

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

Q. Notice of Disputes

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

R. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal,

business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

S. Authority of Public Works and Inspection

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

T. Cooperation

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

U. Cooperation and Collateral Work

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

V. Equipment, Labor, Supervision, and Materials

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

W. Gratuitous Work

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

X. Jobsite Safety

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

Y. Labor

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

Z. Permits/Licenses

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

AA. Public Convenience

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

BB. Public Safety

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

CC. Quality of Work

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

DD. Quantities of Work

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

EE. Safety Requirements

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

FF. Storage of Materials and Equipment

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

GG. Transportation

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

HH. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

II. County Contract Database/CARD

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

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code,

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

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

1. **Defaulted Property Tax Reduction Program**

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

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

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

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

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

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

LL. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its

employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

MM. Contractor Independence

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

PART 4 - INDEMNIFICATION AND INSURANCE

A. Indemnification and Release of COUNTY

CONTRACTOR shall release, Indemnify, defend, and hold harmless COUNTY and County's Related Parties from and against all Liabilities arising from, connected with, or relating to all the following:

1. **Operations**

CONTRACTOR and Contractor's Related Parties' operations or any of their respective services on or after the date of this CONTRACT, including the Contract Services and Liabilities further detailed in the following Indemnifications contained in Part 4A2 through Part 4A5 of this Exhibit 5, but excluding any Liabilities arising from the sole active negligence of COUNTY.

2. **Cal/OSHA**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR or COUNTY or both about any alleged act or omission of CONTRACTOR or any of Contractor's Related Parties that is in violation of any Cal/OSHA regulation. This obligation includes all investigations and proceedings associated with purported violations of 8 CCR 336.10 pertaining to multiemployer work sites. CONTRACTOR shall not be obligated to so release, Indemnify, defend, and hold harmless COUNTY from and against any Liabilities arising from the active negligence of COUNTY.

3. **Immigration**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, employer sanctions and any other Liabilities that may be assessed against CONTRACTOR, any of Contractor's Related Parties or COUNTY or any one or all of them about any alleged violation of Federal Applicable Law (including the Immigration Reform and Control Act of 1986 (PL. 99-603) pertaining to the eligibility for employment of individuals performing Contract Services. CONTRACTOR shall not be obligated to so Indemnify, release, defend, and hold harmless COUNTY from and against any Liabilities arising from active negligence of COUNTY.

4. **Enforcement of CONTRACT or Applicable Law**

Without limiting the operations Indemnification in Part 4A1 of Exhibit 5, any Liabilities that may be assessed against CONTRACTOR, any of Contractor's Related Parties or COUNTY or any one or all of them about any alleged failure of COUNTY to exercise COUNTY'S rights under this

CONTRACT or to enforce provisions of this CONTRACT or of Applicable Law as permitted under Part 11A4 of Exhibit 5.

5. **Disposal**

The presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Unpermitted Waste or petroleum to, in, on, at, or under any Vehicle, place, site, or facility where CONTRACTOR or any of Contractor's Related Parties transports, delivers, stores, processes, Recycles, Composts or Disposes of Solid Waste to the extent that Liabilities are caused indirectly or directly by any of the following:

a. ***CONTRACTOR Negligence or Misconduct***

The wrongful, willful, or negligent act, error or omission, or the misconduct of CONTRACTOR or any of Contractor's Related Parties;

b. ***Non-Customer Materials***

The Collection, delivery, handling, Recycling, Processing, Composting or Disposal by CONTRACTOR or any of Contractor's Related Parties of any materials or waste, including Unpermitted Waste, that are generated by Persons other than Customers and Occupants or Collected from Premises other than Premises;

c. ***Failure to Comply with Unpermitted Waste Screening Protocol***

The failure of CONTRACTOR or any of Contractor's Related Parties to undertake Unpermitted Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; or

d. ***CONTRACTOR-Identified Unpermitted Waste***

The improper or negligent Collection, handling, delivery, Processing, Recycling, Composting, or Disposal by CONTRACTOR or any of Contractor's Related Parties of Unpermitted Waste that CONTRACTOR or any of Contractor's Related Parties inadvertently Collects from Customers and Occupants and that CONTRACTOR or any of Contractor's Related Parties identifies as Unpermitted Waste before its delivery, Processing, Recycling, Composting, or Disposal whether:

- (1) In one or more occurrence;
- (2) Threatened or transpired;

- (3) CONTRACTOR or any of Contractor's Related Parties is negligent or otherwise culpable; or
- (4) Those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this item A5, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing Indemnification under this item A5 is intended to operate as a CONTRACT under 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and Indemnify COUNTY from liability in accordance with this Section.

The mere presence of household hazardous waste in the Solid Waste that is Collected by CONTRACTOR or any of Contractor's Related Parties under this CONTRACT will not constitute negligence and in and of itself create any liability on the part of CONTRACTOR or any of Contractor's Related Parties absent any of the circumstances described in items a through d in this item A5.

With respect to COUNTY's defense under this item A5, COUNTY reserves the right to retain co-counsel at its own cost and expense and CONTRACTOR shall direct CONTRACTOR's counsel to assist and cooperate with COUNTY's co-counsel.

CONTRACTOR hereby releases and shall not seek contribution or compensation of any nature from COUNTY for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. CONTRACTOR shall not make any claims against or assert an interest in any account, fund, or reserve that COUNTY may establish or otherwise or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve COUNTY is under no obligation to establish or maintain.

B. Insurance

Without limiting its Indemnities, and in the performance of this CONTRACT and until all its Performance Obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain the following programs of insurance at its own expense. Performance Obligations under this Section are in addition to and separate from any other Performance Obligation in this CONTRACT. COUNTY reserves the right to review and adjust the insurance requirements in this Section if COUNTY determines that there have been changes in risk exposures. COUNTY makes no warranty that the insurance coverage terms,

types, and limits in this Part 4B is sufficient to protect CONTRACTOR for Liabilities that may arise from or in relation to this CONTRACT.

1. **Primary, Excess, Non-Contributory**

All CONTRACTOR's insurance carried under this Part 4B shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

2. **Cancellation of or Changes in Insurance**

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

3. **Noncompliance**

Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any Performance Obligation under this Part 4B. If CONTRACTOR does not provide and maintain those programs of insurance, COUNTY may purchase required insurance coverage without further Notice to CONTRACTOR, and COUNTY may charge CONTRACTOR any premium costs advanced by COUNTY for that insurance and draw on the Performance Assurance provided by CONTRACTOR.

4. **Evidence of Insurance: COIs and copies of policies**

At least 30 days prior to the Execution Date and thereafter 30 days prior to each policy renewal and within two business days of any Director request, CONTRACTOR shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to Director at the address provided for Notices. Certificates or other evidence must:

a. Specifically identify this CONTRACT by name or number

name the insured Party that matches the name of CONTRACTOR executing this CONTRACT; provide the full name of each insurer

providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number, and financial rating.

b. *Types and limits*

Clearly evidence all coverage, types, and limits required in this CONTRACT. Identify standard policy forms or their equivalent. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;

c. *Cancellation Notice*

Contain the express condition that Director is to be given written Notice by mail at least 30 days in advance of cancellation (ten days for nonpayment of premium) for all policies evidenced on the certificate of insurance;

d. *List additional endorsements*

(1) Additional insured endorsements. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials, officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed Contract Services, and applicable with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether that liability is attributable to CONTRACTOR or COUNTY. The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this CONTRACT. CONTRACTOR may use an automatic additional insured endorsement if the endorsements meet the requirements of this Part 4B.

(2) Waiver of Subrogation Endorsements. Include copies of subrogation endorsements necessary to effect CONTRACTOR's waiver of its and its insurer(s)' rights of recovery against COUNTY under all insurance under this Section 14B, to the fullest extent permitted by law.

e. *Deductibles and SIRs*

Identify any deductibles or self-insured retention ("SIR") exceeding \$50,000 for Director's approval. CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR.

COUNTY retains the right to require CONTRACTOR to reduce any deductibles or self-insured retention as they apply to COUNTY or to require CONTRACTOR to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to Director.

If CONTRACTOR has not reached its SIR maximum, CONTRACTOR shall defend COUNTY in the same manner that insurers would have defended COUNTY under required insurance policies.

f. Signature verification

Include documentation acceptable to Director verifying that the individual signing or countersigning the certificates, and at Director's request, the policies, endorsements, or other evidence of coverage, is authorized to do so and identifies his or her company affiliation and title.

g. Certified Copies of any Policy

COUNTY's request, CONTRACTOR shall Promptly provide COUNTY with complete, certified copies of any policy of insurance that CONTRACTOR must secure and maintain under this CONTRACT.

h. Claims Made Coverage

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

i. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

5. **Insurer Financial Rating**

CONTRACTOR shall secure insurance provided by an insurance company acceptable to COUNTY with a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

6. **Notification of Incidents, Claims, or Suits**

CONTRACTOR shall Promptly report the following in writing to Director:

- a. Any accident or incident relating to the Contract Services involving injury or property damage that may result in the filing of an insurance claim, its legal claim, or lawsuit against CONTRACTOR, any Subcontractor, and/or COUNTY;
- b. Any third-Party claim or lawsuit filed against CONTRACTOR arising from or related to Contract Services;
- c. Any injury to a CONTRACTOR employee that occurs on COUNTY property, or,
- d. Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money, or securities entrusted to CONTRACTOR.

CONTRACTOR shall submit its Report on a COUNTY "Nonemployee Injury Report" form available on COUNTY's website at <http://cao.co.la.ca.us/RMB/pdf/NonEmployeeInjuryReport.pdf>.

7. **Insurance Coverage Requirements.**

CONTRACTOR shall secure and maintain insurance coverage meeting the following requirements:

- a. ***General Liability Insurance*** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Annual Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR's Indemnification of COUNTY.

- b. ***Pollution Liability Coverage*** for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup

costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by Federal, State, or local governments or third Parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Part 4B7b, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for CONTRACTOR's Indemnification of COUNTY. CONTRACTOR's general liability policy may be endorsed to provide the required pollution liability coverage.

- c. **Automobile Liability Coverage** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent) with a limit of liability not less than \$2 million for each accident and endorsed to include pollution liability (written on form CA 99 48 or its equivalent). The insurance must cover all Vehicles used by CONTRACTOR pursuant to its operations and services and the terms of this CONTRACT. CONTRACTORS subject to Federal regulations also shall maintain any other coverage necessary to satisfy State or Federal financial responsibility requirements.
- d. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which CONTRACTOR is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

(1)	Each accident:	\$1 million
(2)	Disease - policy limit:	\$1 million
(3)	Disease - each employee:	\$1 million

8. **Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure that all Subcontractors performing Contract Services under this CONTRACT secure and maintain the insurance coverage required in Part 4B1 through B7 by providing evidence that either:

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

- Subcontractors are maintaining the required insurance coverage.

CONTRACTOR shall provide COUNTY with any Subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

C. Compensation for COUNTY Costs

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

D. Alternative Risk Financing Programs

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

PART 5 - (No longer used)

PART 6 - DEBARMENT BREACHES AND DEFAULTS; SUSPENSION; TERMINATION

A. Notice of Breach; CONTRACTOR Cure

If Director determines that CONTRACTOR is in Breach, Director may give Notice to CONTRACTOR identifying and describing the Breach.

CONTRACTOR shall remedy the Breach within 30 days from the receipt of Notice unless Director determines that the public health and safety require a shorter period. CONTRACTOR shall remedy a Breach or with respect to the Child Support Compliance Program described in Part 11B of Exhibit 5, 90 days after Notice by the COUNTY's Child Support Services Department. Director will hold a conference with CONTRACTOR within 30 days of CONTRACTOR request. CONTRACTOR may request additional time to correct the Breach, but Director may accept or reject that request at its sole discretion.

B. Contractor Default.

1. Fraud, Misrepresentation, or Breach of Warranties

CONTRACTOR committed any fraud or deceit or made any intentional misrepresentations in the procurement of this CONTRACT; commits, or attempts to commit, any fraud or deceit upon COUNTY after the Award Date of this CONTRACT; makes any material misrepresentations or breaches any warranties in this CONTRACT (including Attachment 5-9H); or includes any materially false or misleading statement, representation, or warranty in any Record or Report.

2. Insolvency or Bankruptcy

CONTRACTOR becomes insolvent or files a voluntary petition to declare bankruptcy; a receiver or trust is appointed for CONTRACTOR; or CONTRACTOR executes an assignment for the benefit of creditors. CONTRACTOR is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether CONTRACTOR has committed an act of bankruptcy and whether CONTRACTOR is insolvent within the meaning of the Federal bankruptcy law or not.

3. Failure to Provide Insurance, Bonds

CONTRACTOR does not provide or maintain in full force and effect all insurance and other assurances of its Performance Obligations, including as required under Part 4 of Exhibit 5 and Section 15, or provide evidence of insurance coverage acceptable to Director.

4. Material or Repeated Violation of Applicable Law

a. *Any material Violation of Applicable Law*

That is not cured to the satisfaction of Director or applicable Regulatory Agency within 30 days of the Notice, assessment, or determination of that Violation of Applicable Law; or

b. *Any repeated Violation of Applicable Law*

If CONTRACTOR is entitled to and does contest a Notice, assessment, or determination of Violation of Applicable Law by proceedings conducted in good faith, no Contractor Default will be deemed to have occurred until a final decision adverse to CONTRACTOR is entered.

5. Failure to Collect for Seven Days

Unless due to Uncontrollable Circumstances or otherwise approved by Director, CONTRACTOR fails to Collect from all Occupants with respect to Task 1 or to provide Task 2 Services for seven consecutive calendar days.

6. Failure to Collect for More Than Seven Days

With respect to Task 1 or Task 2 Services, if due to Uncontrollable Circumstances, CONTRACTOR fails to Collect from all Occupants or provide Task 2 Services for a period of more than seven consecutive calendar days.

7. Payments to COUNTY

CONTRACTOR does not timely and fully make any required payment to COUNTY required under this CONTRACT (including payments such as damages or County's Reimbursement Costs):

a. *More than twice in any Calendar Year;*

b. *Within 60 days of Notice by Director that payment is due; or*

8. Specified Contractor Defaults

CONTRACTOR Breaches any of the following Sections:

**a. *Part 11B of Exhibit 5 Child Support Compliance Program*
(if not cured within 90 days of Notice given as described in Part 6 of Exhibit 5);**

- b. Part 12C1 of Exhibit 5 Compliance with ILO Convention Concerning Minimum Age for Employment;*
- c. Part 12D of Exhibit 5 Nondiscrimination;*
- d. Part 12F of Exhibit 5 County Lobbyist Ordinance; or*
- e. Part 6F of Exhibit 5 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Defaulted Property Tax Reduction Program.*

9. Uncured or Repeated Breach

CONTRACTOR does not timely cure any other Breach in accordance with item A or CONTRACTOR Breaches any of its Performance Obligations repeatedly or habitually, as determined by Director at their sole discretion, if a specific instance of failure or refusal has been previously cured. However, this Contractor Default will be excused for a period of seven days beginning on the first occurrence of that Contractor Default in the event of Uncontrollable Circumstances, if the event materially affects CONTRACTOR's ability to provide Contract Services. Nevertheless, if Uncontrollable Circumstances interrupt Collection, Customers and Occupants may take actions and COUNTY may exercise any of its rights under Section 11. This Contractor Default will not be excused if it continues for a period of more than seven days beginning on the first occurrence of this Contractor Default.

10. Improper Consideration

COUNTY finds that consideration, in any form, was offered or given by CONTRACTOR either directly or through an intermediary to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR's performance under this CONTRACT where that consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.

11. Default Under Guaranty

A default exists under the guaranty, if any, provided in the most recent annual public financial Reports and other periodic public financial Reports of CONTRACTOR and, at Director's request, each of its Affiliates and other entities, if any, performing Contract Services or providing Goods or Services; provided however, that if CONTRACTOR did not submit its own financial Reports before the Execution Date of this CONTRACT, it must provide a guaranty in the form provided by Director, by a guarantor

satisfactory to Director, which guarantor must provide its own audited financial Reports;

C. Notice of Contractor Default

1. Effective Immediately

COUNTY may terminate this CONTRACT effective immediately after Notice by Director to CONTRACTOR of any of the following Contractor Defaults:

- a. *Any Contractor Default, if COUNTY determines that protection of public health and safety requires immediate suspension or termination;*
- b. *A Contractor Default in Part 6B3 of Exhibit 5 (failure to provide insurance, bonds);*
- c. *A Contractor Default described in Part 6B4 of Exhibit 5 (material or repeated Violation of Applicable Law, including County Lobbyist Ordinance);*
- d. *A Contractor Default described in Part 6B10 of Exhibit 5 (improper consideration).*

2. Effective 30 days

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

3. Effective 15 days

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

4. Effective Ten days

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

D. Suspension or Termination of CONTRACT

1. Suspension

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

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

a. *A Contractor Default*

b. *COUNTY Right*

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

c. *Other*

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

During that 45-day period CONTRACTOR shall have the opportunity to demonstrate to Director that CONTRACTOR can once again fully perform Contract Services in accordance with this CONTRACT. If CONTRACTOR so demonstrates, COUNTY's right to suspend this CONTRACT will cease and CONTRACTOR may resume providing services. If CONTRACTOR does not so demonstrate, COUNTY may continue the suspension and terminate this CONTRACT and exercise any other rights and remedies under this CONTRACT.

2. Termination

a. *Contractor Default*

COUNTY may terminate this CONTRACT, in whole or in part, upon the occurrence of a Contractor Default and Notice to CONTRACTOR at the times provided in Part 6D3 of Exhibit 5.

b. *Failure to Agree on Service Fee Adjustments*

Notwithstanding the foregoing, COUNTY may terminate this CONTRACT on 6 months' Notice if in the judgment of Director, COUNTY and CONTRACTOR are unable to reach satisfactory CONTRACT to adjust Service Fees in accordance with items B, C, D, and E of Exhibit 7 for a Change in Law or changes in Service Specifications or Service Standards after good faith negotiations during a period of at least 30 days.

c. *Criminal Activity*

COUNTY may terminate this CONTRACT upon Notice required in Part 6C of Exhibit 5 if COUNTY exercises its right to terminate this

CONTRACT under Part 9K of Exhibit 5 in the event of Criminal Activity of CONTRACTOR.

d. *Annexation of Service Area*

It is understood that in the event of the dissolution of all or a portion of the Service Area, this CONTRACT and all obligations of either of the Parties thereto shall 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. In the event of such annexation or dissolution, the COUNTY will replace the maps of the Service Area in Item A1.3 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective. County Service Fees will be adjusted in accordance with Item C 12 of Section 7

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

3. Suspension/Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

4. **Suspension/Termination for Convenience**

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.

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

H. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

PART 7 - (No longer used)

PART 8 - TRANSFER OF CONTRACT

A. COUNTY Consent

CONTRACTOR may not transfer this CONTRACT, or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without COUNTY's prior written consent given at COUNTY's sole discretion. Any transfer or attempted transfer of this CONTRACT, the franchise granted under it or any rights and duties under it, made without COUNTY's consent, at COUNTY's option, will be invalid. COUNTY's consent must be a written amendment to this CONTRACT that is formally approved by the Board of Supervisors and executed by (1) CONTRACTOR and (2) the Board, or if delegated by the Board, Director. Any transfer, with or without consideration for any reason whatsoever without COUNTY's (or Director's, if applicable) express prior written approval, shall be a Breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR. COUNTY may condition consent on payment of amounts specified in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3 in consideration for the value of good will and intangibles that accrued to COUNTY and Customers and Occupants in the award of this CONTRACT to CONTRACTOR.

"Transfer" means an action (or inaction) that has any of the following direct (or indirect) effects:

1. **Control or Ownership of CONTRACTOR**

Changing any or all of the following:

- The effective control of CONTRACTOR, or
- Ownership interest of CONTRACTOR (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (except to Immediate Family or a trust created primarily to benefit members of the Immediate Family) unless CONTRACTOR proves to satisfaction of COUNTY less than 25 percent of ownership interest has changed;

2. **Control or Ownership of Contract Service Assets**

Changing either or both of the following:

- The effective control.

- The ownership (actual or constructive) of Contract Service Assets (except for sales or transfers to the Immediate Family or a trust created primarily to benefit the Immediate Family) unless CONTRACTOR proves to satisfaction COUNTY that less than 20 percent of the value of Service Assets has changed ownership.

3. **Someone Other Than CONTRACTOR Performing Contract Services**

Resulting in someone other than CONTRACTOR performing contract services or assuming the obligation to provide Contract Services (including substitution of someone else by a surety company providing a performance bond, transfer, conveyance, sublease, or licensing).

For purposes of this definition, an action (or inaction) includes assignment by operation of law, such as insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of CONTRACTOR's tangible or intangible property, or transfer occurring in a probate or other estate proceeding.

“Immediate Family” means parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in CONTRACTOR as of the Execution Date.

“ownership” means the state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).

B. CONTRACTOR Demonstration

Without obligating Director to give consent, CONTRACTOR shall demonstrate to Director's satisfaction that the proposed transferee has the operational and financial ability to satisfy CONTRACTOR's Performance Obligations.

C. Payment of COUNTY'S Transfer Costs

1. **Transfer Deposit**

CONTRACTOR must make any request for Director's consent to a transfer in the manner prescribed by Director. Director may condition consent to any transfer, other than a transfer to an Affiliate, on CONTRACTOR's payment to COUNTY of \$5.00 per Customer. CONTRACTOR shall pay COUNTY a transfer Deposit before Director's consideration of CONTRACTOR's request. COUNTY will return to CONTRACTOR any amounts paid more than the transfer Costs incurred.

2. **Additional Transfer Costs**

While COUNTY's Processing CONTRACTOR's request for transfer, CONTRACTOR shall further pay COUNTY its additional transfer Costs more than the transfer Deposit within 30 days of Director's request therefore, if Director approves the transfer. At CONTRACTOR's request, COUNTY will provide CONTRACTOR access to all Records evidencing the transfer Costs incurred.

D. County's Reimbursement Costs of Enforcement

In addition, CONTRACTOR shall pay County's Reimbursement Costs for fees and investigation costs as COUNTY may deem necessary to enjoin the transfer or to otherwise enforce this provision within 30 days of COUNTY's request therefore.

Any payment by COUNTY to any approved delegate or transferee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

PART 9 - GENERAL PROVISIONS

A. Exercise of Options

Parties will exercise any approval, disapproval, consent, judgment, option, discretion, election, opinion, or choice under this CONTRACT, make a requirement under this CONTRACT or interpret this CONTRACT ("Discretionary Action") reasonably. Any mediator, arbitrator, or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this CONTRACT serves, where this CONTRACT specifically provides that the exercise of any Discretionary Action is in either Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the first Party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.

B. Independent Status

CONTRACTOR is an independent entity and not an officer, agent, servant, or employee of COUNTY. This CONTRACT is between COUNTY and CONTRACTOR and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and CONTRACTOR, including for purposes of workers' compensation. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, and any Subcontractors. Nothing in this CONTRACT will be construed as creating an arrangement for handling Unpermitted Waste. CONTRACTOR bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Contract Services performed on behalf of CONTRACTOR under this CONTRACT.

C. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

D. Governing Laws, Jurisdiction, and Venue

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

E. Changes and Amendments

1. Changes following Notice

The following changes in this CONTRACT after the Execution Date will be effective after Notice from Director to CONTRACTOR (or with respect to certain changes referenced in item b, from CONTRACTOR to Director, in accordance with Section 172a) as consented to by CONTRACTOR:

- a. *Changes in the scope of Contract Services and Service Specifications and minimum Service Standards that do not result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee*
- b. *Changes to Exhibit 17 Contractor Documentation*
- c. *Changes to Attachment 5-9G Authorized Representative of Director*
- d. *Immaterial changes to immaterial Performance Obligations*

2. Written Amendments

The following changes in this CONTRACT after the Execution Date will be effective only upon execution of a written amendment to this CONTRACT, including warranties by the Parties in accordance with Section 14B:

- a. Changes in the scope of Contract Services and Service Standards that result in a Customer Service Fee adjustment in accordance with Section 3C or change in County Service Fee; and
- b. Material changes to material Performance Obligations (such as the period of performance, payments, or any material Term or condition included in this CONTRACT).

F. Notices

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

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

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

G. Authorized Representative of Director

COUNTY authorizes Director to make requests or requirements of CONTRACTOR or give approvals under this CONTRACT, excluding consents to transfer or written amendments of this CONTRACT. The authorized representative of Director named in Attachment 5-9G is CONTRACTOR's primary contact under this CONTRACT and can be contacted as provided in Attachment 5-9G. CONTRACTOR shall give that authorized representative a copy of all Notices in accordance with Part 9F of Exhibit 5. From time to time, Director may change Attachment 5-9G by Notice to CONTRACTOR.

H. Authority and Representations; COUNTY Disclaimer

1. COUNTY

COUNTY represents and disclaims as follows:

a. *Status*

COUNTY is a political subdivision of the State of California.

b. Authority and Authorization

COUNTY has full legal right, power, and authority to execute and deliver this CONTRACT and perform its obligations under this CONTRACT. This CONTRACT has been duly executed and delivered by COUNTY and constitutes a legal, valid, and binding obligation of COUNTY enforceable against COUNTY in accordance with its terms.

c. No Warranty Regarding Waste Characterization

COUNTY makes no representations or warranties with respect to the waste characterization within COUNTY, any waste Disposal characterization study, or projections by material type with respect to waste in COUNTY. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness for any purpose of Solid Waste or any portion thereof.

2. CONTRACTOR

CONTRACTOR represents and warrants as provided in Attachment 5-9H.

I. Limitation on Terms and Conditions

With respect to Task 1 only, CONTRACTOR shall limit the terms of terms and conditions to no longer than the remaining period of the Term. CONTRACTOR may not include in the terms of terms and conditions any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action (such as written Notice within a specified time before the stated expiration of the terms and conditions) to terminate the terms and conditions.

J. 21-Day Notice by Customer

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

K. Criminal Activity

1. Notice

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

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

2. **CONTRACTOR Cure**

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

a. ***Terminate***

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

b. ***Eliminate***

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

3. **COUNTY Remedies**

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

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

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

4. **Limitations on Contractor Manager**

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

5. **Contractor Documentation**

CONTRACTOR shall list all Contractor Managers in Contractor Documentation in Exhibit 17.

L. Delay of Performance Obligations

Immediately upon learning that any actual or potential circumstance is delaying or threatening to delay the timely satisfaction of a Performance Obligation, CONTRACTOR shall give Director a Notice of the delay, including all relevant information, such as identifying the Performance Obligation, circumstance, and duration of the delay, and whether or not CONTRACTOR believes that the delay is due to Uncontrollable Circumstances. CONTRACTOR shall propose a solution for Director approval.

M. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

N. Confidentiality

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

O. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

P. Public Records Act

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

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

Q. Recycled-Content Paper Products

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

R. Validity

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

S. Waiver

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

PART 10 - DEFINITIONS AND INTERPRETATION OF CONTRACT

A. Definitions

Defined words in this CONTRACT have the meanings given in Attachment 5-10A.

B. Interpretation and Construction

1. Gender and Plurality

Words of the masculine gender include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number include the plural number and vice versa unless the context demands otherwise. (For example, reference to a defined "Solid Waste Facility" may include reference to more than one facility identified by CONTRACTOR in Contractor Documentation in Exhibit 17.)

2. Headings; Font

Any captions or headings following the Exhibit, Attachment, Section, subsection, paragraph, and other attachments and subdivisions of this CONTRACT that precede the operative text of this CONTRACT are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this CONTRACT. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this CONTRACT.

3. References to Parts

References to Sections refer to Sections of this CONTRACT, unless specified otherwise. References to Exhibits and Attachments refer to Exhibits and Attachments attached to this CONTRACT. Reference to "subsections" refers to the subsections contained in the same Section in which the reference occurs, unless otherwise referenced.

4. Examples

Examples are for purpose of illustration only. If any example is ambiguous, inconsistent, or conflicts with the text that it illustrates, the text governs.

5. Specifics No Limitation on Generalities

The mention of any specific duty or liability imposed on CONTRACTOR may not be construed as a limitation or restriction of any general liability or duty imposed on CONTRACTOR by this CONTRACT or Applicable Law.

6. **Exhibits**

The exhibits to this CONTRACT, including their attachments, are part of this CONTRACT to the same extent and effect as if included in the text of Sections 1 through 16.

7. **Inconsistencies and Conflicts**

- a. If any provision of Exhibits 3A1, 3A2, or 3A3 is inconsistent or conflicts with Sections 1 through 16 or Exhibit 5 of this CONTRACT or any other Exhibits or Attachments to this CONTRACT, then the provisions of Exhibits 3A1, 3A2, and 3A3 will govern, and
- b. If any provision of Sections 1 through 16 or Exhibit 5 of this CONTRACT is inconsistent or conflicts with any Exhibit (other than Exhibits 3A1, 3A2, or 3A3), including Contractor Documentation, then the provision of Sections 1 through 14 or Exhibit 5 of this CONTRACT will govern unless Director determines that it is contrary to the interest of the Parties.

C. Integration

This CONTRACT contains the entire CONTRACT between the Parties with respect to the rights and responsibilities of the Parties under this CONTRACT. This CONTRACT completely and fully supersedes all prior oral and written understandings and contracts between the Parties with respect to those rights and responsibilities.

D. Governing Law

This CONTRACT is governed by, and construed and enforced in accordance with the law of the State of California, without giving effect to the State's principles of conflicts of laws.

E. Severability

If any clause, sentence, provision, subsection, or Section of this CONTRACT or Exhibit to this CONTRACT (an "Contract Provision") is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, then the Parties will take the following actions:

- 1. Promptly meet and negotiate a substitute for the CONTRACT Provision and any related amendments, deletions, or additions to other provisions of this CONTRACT, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and

2. If necessary or desirable to accomplish preceding item 1, apply to the court that declared the invalidity for a judicial construction of the substituted CONTRACT Provision and any amendments, deletions, or additions to this CONTRACT. Within ten days of Director's request, CONTRACTOR shall pay COUNTY an amount equivalent to 100 percent of the Direct Costs of the application.

The illegality, invalidity, nonbinding nature, or unenforceability of any CONTRACT Provision will not affect any of the remaining provisions of this CONTRACT, and this CONTRACT will be construed and enforced as if the CONTRACT Provision did not exist.

F. Interpretation

This CONTRACT will be interpreted and construed neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. CONTRACTOR acknowledges that it determined to provide Contract Services in the Service Area and to execute this CONTRACT upon CONTRACTOR's own choice and initiative. Each Party represents and warrants that it and its counsel have reviewed this CONTRACT, and the Parties agree that no provision in this CONTRACT will be construed against the drafting Party.

PART 11 - COMPLIANCE WITH LAWS AND REGULATIONS

A. Applicable Law

1. Compliance

CONTRACTOR shall secure and maintain all Permits, licenses, registration, agreements, and comply with all Applicable Laws, including (as required by 13 CCR 2021.1) all applicable air pollution control laws such as Diesel Particulate Matter Control Measure of on-road, heavy-duty, and the Property Tax Reduction Ordinance. No obligation in this CONTRACT may be construed to relieve CONTRACTOR of any obligations imposed by Applicable Law.

CONTRACTOR shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/Permits from the appropriate Federal, State, or local authorities for work to be accomplished under this CONTRACT, including, but not limited to, a valid Waste Collector Permit issued by COUNTY Department of Public Health, Green Waste Quarantine Zone compliance agreement from California Department of Food and Agriculture, waste and used tire hauler registration from CalRecycle, and hazardous waste transportation Permit from CalRecycle.

CONTRACTOR shall secure and maintain valid waste and used tire hauler registration therefore in accordance with California Public Resources Code Section 42950 et seq. and any Permit required by Applicable Law for handling E-waste. CONTRACTOR shall transport tires to and Dispose of them at a facility authorized and permitted in accordance with Applicable Law to accept tires. CONTRACTOR shall comply with all applicable regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82.

2. Referenced Provisions

References in this CONTRACT to provisions or requirements of Applicable Law may not be construed to limit CONTRACTOR's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate CONTRACTOR's satisfaction of its Performance Obligations and COUNTY's administration and specific enforcement of this CONTRACT and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this CONTRACT. If any provision of this CONTRACT is more stringent than Applicable Law, CONTRACTOR shall comply with that provision.

3. **Fines and Penalties**

CONTRACTOR is solely liable for all fines and penalties that may be imposed on CONTRACTOR or may be due to CONTRACTOR's actions, including fines and penalties that are the result of CONTRACTOR'S Violation of Applicable Law (including Permits). CONTRACTOR shall not seek reimbursement from COUNTY, Customers, or Occupants for any fines or penalties.

4. **Contractual Obligations**

Provisions of Applicable Law are incorporated in this CONTRACT by reference as if set forth fully in this CONTRACT as contractual obligations of CONTRACTOR to COUNTY.

a. Breaches

In addition to or in lieu of prosecuting violations of those provisions as misdemeanors, infractions, or otherwise in the manner provided under Applicable Law, COUNTY may enforce those provisions in the same manner as it may enforce CONTRACTOR's other contractual obligations under this CONTRACT, including specific performance and as Breaches subject to cure in accordance with Part 6A of Exhibit 5. However, COUNTY has no obligation to enforce any Applicable Law.

b. Violation

Violation of Applicable Law is a Contractor Default subject to contest as provided in Part 6B4 of Exhibit 5.

5. **COUNTY's Protection of Public Safety, Health, and Welfare**

CONTRACTOR acknowledges that COUNTY is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare.

No provision in this CONTRACT is deemed to limit the power of COUNTY to regulate CONTRACTOR or to take any action as COUNTY deems appropriate or necessary in Director's sole and absolute discretion, under COUNTY's police power, including to protect the public's health, safety, and welfare.

6. **Compliance with Applicable Law of COUNTY**

CONTRACTOR shall comply with Applicable Law of COUNTY subject to possible adjustments in the Service Fees in the event of Changes in Law in accordance with items B, C, D, and E of Exhibit 7.

B. Compliance with Fair Chance Employment Practices

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

C. Conflict of Interest

No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

D. CONTRACTOR'S Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

PART 12 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

A. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

B. Contractor's Employee Criminal Background Investigation

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

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

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

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

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

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

D. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

E. Consideration of Hiring GAIN and GROW Participants

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

F. Labor Code

CONTRACTOR and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other Applicable Laws related to labor. By and through its execution of this CONTRACT, CONTRACTOR represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this CONTRACT and agrees to fully comply with those provisions.

1. **Consideration of GAIN/GROW Participants for Employment**

Should CONTRACTOR require additional or replacement personnel after the Execution Date, CONTRACTOR shall give consideration for any of those employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. For this purpose, "consideration" means that CONTRACTOR shall interview qualified candidates. If both laid-off COUNTY employees and GAIN and GROW participants in categories identified by COUNTY are available for hiring, CONTRACTOR shall give COUNTY employees first priority.

G. Notices to Employees

1. **Regarding the Federal Earned Income Credit**

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

2. **Safely Surrendered Baby Law Program**

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this

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

b. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

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

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR further acknowledges that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

4. Time Off for Voting

CONTRACTOR shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every CONTRACTOR and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a Notice setting forth the provisions of Section 14000.

H. Prohibition Against Use of Child Labor

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

a. Contractor shall:

- i. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
 - ii. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.
 - iii. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - iv. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
- b. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

2. **Provide COUNTY with Records**

At COUNTY's request, CONTRACTOR shall provide documentation satisfactory to COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY or any Customer or Occupant relating to Contract Services.

3. **Provide COUNTY with Manufacturers' Certification**

At COUNTY's request, CONTRACTOR shall provide to COUNTY the manufacturer's certification of compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

I. Nondiscrimination and Affirmative Action

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

2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

J. Safety

1. Services Safety Official

CONTRACTOR shall designate in Contractor Documentation in Exhibit 17 a Services Safety Official who shall be thoroughly familiar with CONTRACTOR's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). CONTRACTOR shall ensure that the Services Safety Official is available always Contract Services are provided to abate any potential safety hazards. CONTRACTOR shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If CONTRACTOR fails to designate or make available the Services Safety Official, COUNTY may direct CONTRACTOR to cease providing Contract Services at no cost to COUNTY until CONTRACTOR complies with this Section.

2. Safety Responsibilities

CONTRACTOR is responsible for the safety of equipment, material, and personnel under CONTRACTOR's control or authority during performance of Contract Services. CONTRACTOR is solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all Applicable Laws with respect to occupational safety regulations. CONTRACTOR shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

K. Compliance with Civil Rights Laws

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

L. Labor Law Compliance

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

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

M. Overtime

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

N. Compliance with COUNTY's Jury Service Program

1. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

2. Written Employee Jury Service Policy

a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be

subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c.** If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
- d.** Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

Name: Steven E. Milewski


Telephone Number: (626) 458-3573

E-mail Address: SMilewski@PW.LACounty.gov

Address for Notices by Mail:

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

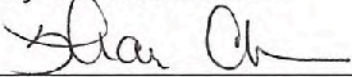
Director’s Office Hours : 7 a.m. to 5:30 p.m. Monday - Thursday
(Established by Director)

Signature: 

Printed Name: Steven E. Milewski

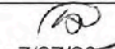
Date: 7/21/20

Acknowledged by CONTRACTOR:

Signature: 

Printed Name: Shannon Clark
Consolidated Disposal Service, L.L.C. dba Republic Services

Title: General Manager

Date:  7/29/20

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

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

H. Ability to Perform

CONTRACTOR possesses the business, professional, and technical capabilities to provide Contract Services; and possesses the equipment, facilities, and employee resources required to fully and timely perform Contract Services.

I. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

J. Opportunity to Comment

CONTRACTOR had the opportunity to submit comments and recommended changes during the procurement process, during meetings convoked by COUNTY with the denominated "Working Group" whose members received copies of the drafts of the form of CONTRACT or during the procurement of this CONTRACT.

K. Solid Waste Facilities

1. The Solid Waste Facility or Facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for Disposal is a Disposal facility that is permitted to accept and Process Refuse in accordance with Applicable Law.
2. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Recyclables is a materials recovery facility that is permitted to accept and Process Recyclables in accordance with Applicable Law.
3. The facility or facilities that CONTRACTOR designates in Contractor Documentation in Exhibit 17 for delivery of Green Waste is a facility that is permitted to accept and Process Green Waste in accordance with Applicable Law.

L. Contractor Documentation

As of the Execution Date, CONTRACTOR has submitted all Contractor Documentation in accordance with Exhibit 17.

M. Personnel

CONTRACTOR fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing Contract Services meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

ATTACHMENT 5-10A - Definitions

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

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

Affiliate means a Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with CONTRACTOR.

Annual Report is described in item A3 of Section 10.

Applicable Law means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, COUNTY (including its County Code together with rules and regulations promulgated there under and COUNTY's Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, South Coast Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contract Services or the performance of the Parties' respective obligations under this CONTRACT, including those that concern health, safety, fire, mitigation monitoring plans, building codes, and zoning, and further including the following:

- Vehicles:
 - California Health and Safety Code Section 43000 et seq., with respect to air emissions (smog checks);
 - California Vehicle Code Section 27456b, with respect to tires;
 - California Vehicle Code Section 34500 et seq., with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
 - Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
 - Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
 - Vehicle weight limits;
 - The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;

- Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 et seq.; and
- 14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
- Containers:
 - 14 CCR 17314, with respect to maintenance and placement of Containers; and
 - 14 CCR 17317, with respect to placing identifying name and telephone number on Containers;
- Labor:
 - Drug and alcohol testing;
 - Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.), and rules and regulations of California Division of Occupational Safety and Health; and
 - Immigration Reform and Control Act of 1986 (PL.99-603);
- Environmental Protection:
 - CERCLA;
 - RCRA;
 - Clean Air Act (42 U.S.C. Section 1351 et seq., 42 U.S.C. Section 7401-7642); and California Clean Air Act (California Health and Safety Code Section 39000 et seq.);
 - California Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.);
 - California Hazardous Materials Release Response Plan and Inventory Act (California Health and Safety Code, Division 20, Chapter 6.95, Section 25500 et seq.);
 - Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.); and
 - Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.); and
- Miscellaneous:
 - County Lobbyist Ordinance;
 - County Defaulted Property Tax Reduction Ordinance.
 - Civil Rights Act of 1964 (Subchapter VI of Chapter 21 of Title 42);
 - AB 939; and
 - AB 1826.

Reference to Applicable Law includes future amendments and supplements to or replacement, restatement, or recodification thereof.

Assembly Bill (AB) 939 means the California Integrated Waste Management Act of 1989, California Public Resources Code Section 4000 et seq., and regulations thereunder.

Authorized Commercial Waste Hauler means a waste hauler that has signed a Commercial Franchise agreement with COUNTY and is currently in good standing.

Award Date means the date County of Los Angeles Board of Supervisors approves the CONTRACT.

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

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

Best Efforts mean serious and sizeable efforts that a respectable Person would take in the same (or similar) circumstances, using principles of impartiality of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. Compare "Reasonable Business Efforts", "Reasonable"

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

Board of Supervisors means the Board of Supervisors of County of Los Angeles.

Breach means CONTRACTOR's failure to fully and timely meet one or more Performance Obligations.

Bulky Item means any large item of Solid Waste that will not fit into an empty Container that can be safely lifted by two individuals using a dolly. A Bulky Item that has been placed at the Set-Out Site for Collection by CONTRACTOR. For Customers with roll-out service, this includes items called in to CONTRACTOR for Collection. A Bulky Item includes, but is not limited to the following:

- Discarded furniture (such as chairs, sofas, mattresses, and rugs);
- Large Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, and other similar items commonly known as "white goods");
- Up to two tires from passenger cars or pickup trucks;
- Up to two bags/bundles of Construction and Demolition debris bound or in containers, not longer than four feet in length, up to 70 pounds in weight;
- Palm fronds (not required to be cut to four-foot lengths).

Bulky Items excludes items such as:

- Large truck tires;
- Unpermitted Waste;
- More than two bags/bundles of Construction and Demolition debris;
- Piles of debris.

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

Cart means a wheeled plastic Container provided by CONTRACTOR for storage of Solid Waste pending Collection, which is Collected (semi) by automated Vehicle. Examples include 32, 64, and 96-gallon plastic Containers. Carts are often referred to as barrels.

CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act of 1982 (42 U.S.C. Section 9601 et seq.).

Change in Law means the occurrence of any event or change in Applicable Law as follows:

- The adoption, promulgation, modification, or change in Applicable Law or in judicial or administrative interpretation thereof occurring after the Execution Date other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than the Franchise Fees levied by COUNTY) or employment taxes;
- Any order or judgment of any Federal, State, or local court or Regulatory Agency issued after the Execution Date if:
 - That order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third-Party for whom the Party relying thereon is directly responsible; and
 - The Party relying thereon, unless excused in writing from so doing by the other Party, will make or have made, or will cause or have caused to be made, Reasonable Business Efforts to contest that order or judgment (it being understood that the contesting in good faith of that an order or judgment will not constitute or be construed as a willful misconduct or negligent action of that Party);
- The imposition by a Regulatory Agency of any new or different material conditions about the issuance, renewal, or modification of any Permit after the Execution Date; or
- The failure of a Regulatory Agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption, or termination of, any Permit after the Execution Date; if the failure to issue or the suspension or termination of any Permit is not the result of the willful misconduct or negligent action or inaction of the Party relying thereon or any third-Party for whom the Party relying thereon is directly responsible.

CNG Fuel Component means five percent of the Service Fee shown on the Customer Service Fee schedule times the percentage of Vehicles that use compressed natural gas.

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

Commencement Date means the date defined in Item A of Section 2 and is the date Collection Service begins.

Commercial means related to a Person or thing that is not Residential or Multifamily.

Commercial Occupant means Person within the Service Area that occupies a Commercial Premise and receives services from CONTRACTOR.

Commercial Premises means Premises that are not Residential Premises or Multifamily Premises, including stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, Processing, or assembly shops or plants; and hospitals, clinics, convalescent centers, and nursing homes (with respect to nonmedical waste only).

Compost means a mixture of decayed or decaying organic matter (such as leaves and grass) used to amend or fertilize soil.

Construction and Demolition (C&D) means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up, as defined in County Code 20.87.030. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

Container means any Cart or Dumpster used to provide Collection service.

CONTRACT means this CONTRACT, including all exhibits and other attachments, which exhibits and other attachments are incorporated in this CONTRACT by reference.

Contract Services means Task 1 and Task 2 Services together.

Contract Year means each 12-month period commencing on the first day of the month in which CONTRACTOR Collects Solid Waste from any Occupant.

CONTRACTOR means the Person executing this CONTRACT and any assignee of CONTRACTOR consented to by COUNTY in accordance with Section 19. CONTRACTOR includes CONTRACTOR's Subcontractors unless explicitly provided otherwise. References to all CONTRACTOR's actions and Performance Obligations under this CONTRACT include reference to Subcontractors' actions under this CONTRACT, as applicable, without specifying in each instance that CONTRACTOR shall directly take those actions itself, or cause its Subcontractors to take those actions on CONTRACTOR's behalf.

Contractor Default is described in Part 6 of Exhibit 5.

Contractor Documentation means documentation in Exhibit 17.

Contractor Manager means any of the following:

- CONTRACTOR's officers and directors;
- The officers and directors of CONTRACTOR's parent corporation and of each successive parent corporation's parent corporation;
- The authorized representative of CONTRACTOR named in Contractor Documentation in Exhibit 17; and
- Any other Persons, including Affiliates and CONTRACTOR's or Affiliates' employees, officers, or directors, in a Position of Influence.

Contractor Office Hours means 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays.

Contractor's Related Parties means CONTRACTOR's partners, officers, directors, agents, employees, Subcontractors, consultants, licensees, invitees, and Affiliates.

Conversion Technology (CT) means an array of technologies capable of converting residual Solid Waste into useful products, including fuels, chemicals, and other sources of clean energy.

COUNTY means the government entity known as County of Los Angeles.

County Business Day means any day on which Los Angeles County Public Works is open to do business with the public.

County Code means the Los Angeles County Code.

County Defaulted Property Tax Reduction Program or County Defaulted Property Tax Reduction Ordinance means County Code Chapter 2.206.

COUNTY Lobbyist Ordinance means County Code Chapter 2.160.

County Service means the Task 2 Services from CONTRACTOR to the COUNTY.

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

County Service Fee Schedule means the rates for CONTRACTOR's compensation for providing Task 2 Services.

County's Reimbursement Costs means Direct Costs of COUNTY plus 35 percent thereof.

County's Related Parties means political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body, their agents, officers, and employees, elected officials, assigns, volunteers, and special districts

(including Garbage Disposal Districts) and each one of them. County's Related Parties are third-Party beneficiaries of provisions in this CONTRACT that reference them.

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

Criminal Activity means any of the following:

- Fraud or criminal felony offenses relating to obtaining, attempting to obtain, procuring, or performing a public or private CONTRACT related to Recyclables, Green Waste or MSW Management Services of any kind (including Collection, hauling, Transfer, Processing, Composting, or Disposal), including this CONTRACT;
- Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
- Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- Unlawful Disposal of hazardous, designated, or other waste; or
- Violation of securities laws or antitrust laws, including laws relating to price-fixing, bid rigging and sales and market allocation, and of unfair and anticompetitive trade practice laws, including with respect to inflation of Solid Waste Collection, hauling or Disposal fees.

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

Customer Service means the Task 1 Services from CONTRACTOR to the Customer.

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

Customer Service Fee Schedule is found in Attachment 7-2 to Exhibit 7.

Customer Surcharges means the amounts listed as "Surcharges" on the Service Fee Schedule.

Day means calendar day, whether capitalized or lower case.

Debarment or **Debar** has the meaning assigned in County Code Section 2.202.020.

Diesel Fuel Component means 5 percent of the Net Rate shown on the Rate Schedule times the percentage of Vehicles that use diesel.

Direct Costs means the sum of the following but excludes profit or return on investment:

- Payroll costs directly related to the performance, management, or supervision of any obligation under this CONTRACT, or exercise of any right, comprised of compensation and fringe benefits, including vacation, sick leave, Holidays, retirement, Worker's Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, plus;
- The costs of materials, services, direct rental costs, and supplies, plus;
- Travel and subsistence costs, plus;
- The reasonable costs of any payments to Subcontractors (with respect to CONTRACTOR) or contractors (with respect to COUNTY) or third Parties necessary to and about Performance Obligations, plus;
- Any other cost or expense which is directly or normally associated with the task performed; which is substantiated by:
 - A certificate signed by the principal financial officer of CONTRACTOR or the authorized representative of COUNTY setting forth the amount of that cost and the reason that cost is properly chargeable to COUNTY or CONTRACTOR and stating that the cost is a competitive price, if there are competitive prices, secured in an arm's length transaction for the service or materials supplied; and
 - If COUNTY or CONTRACTOR requests additional backup documentation as may be available to reasonably substantiate any Direct Costs, including invoices from suppliers, Subcontractors, and contractors.

Director means COUNTY Director of Public Works or his or her authorized representative, including the authorized representative named in Attachment 5-9G.

Director's Office Hours means hours that Director is open to do business as indicated in Attachment 5-9G.

Disabled means Occupants who suffer from a disability as evidenced by a letter from their medical physician.

Disposal or Dispose means Disposal, as defined in California Public Resources Code Section 40192, at a Solid Waste Facility of Refuse that CONTRACTOR has Collected.

Disposal Component means 20 percent of the Customer Service Fee shown on the weighted adjustments of item A3 of Exhibit 7.

District means Garbage Disposal District.

Diversion or Divert means activities that reduce or eliminate the amount of Solid Waste from Disposal for the purposes of Division 13 of the California Public Resources Code, including Article 1 (commencing with Section 41780).

Diversion Goal means the current State law requirement of 50 percent, the State goal of 75 percent Diversion by 2020, and future COUNTY goals including the Roadmap to a Sustainable Waste Management Future adopted by the Board of Supervisors on April 22, 2014. The Roadmap goals are 80 percent Diversion from landfills by 2025, 90 percent

Diversion from landfills by 2035, and 95 percent or more Diversion from landfills by 2045, as calculated by Director using Director's methodology. State and COUNTY goals are subject to change.

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

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

Dumpster means a container for storage of Solid Waste that is usually Collected with front end loading Vehicles, such as those having a 1- to 8-cubic yard capacity, commonly referred to as a Dumpster. Dumpsters are also often referred to as bins.

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

Elderly means a Person age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

E-waste means waste that is powered by batteries or electricity, such as computers, telephones, stereo equipment, DVD players/recorders, mp3 players, televisions, and calculators.

Excess Solid Waste means bagged, containerized, or bundled Solid Waste, not to exceed 4 feet in length or 70 pounds in weight.

Execution Date means the date this CONTRACT is signed by both COUNTY and CONTRACTOR.

Expected Number means a quantity that Director anticipates during a future Contract Year plus 10 percent, based on the previous year's data.

Expiration Date means the date this CONTRACT expires as provided in accordance with item A of Section 2.

Fiscal Year means the 12-month period beginning July 1st and ending the following June 30th.

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

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

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

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

- Stumps or branches exceeding four inches in diameter or four feet in length;
- Yucca or palm fronds, unless CONTRACTOR can Divert those excluded materials in non-Composting processes; and
- Other Director-approved items listed in the Terms and Conditions.

Gross Receipts means fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive directly or indirectly from Customers and Occupants about Task 1 Services before any deduction for costs or expenses such as the Franchise Fee. Gross Receipts does not mean fees, charges, and other compensation that CONTRACTOR or Contractor's Related Parties receive about the sale of Recyclables.

Holidays means January 1, Memorial Day, 4th of July, Labor Day, Thanksgiving, and December 25 and any other Holidays designated by COUNTY in Notice to CONTRACTOR.

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

Including or Include or variations thereof, when used in this CONTRACT, means "including without limitation," "including, but not limited to," and "including, at a minimum."

Indemnities or Indemnification means all defenses, Indemnities, and releases under this CONTRACT, including under Part 4A of Exhibit 5 (generally), and with respect to the Immigration Reform and Control Act and Cal/OSHA (specifically).

Liabilities mean any of the following:

- Liabilities;
- Lawsuits;
- Claims;
- Complaints;
- Cause of actions;
- Citations;
- Investigations;
- Judgments;
- Demands;
- Cleanup orders;
- Damages (whether in contract or tort, including:
 - Personal injury to or death of, at any time, CONTRACTOR's employees, Subcontractors, COUNTY employees or third Parties; and
 - Property damage of CONTRACTOR, Subcontractors, COUNTY employees or third Parties);
- Costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys' fees, whether COUNTY'S or CONTRACTOR's staff attorneys or outside attorneys, and court costs);
- Losses;
- Fines;
- Penalties; and
- Other detriments of every nature and description whatsoever, whether under State of California or Federal law.

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

LNG Fuel Component means five percent of the Customer Service Fee shown on the Service Fee Schedule times the percentage of Vehicles that use liquid natural gas.

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

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

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

Monthly Report or Monthly Data is described in item A1 of Section 10.

More Than Expected Number means a quantity greater than what Director anticipates during a future Contract Year; it is the quantity between the Expected Number and up to double the Expected Number.

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

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

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

Multifamily Premises means Premises containing a Multifamily building.

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

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

Non-Collection Notice means the Notice in the form included in Contractor Documentation in Exhibit 17 in accordance with item C of Section 4.

Notice (when capitalized) means Notice given in accordance with Part 9F of Exhibit 5.

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

Office means CONTRACTOR's offices required by item A of Section 6 to be identified in Contractor Documentation in Exhibit 17.

Organic Waste or Organics means both of the following:

- Organic waste defined in AB 1826, and
- Organic waste defined in SB 1383 selected by Director and Noticed to CONTRACTOR, and includes Food Waste and Green Waste.

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

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.

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

Public Right-of-Way or Right-of-Way includes all the following:

- all land and improvements on that land between the outer edge of a sidewalk (nearest to a private lot) on one side of the street and the outer edge of the sidewalk (nearest to a private lot) on the opposite side of the street, including:
 - sidewalks,
 - and between a sidewalk and street, and
 - median strips in the center of streets.
- Public streets;
- Public alleys, including land wall-to-wall and fence-to-fence, and
- Any other land described by COUNTY to CONTRACTOR.

Quarterly Report is described in item A2 of Section 10.

RCRA means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

Reasonable or Reasonable Business Efforts or Reasonable Efforts or Reasonable Judgment means practical actions a sensible person would do in the same (or similar) circumstances using sound judgment and principles of fairness. It will be presumed that the Person intends to meet its obligations in honesty and good faith. It does not mean pursuing every possible action.

Records means documentation relating to Contract Services and other Performance Obligations, including ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, correspondence, Reports, drawings, designs (other than those respecting facilities or facility operations not involving Collection), data and photographs prepared by or possessed by CONTRACTOR, including the following:

- Customer and Occupant Terms and Conditions and Task 1 Services information (including Customers and Occupants' names and addresses), billing Records, call logs, route maps, schedules, and correspondence with Customers and Occupants;
- Weight tickets, invoices, bills of lading, and receipts from Solid Waste Facilities for types and amounts of Solid Waste that CONTRACTOR Collects, transports, and delivers to those Solid Waste Facilities;
- Records for AB 939 and other laws, including documentation from Recyclables and Green Waste transporters, shippers, brokers, beneficiaries, remanufacturers, and purchasers or other users of Recyclables and Green Waste; any Reports on Processing of Recyclables or Green Waste residual that Solid Waste Facilities may make to the CalRecycle;
- Vehicle maintenance, driver Permits and driver testing Records;
- Gross revenues and receipts, including Gross Receipts;
- the Franchise Fees paid to COUNTY; and
- Records that may be relevant in the event of an action under CERCLA or similar claims.

Recyclables means Solid Waste that may potentially be Diverted from Disposal (excluding Organics and Manure) including but not limited to any of the following materials:

- Aluminum and metal cans;
- Newspaper;
- Glass jars and bottles;
- Tin cans;
- Plastic soda bottles;
- Plastic milk and water jugs;
- Plastic bags (e.g., bread, frozen food, grocery bags);
- Type No. 1 plastic containers (PET-polyethylene terephthalate);
- Type No. 2 plastic containers (HDPE-high density polyethylene);
- Type No. 4 plastic (LDPE-Low Density Polyethylene);
- Type No. 5 plastic (PP-Polypropylene);
- All types of paper (e.g., office paper, junk mail, magazines, telephone books);
- Corrugated cardboard;

- E-waste;
- White goods (such as those listed in the definition of Bulky Items);
- Paper cartons coated with plastic or aluminum foil (milk and juice cartons);
- Mattresses, excluding those made mostly of foam;
- Wood and Dry Lumber; and
- Textiles.

Additional (or deleted) items that Director directs after Notice to CONTRACTOR, without adjustment of Service Fees unless the modification requires Contract Services at the Set-Out Sites separate and distinct from previously Collected Recyclables.

Recycle or Recycling means the Process of Collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables and Green Waste) that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality Standards necessary to be used in the market place. Recycling does not include transformation, as defined in California Public Resources Code Section 40201.

Refuse means Solid Waste that CONTRACTOR does not Divert.

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

Regulatory Agency means any Federal, State or local governmental agency that regulates Collection and transportation of Solid Waste (including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, or other health and safety department thereof; COUNTY; and Local Enforcement Agency applicable to Contract Services).

Report means Monthly Report, Quarterly Report, Annual Report and any AB 939/1383 or other report CONTRACTOR is required to submit in accordance with this CONTRACT and must be satisfactory to Director.

Residential means Person or thing related to detached, single-family homes or duplexes, other than condominiums or townhouses.

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

Residential Premises means Premises containing a Residential building, such as a detached, single-family home or a duplex.

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

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

Service Assets means all property of CONTRACTOR used directly or indirectly in performing Contract Services, including Vehicles, Containers, maintenance equipment and facilities, and administrative equipment and software, both tangible and intangible (such as facility leases or equipment installment purchase contracts).

Service Day means any day Monday through Friday, excluding Holidays.

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

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

Service Fee Schedule means all the fees listed in Attachments 7-2 and 7-3 of Exhibit 7.

Service Specifications means Performance Obligations prescribed in Exhibit 3A1, Exhibit 3A2, and Exhibit 3A3.

Service Standards means each obligation of CONTRACTOR prescribed in Section 4.

Set-Out Site means the location where the Solid Waste is temporarily placed for Collection as mutually agreed upon by CONTRACTOR and Occupant.

Sharps means any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, such as needles (hypodermic, pen or intravenous), needles with syringes, needles from vacutainers, needles with attached tubing, and lancets.

Sharps Containers means Container approved by COUNTY for discard of Sharps.

Solid Waste means Solid Waste as defined in California Public Resources Code Section 40191, excludes Unpermitted Waste but includes all the following:

- Green Waste,
- Recyclables,
- Refuse,
- E-waste,
- Organics,
- Manure, and
- Abandoned Waste.

Solid Waste Facility means the facility as defined in California Public Resources Code Section 40194 (and any other types of facilities named by Director) and designated by CONTRACTOR in Contractor Documentation in Exhibit 17.

Standards means the criterion for excellent Solid Waste management established by the solid waste collection industry; professional associations such as the National Solid Waste and Recycling Association, Solid Waste Association of North America, US Mayors/ Municipal Solid Waste Association; and public bodies such as State and Federal EPAs.

Subcontractor means any Person that provides Goods or Services related to Collection, transportation or storage of Solid Waste or related to Service Assets, including their operation, maintenance, and repair, to or on behalf of CONTRACTOR whether pursuant to any arrangement, formal or informal, written or merely in practice. Subcontractor does not include a Person that provides Goods or Services related to Processing, Diversion, or Disposal, nor the manufacturer that provides equipment.

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

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

Task 2 Services means all Performance Obligations prescribed in Exhibit 3A2 Abandoned Waste Collection services, public receptacle Collection services, abandoned Containers, Homeless Encampments, and emergency services and is also defined in Section 1.

Term means the period beginning on the Execution Date and ending on the Expiration Date and is also defined in item A of Section 2.

Terms and Conditions means the CONTRACT details mailed to Customers and Occupants.

Ton or Tonnage means a short ton of 2,000 pounds avoirdupois.

Transfer is defined in Part 8 of Exhibit 5.

Uncontrollable Circumstances means any of the following events:

- Riots, war, or emergency affecting the Country declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or

- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR's exercise of due diligence, excluding:
 - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
 - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

Universal Waste means hazardous waste that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices.

Unpermitted Waste means

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

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

Vehicle means any truck used by CONTRACTOR to provide Contract Services.

Violation of Applicable Law means any noncompliance with Applicable Law as evidenced by Notice, assessment, or determination of any Regulatory Agency to CONTRACTOR, whether a fine or penalty is included, assessed, levied, or attached.

Weighted Customer Service Fee Adjustment Percentage means sum of the adjustments due to changes in the CPI, DOE CNG, EIA LNG, and Disposal tipping fees calculated as provided in items B, C, and D of Exhibit 7, respectively.

EXHIBIT 7 – Contract Services (Adjustment of Service Fees)

A. Service Fee Schedule

CONTRACTOR shall charge Service Fees (Customer Service Fees and County Service Fees) in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

1. Time, Conditions, Changes

a. *Annual Adjustments*

(1) Automatic by Director (Labor and Fuel Indices):

Beginning at least 6 months after the Commencement Date, Director will adjust the following components of the Service Fee each July 1 in accordance with subsections A1 a(3), B, C and D:

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

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

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

Beginning at least 9 months after the Commencement Date, Director will adjust the Disposal and Diversion components of the Service Fee each July 1 in accordance with subsection A1a (3) and E in the following events:

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

(3) Changes:

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

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

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

- **Disposal Tipping Fees (after 9 Months):** Annual change of the monthly average, if any, in CONTRACTOR's Direct Costs of Refuse Disposal, such as changes in publicly-posted tipping fees, at the Solid Waste Facility it has designated in Contractor Documentation, Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or
- **Diversion of Recyclables (after 9 Months):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Recyclables, based on the change in rates at Puente Hills Materials Recycling Facility, and any other supporting documentation; or
- **Diversion of Green Waste without Food Waste (after 9 Months):** Annual changes of the monthly average, if any, in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or
- **Diversion of Green Waste with Food Waste (after 9 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Green Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation

in Exhibit 17, and any other supporting documentation, submitted to Director by March 1; or

- **Diversion of Food Waste (after 9 Months):** Annual changes of the monthly average in CONTRACTOR's costs of Diversion of Food Waste, such as public tipping fees, from the Solid Waste Facility it has designated in Contractor Documentation in Exhibit 17, and any other supporting documentation, submitted to Director by March 1.

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

b. Adjustments at Any Time

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

(1) Changes in Law

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

(2) Changes in Scope of Service

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

(3) Extraordinary Circumstances

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

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

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

c. No Adjustment

Service Fees will not be adjusted:

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

d. Sample Calculation

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

2. Rounding

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

3. Weighted Adjustment- Serviced Fee Components

The monthly Service Fees for Contract Services will be divided into the following cost components and adjusted by these percentages:

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

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

4. **Maximum Rate Adjustment**

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

Contract Period (on July 1)*	Maximum Cumulative Adjustment**
Years 0 to 1 (Commencement Date to first July 1)	0 percent
Years 2 to 7 (The first July 1 to the scheduled Termination Date under Section 2)	35 percent
Years 8 to 9 / Extension #1, if any (July 1 of any first 2-year extension to June 30 on the extended Termination Date)	45 percent
Years 10 to 11 / Extension #2, if any (July 1 of any 2-year extension to June 30 further extended Termination Date)	55 percent
Any time (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
Six 1-month extensions, if any	No Change

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

** Any change in Service Fees for direct costs due to Changes in Law promulgated by the State are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

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

5. **Customer 30-Day Notice**

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

6. **Adjustment Limitations**

No adjustment will be effective until Notice thereof has been provided to the Board of Supervisors. Service Fees will be adjusted only if there are no uncured Breaches.

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

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

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees because of Changes in Law or changes in Contract Services or Standards described below, COUNTY will have the option to terminate this CONTRACT in accordance with Part 6D of Exhibit 5.

7. **Services Eligible for Adjustment**

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

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

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

Not applicable to CONTRACT

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

Use methodology in item C of Exhibit 7.

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

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

e. ***Various Surcharges***

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

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

B. This item is no longer used

C. Service Fee Adjustment for Annual Changes in CPI

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

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

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

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

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

D. Service Fee Adjustment for Annual Changes in Fuel

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

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

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

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

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

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

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

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

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

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

3. **Adjustment Due to Change in DOE Diesel**

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

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

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

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

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

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

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

A minimum of 9 months must elapse between Commencement Date and July 1 of the current year. The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal and Organics Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in Contractor Documentation in Exhibit 17. Director may conditionally approve changing the Solid Waste Facilities to a more expensive facility by not allowing the increased cost to be passed down to the Customer.

The annual cost is the difference of:

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

The above annual cost is divided by the number of Refuse Units and divided by 12 months to determine the monthly component for Refuse Disposal and Organics Diversion.

1. Facilities Open to Public

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

2. **Facilities Not Open to Public**

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

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

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

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

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

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

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the Solid Waste Facility, showing the total Tons and rate paid for Transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

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

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

A minimum of 9 months must elapse between Commencement Date and July 1 of the current year. Regardless of the actual facility used by CONTRACTOR, the Recyclables Diversion Components of Net Service Fees will be adjusted for the change in Recyclables Diversion tipping fees charged at the Puente Hills Material Recycling Facility. The annual profit/loss is the difference of:

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

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

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

Month 2016	Fee/Refund (per ton)	Month 2017	Fee/Refund (per ton)	Month 2018	Fee/Refund (per ton)	Month 2019	Fee/Refund (per ton)
Jan	n/a	Jan	\$12.85	Jan	\$1.09	Jan	-\$46.15
Feb	n/a	Feb	\$15.10	Feb	-\$11.58	Feb	-\$43.79
Mar	n/a	Mar	\$16.04	Mar	-\$19.98	Mar	-\$46.95
Apr	n/a	Apr	\$15.77	Apr	\$7.15	Apr	-\$46.60
May	n/a	May	\$3.63	May	\$6.67	May	-\$50.71
Jun	n/a	Jun	\$4.70	Jun	-\$16.15	Jun	-\$54.70
Jul	\$5.68	Jul	\$8.60	Jul	\$1.16	Jul	-\$63.10
Aug	\$2.84	Aug	\$14.72	Aug	-\$7.07	Aug	-\$62.15
Sep	\$2.14	Sep	-\$0.35	Sep	-\$25.87	Sep	-\$57.16
Oct	\$3.84	Oct	-\$19.72	Oct	-\$14.92	Oct	-\$61.95
Nov	\$9.47	Nov	-\$23.74	Nov	-\$29.15	Nov	-\$64.23
Dec	\$12.27	Dec	-\$2.88	Dec	-\$26.47	Dec	-\$66.34
Average	\$6.04	Average	\$3.73	Average	-\$11.26	Average	-\$55.32
		% Change	-38.31%	% Change	-402.18%	% Change	-391.30%

G. Temporarily Discontinued Indices

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

ATTACHMENT 7-1 – Service Fees Adjustment Example

Example assumes the following:

- Contract started 4/1/19
 - First Calendar Year of service is only 9 months (therefore: $\div 9 \times 12$)
 - Rate adjustment was not eligible 7/1/19
- Initial monthly rate for basic services was \$17.00
- Rate adjustment being calculated is for 7/1/20
- Two different facilities were used for Refuse Disposal
- 40% of fleet used CNG, 60% used LNG
- County salary increase for FY2020-21 is 3.1%
- Negative expenses are a rebate (profit)

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

Table A–Adjustment Due to Change in CPI

Calculate percent change in CPI (12-month average)	03/01/18-02/29/19	221.64
	03/01/19-02/28/20	228.59
	Percent change	3.14%, but limited to 3.1%

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

Table B1–Adjustment Due to Change in DOE CNG

Calculate percent change in DOE CNG (average of quarters in year – which may vary, not quarter-to-quarter)	January, April, July, and October 2018	$(2.26+1.99+2.02+2.21)/4 = 8.48/4 = 2.12$
	January, April, July, and October 2019	$(2.29+2.33+2.44+2.35)/4 = 9.41/4 = 2.35$
	Percent Change	$(2.35-2.12)/2.12 = 0.23/2.12 = 0.1085=10.85\%$
Adjustment to CNG Fuel Component (% Fleet)	40% of fleet uses DOE CNG	$0.40 \times 10.85\% = 4.34\%$

Table B2 - Adjustment Due to Change in EIA LNG

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

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

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

	Year	Tipping Fee (average)		Disposal (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2018	\$50.00 (Apr-Dec)	x	1,838	=	$\$91,900 \div 9 \times 12 = \$122,533.33$	-
	2019	\$52.00	x	2,402	=	\$124,904.00	\$2,370.67

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

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

	Year	Tipping Fee (average)		Disposal (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Disposal fees	2018	\$40.00 (Apr-Dec)	x	2,220	=	\$88,800÷9x12=\$118,400.00	-
	2019	\$43.00	x	2,936	=	\$126,248.00	\$7,848.00
	Year	Cost		Customers		Monthly Adj.	
Adj. to Refuse	2019	\$7,848.00	÷	7,225	÷12=	\$0.09	

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

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

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Diversion fees	2018	\$35.00 (Apr-Dec)	x	1,508	=	\$52,780÷9x12=\$70,373.33	-
	2019	\$36.00	x	2,006	=	\$72,216.00	\$1,842.67
	Year	Cost		Customers		Monthly Adj.	
Adj. to Green Waste	2019	\$1,842.67	÷	7,225	÷12=	\$0.02	

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

	Year	Tipping Fee (average)		Diversion (tons)		Expense (12 months)	Prior Year Change
Calculate annual cost in Diversion fees	2018	\$120.00 (Apr-Dec)	x	1	=	\$120÷9x12=\$90.00	-
	2019	\$125.00	x	2	=	\$250.00	\$160.00
	Year	Cost		Customers		Monthly Adj.	
Adj. to Food Waste	2019	\$160.00	÷	10	÷12=	\$1.33	

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

Table E–Adjustment Due to Change in Recyclables Tipping Fees

	Year	Tipping Fee (average)		Diversion (tons)		Expense/Rebate (12 months)	Prior Year Change
Calculate annual cost/rebate in Diversion fees	2018	\$11.26 (fee) (Apr-Dec)	x	2,288	=	\$25,762.88÷9x12=\$134,350.51	-
	2019	\$55.32 (fee)	x	3,171	=	\$175,419.72	\$141,069.21
	Year	Expense/Rebate		Customers		Monthly Adj.	
Adj. to Recyclables	2019	\$141,069.21	÷	7225	÷12=	\$1.63	

F. Weighted Service Fee Adjustment Percentage (C, D, E, and F of Exhibit 7)

Table F–Sum of Adjustments

Service Fee Component	Calculated Adjustment		Weighted Adjustment (A3a of Exhibit 7)		Monthly Rate		Monthly Total
CPI	3.1%	x	60%	x	\$17.00	=	\$0.32
Fuel							
CNG	6.51%	x	5%	x	\$17.00	=	\$0.06
LNG	4.34%						\$0.04
Refuse Disposal							
Facility 1			actual			=	\$0.03
Facility 2							\$0.09
Green Waste Diversion			actual			=	\$0.02
Recyclables Diversion			actual			=	\$1.63
Basic Service Total						=	\$2.19
Special Services							
Food Waste Diversion			actual			=	\$1.33
Locking Recyclables Carts	3.1%	x			Bid	=	
Additional On-Call Pickups	3.1%	x			\$12.75	=	\$13.15
Container Size Exchange	3.1%	x			\$8.50	=	\$8.76
Container Removal	3.1%	x			\$17.00	=	\$17.53
Roll-Out Service	3.1%	x			\$8.50	=	\$8.76
Difficult to Service	3.1%	x			\$4.25	=	\$4.38
Cart Cleaning	3.1%	x			bid	=	

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

ATTACHMENT 7-2 – Task 1 Service Fees

- Attachment 7-2.3 Task 1 Service Fees
Walnut Park Garbage Disposal District

**ENCLOSURE
FORM PW-2.3.1**

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

**Task 1 Service Fees
Walnut Park Garbage Disposal District**

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

MONTHLY RATE (Exhibit 3A1 D1, Exhibit 3A3 B, and Section 7 A)	
Services	Monthly Rate Per Refuse Unit (Billed to COUNTY)
Monthly Rate for Basic Services, per Refuse Unit	(per Refuse Unit)
1. One 96-gallon Refuse	*\$ 13.17
2. One 96-gallon Recyclables	**\$ 3.59
3. One 96-gallon Green Waste or one 64-gallon Food Waste	***\$ 5.99
4. Bulky Item Service (Sweep, unlimited quantities)	\$ 1.20
5. Bulky Item Service (On-Call, limited quantities)	\$ 175.00
Total of 1 -4	^{1.3a} # \$ 23.95 (Basic Service Total)
Monthly Rate for Alternative to Director's Preferred Method	(optional)
• One 96-gallon Refuse Cart	\$ _____
• One 96-gallon Recyclables Cart	\$ _____
• One 96-gallon Green Waste Cart	\$ _____
• One 64-gallon Food Waste Cart	\$ _____

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

	Unit Count		Monthly Unit Rate ^a	=	Monthly Payment Rate	Months	Proposed Annual Amount
Example	3,059	x	\$ 20.00	=	\$ 61,180	x 12	= \$ 734,160
Actual	4,469	x	\$ ^{1.3a} 23.95	=	\$ 107,032.55	x 12	= \$ 1,284,390.60 ^{1.3}
Example	Seventy hundred thirty-four thousand one hundred sixty dollars and zero cents. WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.3						
Actual	One million two hundred eighty four thousand three hundred ninety dollars and sixty cents WRITTEN TOTAL PROPOSED ANNUAL AMOUNT FOR TASK 1, ITEM 1.3						

^a Also referred to as Basic Service Total

ENCLOSURE
FORM PW-2.3.1

CUSTOMER SURCHARGES ADDED TO MONTHLY RATE (Exhibit 3A1 and Section 7)	
Services	Monthly Rate (Billed to Customer)
Additional Containers beyond Basic Services which is 1 Refuse, 1 Recyclables, 1 Green Waste (Exhibit 3A1 D2 & Section 7A2b) <ul style="list-style-type: none"> • 2nd or more 96-gallon Refuse Cart • 2nd 96-gallon Recyclables Cart • 2nd 96-gallon Green Waste Cart • 2nd or more 64-gallon Food Waste Cart • 3rd or more 96-gallon Recyclables Cart • 3rd or more 96-gallon Green Waste Cart 	96-gal Refuse fee* 75% of 96-gal Recycle fee** 75% of 96-gal Green Waste fee*** 96-gal Green Waste fee*** 96-gal Recycle fee** 96-gal Green Waste fee***
Extra or Larger Dumpsters (Exhibit 3A1 D2) <ul style="list-style-type: none"> • Per 0.5 cu yds Refuse Dumpster • Per 0.5 cu yds Recyclables Dumpster • Per 0.5 cu yds Green Waste Dumpster • Per 0.5 cu yds Food Waste Dumpster 	96-gal Refuse fee* 96-gal Recycle fee** 96-gal Green Waste fee*** 150% of 96-gal Green Waste fee***
Increased Frequency of Refuse Dumpster Collection, more than 1x per week (Exhibit 3A1 B3) <ul style="list-style-type: none"> • 2 times per week • 3 times per week • 4 times per week • 5 times per week • 6 times per week (Saturdays) • Each extra time per week with no capacity increase (i.e. 3 cubic yards twice per week instead of 6 cubic yards once per week) 	Monthly Rate for Basic Refuse Services plus any extra or larger containers multiplied by: 1.0 2.0 3.0 4.0 5.0 0.7
Additional On-Call Pickups beyond 4 per year (Exhibit 3A1 H3 & Section 7A2e) <ul style="list-style-type: none"> • Bulky Items, excess waste, or Green Waste (per visit to collect all items) 	Per request charge equal to 75% of Basic Service Total [#]
Container Size Exchange, beyond 1 per year (Exhibit 3A1 D3c) <ul style="list-style-type: none"> • Each additional exchange 	Per request charge equal to 50% of Basic Service Total [#]
Container Removal and Return, within previous 12 months (Exhibit 3A1 D3e) <ul style="list-style-type: none"> • First removal and return (per set) • Each additional removal and return (per set) • Cleanup of Set-Out Site 	100% of Basic Service Total [#] 125% of previous fee 100% of Basic Service Total [#]
Roll-Out Service for non-Elderly/Disabled (Exhibit 3A1 I & Sec 7A2d) <ul style="list-style-type: none"> • Mandatory Minimum Service (Up to 10 feet) • Full Service (Up to 50 feet) • Extended Full Service <ul style="list-style-type: none"> ○ First 50 feet ○ Each 200 feet ○ Unpaved ○ Steep 	5% of Basic Service Total [#] 50% of Basic Service Total [#] 50% of Basic Services Total [#] 50% of Basic Services Total [#] 10% of Basic Services Total [#] 10% of Basic Services Total [#]
Locking Cart (Exhibit 3A1 D14) <ul style="list-style-type: none"> • 96-gallon Cart 	\$ 15.00 (one-time, per Cart)
Container Cleaning (Exhibit 3A1 D3d(3)) <ul style="list-style-type: none"> • Monthly Cleaning Service 	\$ 65.00
Billing Fees (Section 7B7) <ul style="list-style-type: none"> • Late payment fee • Interruption of service • Returned checks 	10% of past due amount \$25 \$25

ENCLOSURE
FORM PW-2.3.1

Examples showing amount to be billed to Customer for extra services, assuming Monthly Rate per Refuse Unit to COUNTY is \$20 (assuming \$10 Refuse, \$4 Recycle, \$6 Green):

- If a single-family home wanted a second Refuse Cart, the extra fee would be \$10
(1st Cart paid on taxes, 2nd Cart \$10)
- If a single-family home wanted 3 Recyclables Carts, the extra fee would be \$4.
(1st Cart paid on taxes, 2nd Cart at \$3, 3rd Cart at \$4)
- If a restaurant wanted one 3-yard Dumpster for Refuse serviced Monday through Saturday, 6 times per week, the extra fee would be \$300
(1st Dumpster paid on taxes at \$10 x 6 Refuse Units for 1x per week = \$60 on taxes, 6 times per week = \$360 - \$60 taxes = \$300)
- If a store that has 2 Refuse Units (1 cu yd) 1x per week assigned and wanted 3 cubic yards of Refuse Collected 2x per week, the extra fee would be \$100
(1 cubic yard paid on taxes at \$10 x 2 Refuse Units, for 1x per week = \$20, 3 cu yds 2x = \$120 - \$20 taxes = \$100)

ATTACHMENT 7-3 – Task 2 Service Fees

- Attachment 7-3.3 Task 2 Service Fees
Walnut Park Garbage Disposal District

ENCLOSURE
FORM PW-2.3.1

**Task 2 Service Fees
Walnut Park Garbage Disposal District**

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

2A. Abandoned Waste Weekly Collection (Exhibit 3A2 A and Section 7 C3a)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Rate Per Ton • Alleys (1 miles) • Parkways, Sidewalks, Streets (18 miles)	\$125.64/ton	x 15 tons (This uses 50% Bulky Items, 50% dumping; previously data contained dumping & Bulky Items)	= \$1,884.60
TOTAL PROPOSED MONTHLY AMOUNT FOR 2A			2.3a \$1,884.60

2B. Abandoned Waste Daily Collection (Exhibit 3A2 A5 and Section 7 C3b)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Monitoring All Hot Zone Locations 4 locations	\$0.04/foot (per day)	x 3,076 feet x 5 days x 4.33 weeks	= \$2,663.82
Additional Hot Zones Monitoring (up to 25% more length)	\$0.02/foot (per day)	x 769 feet x 5 days x 4.33 weeks	= \$332.98
TOTAL PROPOSED MONTHLY AMOUNT FOR 2B			2.3b \$ 2,996.80

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)	\$1.63/receptacle (per Collection)	x 33 receptacles x 2 times x 6 days x 4.33 weeks	= \$2,794.93
Additional public receptacles (up to 25% more receptacles)	\$1.34/receptacle (per Collection)	x 9 receptacles x 2 x 6 x 4.33	= \$626.64
TOTAL PROPOSED MONTHLY AMOUNT FOR 2C			2.3c \$ 3,421.57

ENCLOSURE
FORM PW-2.3.1

2D. Homeless Encampments (Exhibit 3A2 E and Section 7 C3e)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Abandoned Encampments			
• Waste Collection for each 4 cu yds	\$441.00	2 loads	\$882.00
Occupied Encampments			
	(per week)	(per week)	
• Bags Collected	\$3.03 /bag	5 bags x 4.33	\$65.60
• Boxes (Refuse in bags from event box)	\$4.43 /box	5 box x 4.33	\$95.91
• Carts			
o Delivery and removal to/from area	\$150.00/area	1 areas x 4.33	\$649.50
o Collection & Disposal (96-gal)	\$4.27 /Collection	10 Collections x 4.33	\$184.89
o Collection & Disposal (32-gal)	\$3.34 /Collection	x 10 Collections x 4.33	= \$144.62
o Overflowing Cart surcharge	\$15.00/96 gallons	1 overflows x 4.33	\$64.95
o Contaminated Load surcharge	\$50.00/Cart	1 Carts x 4.33	\$216.50
• Dumpsters			
o Delivery and removal to/from area	\$50.00/area	1 areas x 4.33	\$649.50
o Collection & Disposal (3 cu yds)	\$27.68/Collection	5 Collections x 4.33	\$599.27
o Overflowing Dumpster surcharge	\$30.00/3 cu yds	5 overflows x 4.33	\$649.50
o Contaminated Load surcharge	\$100.00/Dumpster	1 Dumpster x 4.33	\$433.00
• Additional Cart or Dumpster Services	n/a	n/a	\$1,000.00
TOTAL PROPOSED MONTHLY AMOUNT FOR 2D			^{2.3d} \$5,635.24

2E. Litter Collection (Exhibit 3A2 A4, Exhibit 3A2 G, and Section 7 C3g)			
Annual Services	Service Fee	Estimated Quantities	Monthly Rate
Litter Rate Per Mile			
Alleys (1 miles)	\$385.42/mile	1 miles	\$385.42
Litter (As-Needed)			
Bags Collected	\$1.19 /bag	x 10 bags	= \$11.90
Additional Litter (As-Needed) (up to 200% more bags)	\$1.19 /bag	20 bags	\$23.80
TOTAL PROPOSED MONTHLY AMOUNT FOR 2E			^{2.3e} \$421.12

TASK 2 - PROPOSED ANNUAL AMOUNT FOR TASK 2

Monthly Amount for Task 2A	Monthly Amount for Task 2B	Monthly Amount for Task 2C	Monthly Amount for Task 2D	Monthly Amount for Task 2E	Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E
^{2.3a} \$1,884.60	^{2.3b} \$2,996.80	^{2.3c} \$3,421.57	^{2.3d} \$5,635.24	^{2.3e} \$421.12	^{2.3abode} \$14,359.33
Monthly Amount for Tasks 2A + 2B + 2C + 2D + 2E					Proposed Annual Amount for Task 2
^{2.3abode} \$14,359.33					^{2.3} \$172,311.96
One hundred seventy two thousand three hundred eleven dollars and ninety six cents					
WRITTEN PROPOSED ANNUAL AMOUNT FOR TASK 2, ITEM 2.3					

ATTACHMENT 7-4 – Task 2 Emergency Service Fees

- Attachment 7-4.3 Task 2 Emergency Service Fees
Walnut Park Garbage Disposal District

ENCLOSURE
FORM PW-2.3.1

**Task 2 Emergency Service Fees
Walnut Park Garbage Disposal District**

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

Services	Rate (billed to COUNTY)
Automated Collection Services (Section 7C3, Section 11B, and Exhibit 3A2 F1)	
Automated Collection Services and/or Bulky Items	Comparable Municipal Solid Waste fees
Solid Waste not in Containers (Exhibit 3A2 F2)	
Solid Waste not in Containers	\$59.00/ton and \$30.00/cubic yard
Roll-Off Containers or Drop-Off Events (Exhibit 3A2 F3)	
Roll-Off Containers or Drop-Off Events	Comparable Municipal Solid Waste fees
Palm Frond Collection (Exhibit 3A2 F4)	
Palm Frond Collection	\$217.00/hour per Vehicle
Waste in Right-of-Way (Exhibit 3A2 F5)	
Waste in Right-of-Way <ul style="list-style-type: none"> • Abandoned Waste • Public Receptacles • Homeless Encampments • Human Waste Removal 	Comparable fees to Attachment 7-3 with a negotiated adjustment for distance.

ENCLOSURE
FORM PW-2.3.1

**Schedule of Prices
Walnut Park Garbage Disposal District**

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
1.3 \$ 1,284,390.60	2.3 \$ 172,311.96	= \$ 1,456,702.56
TOTAL PROPOSED ANNUAL AMOUNT FOR TASKS 1 AND 2 (WRITE OUT IN FULL)		
One million four hundred fifty six thousand seven hundred two dollars and fifty six cents		

LEGAL NAME OF PROPOSER <i>Consolidated Disposal Service, L.L.C. DBA Republic Services</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>[Signature]</i>		
TITLE OF AUTHORIZED PERSON <i>GENERAL MANAGER</i>		
DATE <i>4/2/20</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>N/A</i>	LICENSE TYPE
PROPOSER'S ADDRESS <i>2531 E. 67th St. Long Beach, CA 90805</i>		
PHONE <i>704-728-4720</i>	E-MAIL <i>SCLARK@REPUBLICSERVICES.COM</i>	

EXHIBIT 12-D2 – Liquidated Damages

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.


If CONTRACTOR does not timely submit the applicable information, documentation or complete Report or incorporate comments, additions and corrections made by Director within five days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
CUSTOMER SERVICE		
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 6D1.	\$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	\$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	\$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) or charging any Customer more than Customer Service Fees, in Breach of Section [].	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Exhibit 5.	\$500
CONTRACT LANGUAGE		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item J1 of Section 4.	\$75 per day
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> • Customer and Occupant correspondence under item F of Section 4 • Publicity materials under item G1 of Section 4; • News releases and trade journal articles related to Solid Waste Collection services, under item G2 of Section 4 • Customer and Occupant outreach materials under item L of Exhibit 3A1. 	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director. This includes Section 17 and Exhibit 17 Contractor Documentation.	\$300 per occurrence plus \$100 per day late
L04	Each failure during any calendar month to return Director calls or to timely meet with COUNTY in accordance with Section 4H.	\$500
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item L4b(4) of Exhibit 3A1.	\$200

No.	Description of Liquidated Damage	Amount
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with item F of Section 1.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B.	\$75 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	\$75 per day
L09	Failure to allow Director to inspect, audit, review Records, or copy Records in accordance with Section 9C.	\$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	\$100 per week late
REPORTING TO COUNTY		
R01	Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10.	\$100 per day
R02	Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17.	\$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17	\$300 per day
R04	Failure to report adverse information in accordance with item C of Section 10.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 17.	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Section 3C	\$100 per day per vehicle
SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY		
S01	For each failure to Collect Solid Waste in accordance with Section 6D3 and item B of Exhibit 3A1.	\$500 per day plus \$10 for each missed Occupant per day
S02	Failure to immediately clean up litter, spills or liquid leaks in accordance with Section 4A1, 4A2 or 4A3, respectively.	\$150 per parcel per calendar day
S03	For each failure to prevent spills or liquid leaks in accordance with Section 4A2 and 4A3.	\$500
S04	For each failure to equip a Collection Vehicle with signs in accordance with item E7 of Exhibit 3A1.	\$100 per week
S05	For each occurrence of excessive noise in accordance with item A4 of Section 4.	\$300
S06	Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.	\$500 per Vehicle-Occurrence
S07	For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.	\$500
S08	Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.	\$150
S09	Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item F of Exhibit 3A1.	\$500 per Vehicle
S10	For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B2 of Exhibit 3A1, without Director approval.	\$500 plus \$10 for each Container or Bulky Item Collected
S11	For each failure to timely provide, maintain, or repair Container in accordance with item D of Exhibit 3A1.	\$25 per day
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	\$250

No.	Description of Liquidated Damage	Amount
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A1.	\$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A1.	\$200 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	\$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	\$150
S17	For each failure to Collect Abandoned Waste within 2 Service Days of Director request, in accordance with item A of Exhibit 3A2.	\$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items A2 and A4 of Exhibit 3A2.	\$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean), in accordance with item B of Exhibit 3A2.	\$50 per receptacle per missed Collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Section 3C.	\$100 per Vehicle per day

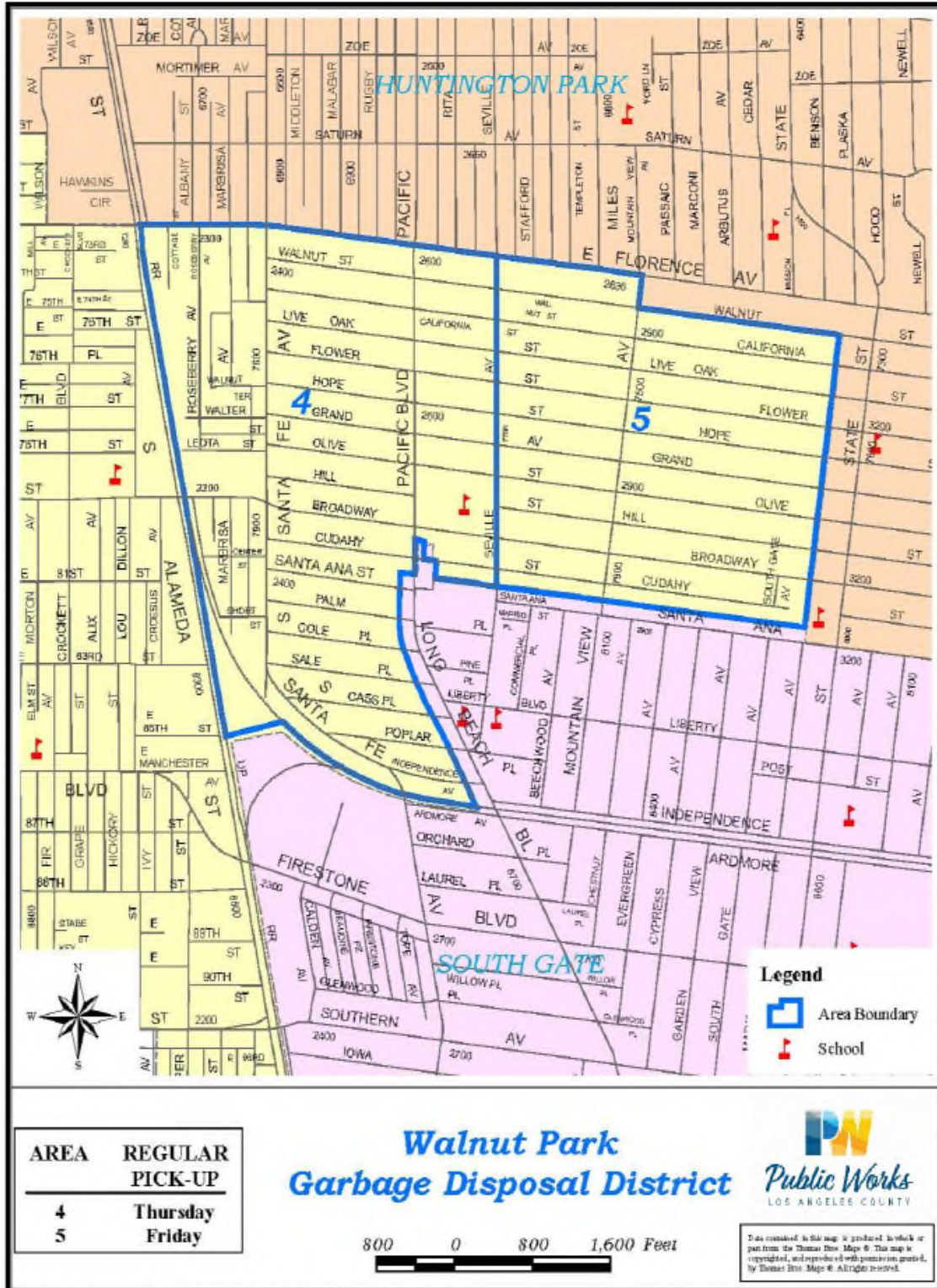
By placing initials below at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had many opportunities to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that this CONTRACT was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

CONTRACTOR Initial Here: 

COUNTY Initial Here: 

EXHIBIT 16 – Contract Service Area Information

16.A.1.2 Walnut Park Garbage Disposal District



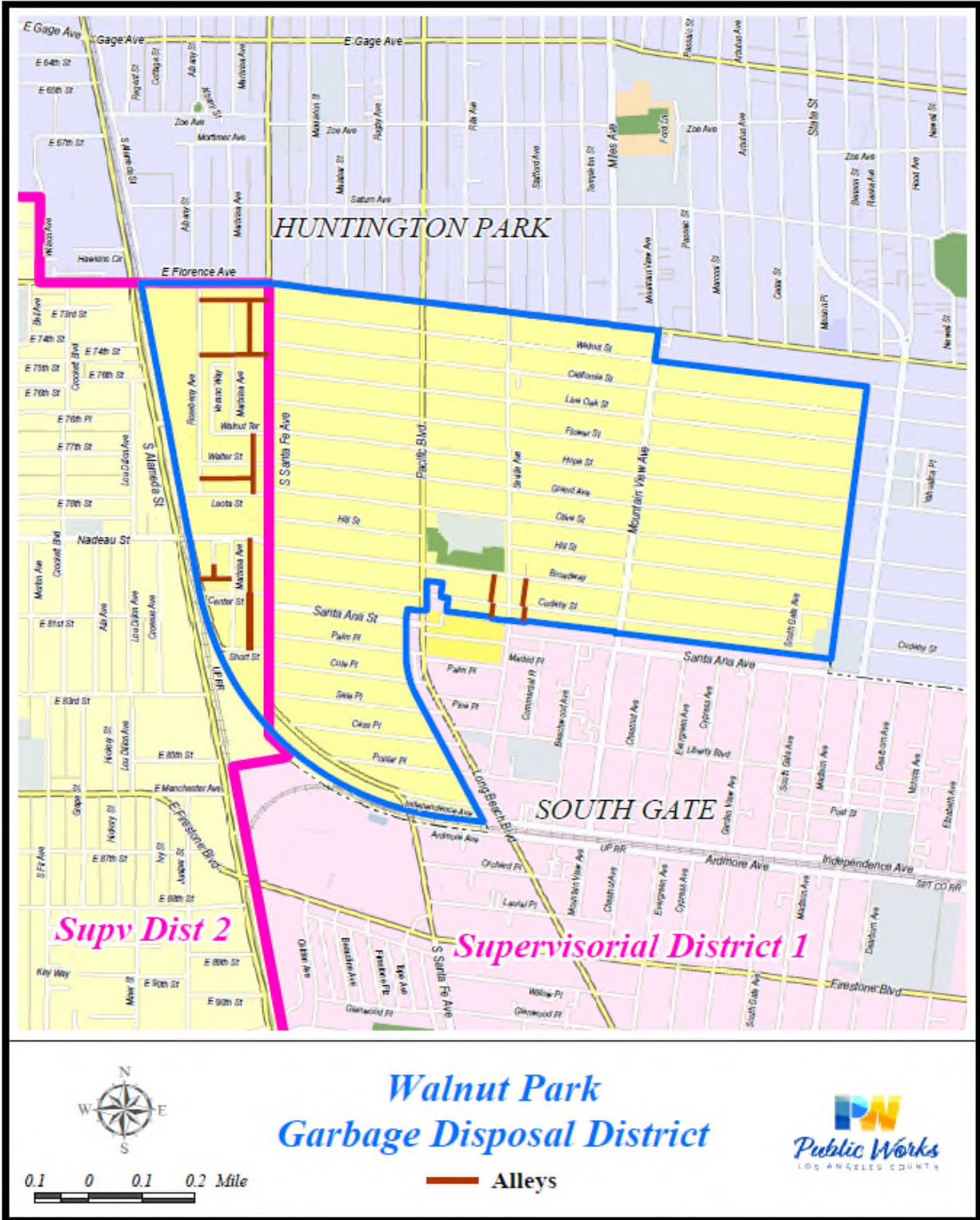
REF: \\pwws1\primgis\MPM\GIS\Projects\primgis\maps\wk_2012\walnutpl_gdd.mxd DATE: 08/01/08

Mapping & Property Management Division, Mapping & GIS Services Section

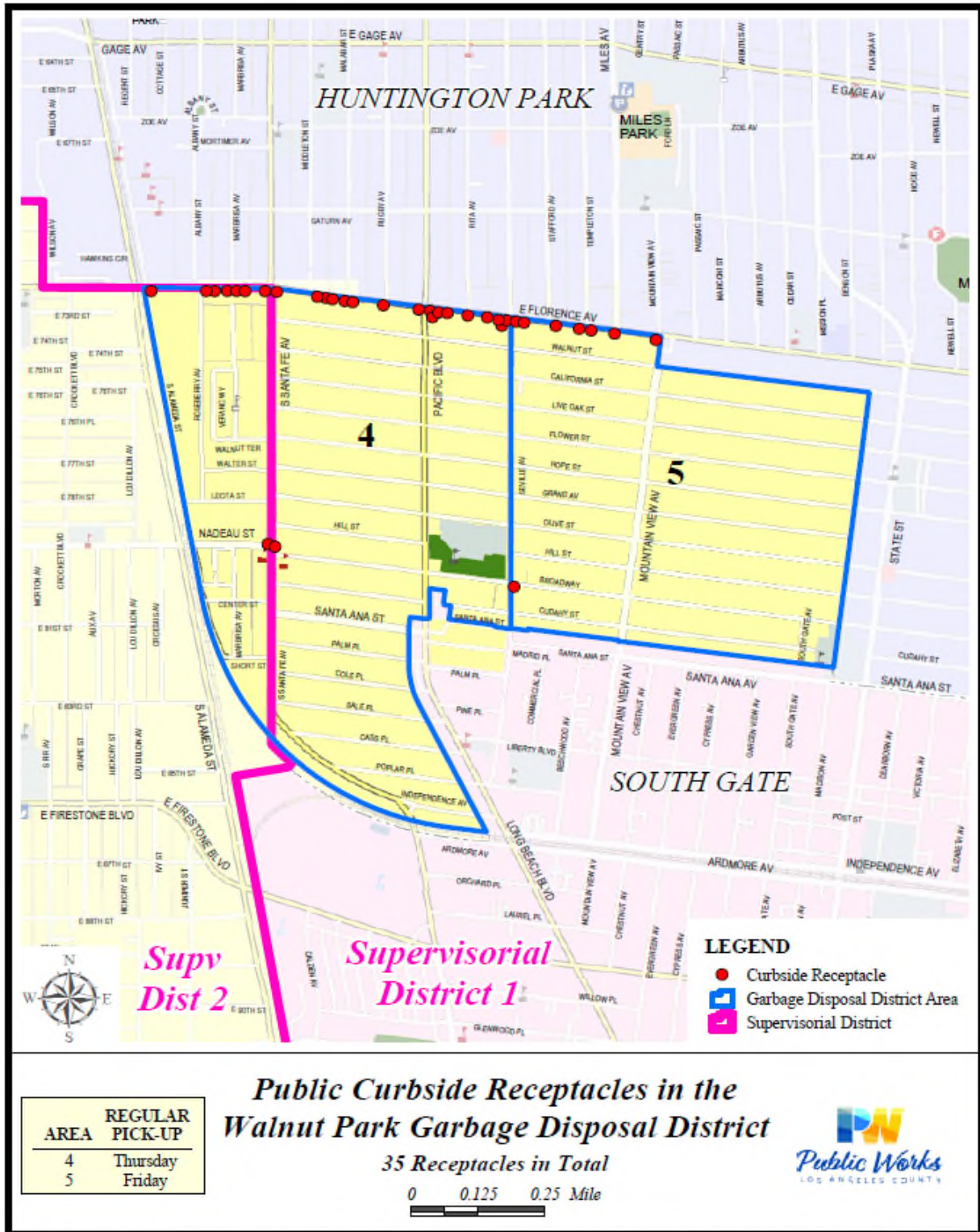
16.A.2.2 Walnut Park Garbage Disposal District



16.A.5.2 Walnut Park Garbage Disposal District



16.A.6.2 Walnut Park Garbage Disposal District



Item 16.B.1 Cart Lid Labels

TRASH ONLY / BASURA SOLAMENTE

ACCEPTABLE

Palm Fronds
Household Waste

NOT ACCEPTABLE

Green Waste
Recyclables
Concrete
Construction Debris
*Hazardous and
Electronic Waste

ACEPTABLES

Hojas de palmeras
Residuos domésticos

NO ACEPTABLES

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

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

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

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

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

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

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



RECYCLABLES ONLY / RECICLABLES SOLAMENTE

ACCEPTABLE

Paper
Aluminum
Metal
Cardboard
Plastic Bottles
Glass

NOT ACCEPTABLE

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

ACEPTABLES

El localizador
Aluminio
Metal
Cartón
Botellas de plástico
Vidrio

NO ACEPTABLES

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

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

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

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

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

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

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

GREEN WASTE ONLY / DESECHOS VERDES SOLAMENTE

ACCEPTABLE

Leaves
Grass Clippings
Branches
Brush
Saw Dust
Tree Trimmings

NOT ACCEPTABLE

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

ACEPTABLES

Hojas
Recortes de Césped
Ramas
Arbusto
Aserrín
Recortes de árboles

NO ACEPTABLES

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

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

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

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

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

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

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

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

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

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

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

Item 16.B.2 – Dumpster Labels

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

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

Waste Hauler 

STOP NO Hazardous Waste STOP

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

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

NO:       

Waste Hauler Logo 

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

WARNING

NO SCAVENGING

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

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

Waste Hauler
Logo



ADVERTENCIA

NO SE PERMITE REBUSCAR

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

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

Item 16.B.3 – Vehicle Billboards



Item 16.C.1 - Street and Alley Miles

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

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

16.C.3.2 Walnut Park Garbage Disposal District

No.	STREET	LOCATION
1	IN FRONT OF 2200 E FLORENCE AV	EB FLORENCE AV FS ROSEBERRY AV
2	IN FRONT OF 2218 E FLORENCE AV	EB FLORENCE AV 80 FT E/O ROSEBERRY AV
3	IN FRONT OF 2230 E FLORENCE AV	EB FLORENCE AV NS MARBRISA AV
4	IN FRONT OF 2302 E FLORENCE AV (2 receptacles)	EB FLORENCE AV FS MARBRISA AV
5	BUS STOP W/ BENCH; IN FRONT OF 2322 E FLORENCE AV	EB FLORENCE AV 160 FT E/O MARBRISA AV
6	SE CORNER FLORENCE AV & SANTA FE AV	EB FLORENCE AV FS SANTA FE AV
7	IN FRONT OF 2460 E FLORENCE AV	EB FLORENCE AV 80 FT E/O MIDDLETON ST
8	IN FRONT OF 2468 E FLORENCE AV	EB FLORENCE AV 130 FT E/O MIDDLETON ST
9	IN FRONT OF 2466 E FLORENCE AV	EB FLORENCE AV 160 FT E/O MIDDLETON ST
10	IN FRONT OF 2490 E FLORENCE AV	EB FLORENCE AV NS MALABAR ST
11	IN FRONT OF 2500 E FLORENCE AV	EB FLORENCE AV FS MALABAR ST
12	SW CORNER FLORENCE AV & PACIFIC BL	EB FLORENCE AV NS PACIFIC BL
13	BUS STOP (?) (BUS PAD); SE CORNER FLORENCE AV & PACIFIC BL	EB FLORENCE AV FS PACIFIC BL
14	BUS STOP (?) (BUS PAD); IN FRONT OF 2610 E FLORENCE AV	EB FLORENCE AV 45 FT E/O PACIFIC BL
15	BUS STOP (?) (BUS PAD); IN FRONT OF 2612 E FLORENCE AV	EB FLORENCE AV 65 FT E/O PACIFIC BL
16	BUS STOP; IN FRONT OF 2648 E FLORENCE AV	EB FLORENCE AV FS RITA AV
17	BUS STOP; IN FRONT OF 2690 E FLORENCE AV	EB FLORENCE AV 45 FT W/O SEVILLE AV
18	SW CORNER FLORENCE AV & SEVILLE AV	EB FLORENCE AV NS SEVILLE AV
19	SE CORNER FLORENCE AV & SEVILLE AV	EB FLORENCE AV FS SEVILLE AV
20	IN FRONT OF 2700 E FLORENCE AV	EB FLORENCE AV 80 FT E/O SEVILLE AV
21	IN FRONT OF 2716 E FLORENCE AV	EB FLORENCE AV 50 FT E/O STAFFORD AV
22	IN FRONT OF 2766 E FLORENCE AV	EB FLORENCE AV 35 FT W/O TEMPLETON ST
23	IN FRONT OF 2800 E FLORENCE AV	EB FLORENCE AV FS TEMPLETON ST
24	IN FRONT OF 2808 E FLORENCE AV (2 receptacles)	EB FLORENCE AV FS TEMPLETON ST
25	IN FRONT OF 2828 E FLORENCE AV	EB FLORENCE AV NS MILES AV
26	IN FRONT OF 2802 FLORENCE AV	EB FLORENCE AV FS PACIFIC BL
27	IN FRONT OF 2810 FLORENCE AV	EB FLORENCE AV VFS PACIFIC BL
28	IN FRONT OF 2688 FLORENCE AV	EB FLORENCE AV NS SEVILLE AV
29	BUS STOP	NB SANTA FE ST FS BROADWAY
30	NW CORNER OF SANTA FE & NADEAU ST	SB SANTA FE ST NS NADEAU ST
31	BUS STOP S/E CORNER OF SEVILLE AVE & BROADWAY	NB SEVILLE AV NS BROADWAY
32	FLORENCE AVE	S/E CORNER OF ALAMEDA
33	EB FLORENCE AVE	50 FT W/O MOUNTAIN VIEW

Item 16.C.6 - Tonnages *

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2016			Annual Clean-Up Tonnage in 2016	Abandoned Waste Tonnage in 2016
	Refuse **	Recyclables	Green Waste		
Walnut Park	9,134	1,183	1,295	28	Not Available

Name of Garbage Disposal District	Solid Waste (in tons) Collected in 2017			Annual Clean-Up Tonnage in 2017	Abandoned Waste Tonnage in 2017
	Refuse **	Recyclables	Green Waste		
Walnut Park	9,138	1,162	1,689	54	3,541

Name of Garbage Disposal District	Solid Waste (in tons) Collected YTD November 2018			Annual Clean-Up Tonnage in 2018	Abandoned Waste Tonnage in 2018
	Refuse **	Recyclables	Green Waste		
Walnut Park	8,869	1,200	1,498	65	1,555

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

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

16.C.8 Parcels

16.C.8.2 Walnut Park Garbage Disposal District

**ASSESSOR PARCELS AND REFUSE UNITS
FISCAL YEAR 2018-19**

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

* Data based on Assessor's Use Code summary.

** Based on the Assessor's Land Use Code.

Item 16.D.1 County and Contractor Letters

County Letter

(County Letterhead)

XXXX XX, 2017

Dear Property Owner/Tenant:

TRASH COLLECTION SERVICE FOR (NAME OF SERVICE AREA)

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

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

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

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

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

Very truly yours,

GAIL FARBER
Director of Public Works

STEVEN E. MILEWSKI
Senior Civil Engineer
Environmental Programs Division

CW:



County of Los Angeles Department of Public Works

(NAME OF SERVICE AREA)
TRASH COLLECTION FRANCHISE



When will the new franchise waste collection services begin?

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

Who will be my new waste hauler?

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

How was the new waste hauler selected?

The County utilizes a competitive process in selecting a waste hauler. Invitations are sent to all permitted waste haulers to submit proposals. The proposals are then evaluated based on specified criteria such as proposed rate, work plan, experience, financial strength, and other factors. This process ensures quality service at competitive rates.

What will my new rate be under the new agreement?

Beginning on (DATE OF FIRST DAY OF SERVICE), the rates will be \$XX.XX per month for basic service and \$XX.XX per month with senior discount (for qualifying seniors). These rates will be fixed for at least the first year of service.

What if I have questions?

Call (NAME OF NEW WASTE HAULER) Customer Service Department at (800) XXX-XXXX, call the County at 1(888) CLEAN LA (253-2652), or attend the community meetings.

What service features are included in the basic rate?

All (NAME OF NEW WASTE HAULER) customers receive:

- Once a week automated refuse, green-waste and recyclables collection service
- One 96-gallon trash cart, one 96-gallon green-waste cart, and one 96-gallon recyclables cart (carts smaller than 96-gallon are available upon request)
- One extra green-waste cart and/or one extra recyclable cart free of charge, upon request
- Additional carts beyond the allotted free carts can be requested at the low rate of \$5 per month
- Holiday Tree curbside collection service
- Annual curbside clean-up event (including electronic waste) for residential customers
- Four (4) on call pick-ups a year of bulky items
- Four (4) on call pick-ups a year of excess green-waste in bags and bundles
- Four (4) on call pick-ups a year of excess trash in bags
- SHARPS collection and disposal services for needle, lancets, etc. upon request
- Roll-out service for qualifying elderly and/or disabled customers, upon request
- 25 percent senior discount for heads of household 62 or older who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 35-gallon cart for trash
- Collection and disposal of abandoned waste found in alleys and public right-of-ways
- Mulch and compost giveaways

Contractor Letter

(Waste Hauler Letterhead)

Dear Customer:

The County of Los Angeles Board of Supervisors recently awarded an exclusive seven-year franchise agreement to (NAME OF NEW WASTE HAULER) to provide trash collection and recycling services in carts to all single-family and two-unit residential properties within the (NAME OF SERVICE AREA) franchise area. Effective (XXXXXX XX, 2017), (NAME OF NEW WASTE HAULER) will be the new waste hauler for your community. We look forward to providing you the highest quality of solid waste and recycling services.

Standard services will include three new 96-gallon carts: one black for household trash, one blue cart for recyclables, and one green cart for green waste at a monthly rate of \$XX.XX per month, a savings of XX%. As a (NAME OF NEW WASTE HAULER) customer, you are also entitled to free on-call bulky item collections four times per year, holiday tree collection, and curbside community cleanups. Senior residents may be eligible for a 25% discount if they meet the criteria. For a summary of your new services and rates, enclosed are the Rate Sheet and Terms and Conditions. Please contact our Customer Service Department for additional information or to request special services such as roll-out/back yard service, discount (senior), smaller 64 or 32-gallon carts, or extra carts.

Your new 96-gallon carts will be delivered between the hours of 6:00 am to 6:00 pm on one of your trash collection days during the period of XXXXX XX, 2017 through XXXXX XX, 2017. Removal of your (NAME OF OLD WASTE HAULER) carts will occur simultaneously the same day. If delivery and removal do not occur by 6:00 pm, please take in your (NAME OF OLD WASTE HAULER) carts and remember to continue taking them out and leaving them at curbside up to 6:00 pm on the following trash collection day until they are removed and new (NAME OF NEW WASTE HAULER) carts are delivered. Please begin using your new (NAME OF NEW WASTE HAULER) carts as you receive them and (NAME OF OLD WASTE HAULER) will service them until October 31, 2014. (NAME OF NEW WASTE HAULER) will begin service under the new franchise agreement on XXXXX XX, 2017.

To better provide residents with information regarding services under the new franchise agreement and answer questions that residents may have, (NAME OF NEW WASTE HAULER) will be conducting community information meetings. These meetings will be held at the (NAME OF LOCATION AND ADDRESS), on the following dates:

- Thursday, XXXXX XX, 2017, at 6:00 p.m.
- Saturday, XXXXX XX, 2017, at 10:00 a.m.

(NAME OF NEW WASTE HAULER) is a family owned and operated local solid waste and recycling company serving Southern California since 1986. Our ownership is three generations strong with a combined total of close to 100 years' experience in the waste and recycling industry, and we look forward to providing your solid waste and recycling needs. We greatly appreciate the opportunity to provide quality service in your community.

Should you have any questions or concerns, please contact us toll-free at XXX-XXX-XXXX Monday through Friday from 7:00 am to 5:00 pm and Saturdays from 8:00 am to 12:00 pm.

Sincerely,
(NAME OF NEW WASTE HAULER)

Item 16.D.2 Non-Collection Notice

Hauler Logo

NON-COLLECTION NOTICE

Your container was not collected due to the reasons checked below. Please contact (Waste Hauler Name) customer service when corrections have been made.

- 1. Unpermitted waste such as household hazardous waste, electronic waste, batteries, and fluorescent tubes were placed in the containers. Contact the County of Los Angeles hotline at 1(888) Clean LA or visit their website at www.CleanLA.com for more information.
- 2. Due to unsafe service conditions.
- 3. ALL waste must be inside containers provided to you with the exception of pre-arranged bulky or excess item pick-ups.
- 4. Your containers or bulky item waste was not set out at the collection set out site.
- 5. Your container exceeds weight limitations (Waste Hauler to provide maximum weight restrictions for each size of cart and/or dumpster).
- 6. Your account is past due.
- 7. Premises are not safely accessible to vehicles.
- 8. Your recyclables (blue) container is contaminated with trash and/or green waste, and/or manure.
- 9. Your organics container is contaminated with trash and/or recyclables, and/or manure.
- 10. Your trash container is contaminated with manure.
- 11. Your manure container is contaminated with trash and/or recyclables, and/or organics.
- 12. Other: _____

If the above is corrected by 3:00 p.m. today, please contact our customer service department at (Waste Hauler Telephone Number) and we will return and collect today at no charge.

Item 16.D.3 Terms and Conditions

TERMS AND CONDITIONS

What We Will Collect. We will collect residential refuse, green waste, and recyclables in carts we provide, within one week of your requesting services. You must place refuse, recyclable materials, and organics in the appropriate carts. Materials placed outside of carts will not be picked up unless previous arrangements have been made.

When Carts are Allowed at Set-Out Site. Carts must only be placed at the set-out site for collection within the hours 5:00 p.m. on the day before scheduled collection and 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

We Will Not Collect Hazardous Waste. State law prohibits disposal of hazardous materials and certain electronic devices in your trash. These include: most paints, pesticides, petroleum derivatives such as motor oil and solvents, electronic devices such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens. Other items banned from disposal include: batteries, thermostats, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, calculators, aerosol cans, fluorescent lights, and certain mercury-containing devices. If these items are identified in your trash, your cart will be tagged and not serviced. Certain electronic devices may be separately collected. For additional safe and legal disposal options, call 1(888) CLEAN LA or visit www.CleanLA.com.

When We Will Collect. We will make collections once a week between the hours of 6:00 a.m. to 6:00 p.m. on the same day of the week (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 3:00 p.m. or on the next collection day if you call after 3:00 p.m.

How Much We Will Charge. We will charge all our customers the rates shown on the Rate Sheet for standard services and any additional requested services.

Where We Will Pick Up. On your scheduled collection day, except if you have roll-out service, you must place your carts at the agreed set-out site with carts facing the street and 18 inches apart from each other. Handles and wheels must be facing the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

How to Request Replacement for Stolen Carts. We will replace stolen carts within 7 days of customer's request. Carts will be replaced without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee.

How to Receive Roll-Out Service. We can bring your carts out to the pickup point, at no additional charge, for residential customers who certify they are not able-bodied or are elderly (over the age of 62) and have no able-bodied person residing in their household. Roll-out service will be provided to these customers during their weekly collection of trash, recyclable materials, and organics, as well as during the annual curbside clean-up event, holiday tree pick-ups, and occasional on-call pickups. These services are also available to any other customer upon request at the charge listed on the rate sheet, we will ask you to sign a waiver of damage liability and/or indemnification prior to providing this service.

How to Change to Different Sized Carts. If you have space restrictions at your container storage or set-out site, you may request alternatives to 96 gallon carts, in the same aggregate capacity, free of charge.

Difficult to Service. At a charge listed on the rate sheet, this service is available to difficult to service areas, such as cul-de-sacs or hills, where automated collection vehicles cannot safely drive or to any other customer upon request.

Weight Limitations of Carts. The weight limit for each a-ormated cart is as follows: 96 gallon cart = XXXX lbs., 64 gallon cart = XXXX lbs., 32 gallon cart = XXXX lbs. If carts are found to be over these weight limits, they will be tagged and not serviced.

Annual Curbside Clean-Up Event. We will conduct a Clean-Up Event once per year wherein we will collect unlimited amounts of bulky items, excess solid waste, up to 2 bags per bag or pickup truck load, 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 regular scheduled collection day during the period of three weeks following December 25th. You must strip them of ornaments, garlands, tinsel, flocking and lights.

On-Call Bagged Green Waste Pickups. We will collect extra green waste set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Green waste must be in bags or bound bundles less than 4 feet in length, up to 10 bags/bundles per pickup, four times per year at no additional charge.

On-Call Bagged Refuse Pickups. We will collect extra refuse set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Refuse must be in bags, up to 5 bags per pick-up, four times per year, at no additional charge.

On-Call Pickups of Bulky Items. We will collect bulky items set out at the curb on your next regularly scheduled pickup day if you call us at least 24 hours in advance. Bulky items will be picked up at no additional charge up to 4 times per year with a maximum of 10 items per pickup. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items) and construction and demolition debris in up to two 70-pound containers.

Additional On-Call Pickups of Bulky Items. We will collect bulky items, in excess of four times per year, on your next regularly scheduled pickup day, at the charges listed on your rate sheet, if you call us at least 24 hours in advance.

Additional Customer Options Regarding Reyclables. 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!

Item 16.D.4.a – Residential Service Brochure

<p>HOLIDAY TREE COLLECTION Collection of holiday trees (i.e., Christmas trees, Hanukkah bush, etc.) from the curb on regularly scheduled collection day.</p> <p>ANNUAL CURBSIDE CLEANUP A cleanup event scheduled once per year wherein all bulky items, excess trash, and excess green waste will be collected from the curb.</p> <p>MOVE IN/MOVE OUT Bulky items, up to a maximum of 10 items per pickup, will be collected within 14 days of customer account being opened or closed.</p> <p>SHARPS COLLECTION Upon receiving request from customer, up to four Sharps containers per year will be provided, along with a pre-paid postage container to mail back filled Sharps containers for disposal.</p> <p>MULCH AND COMPOST EVENTS A drive-up event wherein customers can receive mulch and/or compost. Dates and details of the events will be announced two weeks in advance.</p> <p>ROLL-OUT SERVICES For qualified elderly and disabled customers, carts will be rolled out from customer's storage to the collection vehicle then back to storage at no additional cost. This service is available for other customers, upon request, for a charge listed on the rate sheet.</p> <p>HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR ELDERLY AND DISABLED Upon request from qualified customer, household hazardous waste will be collected from set-out site agreed upon with the customer.</p>	<p style="text-align: center;">WHO TO CONTACT</p> <p style="text-align: center;">WASTE HAULER</p> <p>For service questions or requests: Please contact your waste hauler.</p> <p style="text-align: center;">PUBLIC WORKS</p> <p>For general or environmental questions or for customer service complaints: 1(888) CleanLA or www.CleanLA.com</p>	<p style="text-align: center;">A Guide to Trash Service</p>  <p style="text-align: center;">Residential Trash and Recyclables Program</p> <p style="text-align: center;">Unincorporated Los Angeles County Communities</p>	<p style="text-align: center;">BASIC SERVICES INCLUDED</p> <p>WASTE COLLECTION Automated collection of trash, recyclables, and organics each week on a regular collection day(s).</p> <p>CARTS Set of one 64-gallon black, one 96-gallon blue, and one 96-gallon green cart are provided.</p> <p>EXTRA CARTS AT NO ADDITIONAL CHARGE Upon request, One additional 96-gallon blue and/or one additional 96-gallon green carts.</p> <p>ALTERNATIVE SIZE CARTS Upon request, if you have space limitations, you may receive either 64 or 32-gallon carts.</p> <p>BULKY ITEM PICK-UP Up to four times per year, with a maximum of 10 items per pickup, bulky items (i.e., refrigerator, couches, etc.) will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p>EXCESS TRASH PICKUP Up to four times per year, with a maximum of 5 bags per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p> <p>EXCESS GREEN WASTE PICKUP Up to four times per year, with a maximum of 10 bags or bundles per pickup will be collected upon a minimum of 24-hour notice by calling our customer service department.</p>
<p style="text-align: center;">Black Cart is for Trash</p>  <p>Your BLACK cart is for trash. Do not place trash in the Blue Recycling or Green Organics cart or it will not be collected. Additional trash carts are available, upon request, for a surcharge listed on the rate sheet. If your cart is damaged, it will be repaired or replaced at no charge.</p> <p>DO NOT place the following materials in the black carts:</p> <ul style="list-style-type: none"> Batteries Construction and Demolition Debris Electronic Waste Fluorescent Bulbs Green Waste Infectious Waste Oil Paint Pesticides Recyclables Tires <p>For information on proper disposal of household hazardous waste, please call 1(888) Clean LA or visit the County's website at www.CleanLA.com.</p>	<p style="text-align: center;">Blue Cart is for Recyclables</p>  <p>Your BLUE cart is for recyclables. One additional Recyclable cart is available upon request, at no additional charge.</p> <p>Recyclable items include:</p> <ul style="list-style-type: none"> Aluminum and metal Aluminum cans Aluminum foil Brochures Catalogs Cardboard Computer paper Glass Glass bottles and jars Junk mail Magazines Mixed paper Newspaper Paper Paper tubes Plastic soda or water bottles Tissue boxes Phone books #1 - #7 Plastic bottles Used envelopes <p>REMINDER: Please do not put trash in the Blue or Green carts</p>	<p style="text-align: center;">Green Cart is for Green Waste</p>  <p>Your GREEN cart is to be used for green waste materials only. Please do not place bagged green waste in the green cart.</p> <p>Green waste items include:</p> <ul style="list-style-type: none"> Branches Brush Grass clippings Leaves Tree trimmings <p>DO NOT place the following materials in the black carts:</p> <ul style="list-style-type: none"> Animal waste Cactus Construction debris Garbage Palm fronds Palm tree trimmings Plastic or paper bags 	<p style="text-align: center;">FREQUENTLY ASKED QUESTIONS</p> <p>Who do I call to request services such as bulky item collection or replacement of damaged carts?</p> <p>All service requests, including replacement of damaged carts, must be made directly with the waste hauler.</p> <p>What happens if my waste hauler mixes my recyclable materials with the trash?</p> <p>Waste haulers are required to collect separately the trash, recyclable materials, and green waste. If you observe your waste hauler mixing recyclables or green waste with trash, we request that you please contact Public Works. Haulers found in violation may be fined for each occurrence. To ensure contract compliance, Public Works will have inspectors assigned to monitor trash collection in your area.</p> <p>Who can I call if I have a complaint about the trash collection services I receive?</p> <p>Residents are encouraged to contact the waste hauler first to resolve issues concerning the delivery of service. If the waste hauler fails to resolve any issue, please contact Public Works.</p> <p>How will the County ensure the residents receive quality service from the hauler?</p> <p>The County will monitor compliance with the service standards prescribed by the trash collection agreement and ensure residents receive quality service. Waste haulers who fail to meet these standards may be assessed fines or have their agreement terminated by the County for poor performance.</p>

Item 16.D.4.b – Multifamily Service Brochure

Request a Consultation

Solicite una Consulta

We offer FREE on-site evaluations aimed at increasing recycling and reducing waste generated on your premises. The visit will help customize recycling and containers to meet your needs.

Ofrecemos GRATIS una visita a sus instalaciones para determinar cómo puede reciclar más y reducir la basura que genera. Durante la visita también identificaremos el programa de reciclaje y los carritos a recomendadores de basura más adecuados a sus necesidades.

Important Notice! If you do not use Republic Services as your trash collection provider, you could be incurring an additional and unnecessary expense since trash collection services required by the County of Los Angeles in your Garbage Disposal District are paid for by the property owner as a service fee charge on the parcel's property tax bill. Please also note the County does not provide service fee reimbursements to property owners who choose to receive services from a different waste hauler. Please call 800-299-4898 for further information or assistance.

Aviso importante: Si usted no ocupa a Republic Services como su proveedor para el servicio de la colecta de basura, es posible que esté incurriendo un gasto adicional e innecesario ya que los servicios de colecta de basura requeridos por el Condado de Los Angeles en su distrito de desecho de basura son cubiertos por el dueño de la propiedad como un cargo por cuenta de servicio incluido en la factura de los impuestos de la propiedad. Por favor tenga en cuenta que el Condado no da reembolsos a los dueños de propiedades que eligen recibir los servicios de un proveedor diferente. Por favor llame al 800-299-4898 para recibir más información o ayuda.

To request containers, services, bulky item pick-up, or consultation, contact:

Para solicitar carritos de basura, servicios, recolección de artículos grandes o una visita a sus instalaciones, por favor llame al:

Customer Service
Departamento de Servicio al Cliente

 **800-299-4898**

site.republicServices.com/site/los-angeles-ca

As you waste hauler, we are ready to meet your trash and recycling needs. Read the brochure about our services and the new state mandatory recycling law.

Como el proveedor de servicios para la recolección de su basura, estamos listos para atender sus necesidades para el desecho de la basura y el reciclaje. Lea este pequeño acerca de nuestros servicios y acerca de la nueva ley del estado sobre el reciclaje obligatorio.

13481 Redglen Rd.
Santa Fe Springs, CA 90670

 **REPUBLIC SERVICES**



MULTI-FAMILY RECYCLING SERVICES

for Multi-Family units within the Belvedere Garbage Disposal District.

para unidades de multi-familiares dentro del Distrito de Desecho de Basura de Belvedere.

 **REPUBLIC SERVICES**

800-299-4898

site.republicServices.com/site/los-angeles-ca

reduce waste and increase recycling

The Law States:

La Ley Estipula:

To conserve diminishing landfill space and natural resources, California adopted Assembly Bill 341, which sets a Statewide recycling goal of 75% and mandates recycling in the commercial sector. Effective July 1, 2012, businesses that produce at least 4 cubic-yards of trash a week must participate in recycling through one of the following:

- Subscribe to service that collects recyclables separately
- Send materials to a mixed waste processing facility that diverts recyclables
- Self-haul your own recyclables

Para ahorrar espacio en las vertederos y conservar recursos naturales, California ha aprobado la propuesta de la asamblea 341, la cual establece una meta a lo largo del estado de reciclaje del 75% para el sector comercial. A partir del primero de julio del 2012, todas las unidades, multi-familiares (de más de cinco unidades) deben contar con un programa de reciclaje a través de una de estas opciones:

- Contratar un servicio que recoge reciclables por separado
- Enviar los reciclables a una empresa que acepta basura mezclada y separa los reciclables, o
- Transportar sus propios reciclables

Our services include:

Nuestros servicios incluyen:

- Trash collection
Recolección de basura
- FREE recyclables collection
Recolección GRATIS de reciclables
- Recycling containers
Carritos para los reciclables
- Site visit consultation
Visita a sus instalaciones
- Recycling guides
Guías para el reciclaje
- Bin Exchanges

What Items Are Recyclable?

Yes	No
<ul style="list-style-type: none"> Plastic (#1-7) Plásticos (#1-7) Glass bottles Botellas de vidrio Aluminum & steel cans Latas de aluminio y hojalata White & colored paper Papel blanco y de colores 	<ul style="list-style-type: none"> Waxed paper cups Vasos de papel encerado Styrofoam Productos de Unisol Plant material Plantas y similares Waxed cardboard Cartoncillos de papel encerado Plastic binders Carpetas de plástico Carbon paper Papel carbón Foam wrappers Envolturas para comida Paper towels Toallas de papel Photographs Fotografías Hazardous waste Basura tóxica del hogar

Why recycle?
¿Por qué reciclar?

- It conserves natural resources and landfill space
Para ahorrar espacio en las vertederos y conservar recursos naturales
- It protects the environment.
Para proteger al medio ambiente

Available container sizes

Tamaños de contenedores disponibles

As a Belvedere GDD customer, you are entitled to free recycling collection based on your parcel size and refuse unit allotment.

Por ser cliente de GDD Belvedere, tiene derecho a una colecta gratis de reciclajes de acuerdo al tamaño de su parcela y a la unidad de desecho designada.



1-3 cubic yard containers
1-3 contenedores jeráridos cúbicos

OR



96-gallon carts when space is tight
carritos de 96 galones cuando el espacio es limitado

If you have any questions please contact:
Si usted tiene alguna pregunta, por favor comuníquese:

800-299-4898

reduce waste and increase recycling

Item 16.D.4.c – Commercial Service Brochure

SERVICES INCLUDED

All commercial properties in the Garbage Disposal District are entitled to the weekly services below. Contact your waste hauler for any questions.

WASTE COLLECTION
Collection of trash, green waste and recyclables each week on a regular collection day(s).

TRASH CARTS OR DUMPSTERS
Dumpsters or sets of plastic carts, in appropriate sizes and quantities, are provided based on property land use codes.

BULKY ITEM PICK-UP
Bulky items (i.e., refrigerators, couches, etc.) generated onsite and set curbside.

ELECTRONICS COLLECTION
Old electronics (i.e., computers, monitors, copiers) set curbside.

CONSTRUCTION DEBRIS
Up to 60 pounds of construction and demolition debris generated onsite and set curbside.

PUBLIC RECEPTACLES
Routine collection of discards in curbside public receptacles twice a day, six days a week.

SEWALKS, PARKWAYS, & ALLEYS
Routine removal of abandoned waste and sweeping of alleys.

OTHER SERVICES
Include mulch and compost giveaways, electronics and clothing drop-off events, collection of holiday trees following Christmas, and biannual site visit to review waste disposal practices.

WHO TO CONTACT

WASTE HAULER



For service questions or requests:
Please contact your waste hauler.

PUBLIC WORKS

For general or environmental questions or for customer service complaints:
(888) CleanLA or CleanLA.com


County of Los Angeles
Department of Public Works
Environmental Programs Division
900 S. Fremont Ave.
Alhambra, CA 91801

www.CleanLA.com
@CleanLA

Enrich lives through effective and caring service

A Guide to Trash Service for your Business



Garbage Disposal Districts

Garbage Disposal Districts


The Garbage Disposal District is an area within the unincorporated County of Los Angeles where an allocated level of trash, recycling, and green waste collection and other services are provided to residents and businesses by a private waste hauler who contracts with the County of Los Angeles.

The Department of Public Works, Environmental Programs Division oversees the contract.

All property owners in a GDD are enrolled for services and assessed on their annual property tax bill.

The level service and the amount charged is based on the land use codes assigned to the property by the County of Los Angeles Office of the Assessor. See the table for a list of property types and the allocated trash service.

Any extras beyond the allocated service is arranged with and paid to the waste hauler.




Container Sizes

Businesses may use metal dumpsters, often 2 or 3 cubic yards in capacity, or sets of 96-gallon carts in equivalent capacity (limited to available sizes).

Frequency


Businesses receive collection service once per week except:

- Properties with 2.5 cubic yards or more of service are entitled to receive collection service twice a week.
- Properties classified by the Assessor as Commercial food establishments are entitled to daily collection service of waste, excluding Sundays and holidays.



Multiple Businesses on 1 Property

If there are multiple businesses on one property, the specific business type may be different from the assigned property land use code (i.e., a restaurant in a shopping center) and the property owner/property management company should contact Public Works to verify the allocated level of trash service.



FREQUENTLY ASKED QUESTIONS

What is the current service rate?
Since 2007, charges for waste collection services in the Garbage Disposal Districts have remained constant. Please refer to your annual tax bill for the amount.

How were service levels determined?
Service levels assigned to parcels are based on the type of land use, according to the Office of the Assessor's data. They are based on the classification of a particular property (e.g., restaurant, store, or shopping center).

Can I use another hauler?
Yes, you are not required to use collection services provided through the district. However, no refunds are available for the charges collected on the property tax bill for the property owner's choice of haulers or non-use of the allocated GDD services.

Can my restaurant get daily service?
Yes, but if the property's land use code by the Office of the Assessor is not listed as a restaurant, you are not paying for daily service on the taxes and therefore it is considered an additional service.

My business is in the GDD. Can I get trash service for free?
Maybe. The GDD trash service is provided to all property owners, not all business owners. You must speak to the property owner. Also, basic trash service is determined by land use codes, not what business is operating and there may be discrepancies.

Can I get more trash service?
Sure, but there will be a service charge for additional service (larger capacity or increased frequency) beyond the allocated service assessment paid for on the property tax bill. Please refer to the allocation table of services.

Land Use	Cubic Yards
Office, smaller than 500	1
Three residential units (any combination)	1.8
Four residential units (any combination)	2
Five or more residential units (any unit)	2.5
Mobile homes	2.5
Recreational houses	2.5
Mobile home units	2.5
Animal boarding	2.5
Automotive, products & accessories	2.5
Auto sales, shops, parts & repair garages	1.8
Beauty, salons and spas	2
Boating, RV's	2.5
Care centers	2.5
Convenience and restaurants	1.8
County general office	2.5
Churches	2.5
Cities, village halls & meeting rms	2.5
Food processing plants	2.5
Commissions and health care	2.5
Heavy manufacturing	1
Hotels and the arts and others	1.8
Hotels	2.5
Hotels - for rooms and suite	2.5
Light manufacturing	2
Laundry plants	1
Lodging, less than 4,000 square feet	1
Offices commercial	1
Manufacturing commercial	1
Manufacturing industrial	1
Manufacturing, general houses	2
Manufacturing and agricultural/commercial	2.5
Mobile - in yards and lots	2.5
Mobile homes, units and TV trailers	1
Manufacturing and processing	2.5
Office buildings	2.5
Office buildings	2.5
Offices with commercial use permitted	2.5
Offices with commercial use permitted	2.5
Offices and gas	2.5
Private schools	1.8
Professional buildings	2.5
Restaurants	1
Service machine equipment	1.8
Service shops/repairshops & TV repair	1.8
Service stations, gas service	1.8
Service stations, self-service	1
Shopping centers (major/medium & smaller)	9
Shopping centers (major)	9
Shops	1.8
Stores and office combinations	2
Stores and restaurant combinations	2
Supermarkets	2
Theaters	1.8
Used car lots	1
Warehouses (general/warehouse areas)	2.5
Vacant commercial developments	2.5
Vacant commercial lots	2.5
Vacant heavy manufacturing	2.5
Vacant industrial developments	2.5
Vacant industrial land	2.5
Vacant industrial land	2.5
Vacant industrial land, over 10,000 sq. ft.	2.5
Warehousing, distribution or storage	2
Warehouses and manufacturing buildings	1

Item 16.D.5 Rate Sheet

(WASTE HAULER LOGO)

Rate Sheet

XXXX 1, XXXX

To Our Valued (NAME OF SERVICE AREA) Customer:

The County of Los Angeles Board of Supervisors awarded (NAME OF WASTE HAULER) a contract to provide trash collection services in the (NAME OF SERVICE AREA) unincorporated community. The term of this contract is 7 years with two 2-year renewal options for a potential total contract term of eleven years. The initial 7-year term commenced on XXXX 1, 20XX and will end on XXXX 31, 20XX.

Customers will be charged the rates shown below on a quarterly basis. (NAME OF WASTE HAULER) bills for services three months in advance. To request additional services or if you have any questions or concerns, please do not hesitate to call (WASTE HAULER NAME) customer service department, Monday thru Friday 8:00 a.m. to 5:00 p.m. or Saturday 8:00 a.m. to 1:00 p.m., at 1-800-XXX-XXXX.

Basic Service Fee: _____ \$XX.XX/quarter (\$XX.XX/month)

Basic Service Fee with Senior Discount ⁽¹⁾: _____ \$XX.XX/quarter (\$XX.XX/month)

⁽¹⁾ A Senior Discount of 25% will be given to residents who meet the following criteria: head of household, 62 or older, and who either (a) qualify for utility rate discounts based on financial need or (b) generate small amounts of waste and use a 32-gallon cart for trash.

Additional Services and Surcharges: These services are available upon request.

Manure Service \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Bear-Resistant Cart \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Recyclables Cart with Gravity Lock \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional Containers Above Basic Service, each: \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Additional (more than four/year) on-call collection of bulky items, excess trash, and excess green waste \$XX.XX/collection (\$XX.XX/quarter with senior discount)

Difficult to Service: For any customer who requests this service or for difficult-to-service residential premises (such as hills or cul-de-sacs where collection vehicles cannot safely drive): \$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Roll-out/backyard service: This service means (WASTE HAULER NAME) brings containers to the curb to be serviced by collection vehicle and returned to the back yard or other designated location for an additional fee of:

For Qualifying Customers:	Free
Minimum Service (0 to 10 Feet):	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)
Full Service (11 Feet to 50 Feet):	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)
Extended Full Service:	\$XX.XX/quarter (\$XX.XX/quarter with senior discount)

Other Discounts Available to Qualifying Customers:

5% Smarte-Club Discount for residents who register to receive service information, billing, and make service requests electronically through (WASTE HAULER NAME)'s website at (WEBSITE ADDRESS). Residents who register must waive to receive these materials by mail and must be a member during an entire, applicable billing quarter to receive this discount.

15% Small Generator Discount for residents who use only one 32-gallon container for trash. This discount cannot be combined with the Senior Discount.

Residential Bin Rentals (3 YD) and Temporary Roll-Off Services: Available upon request by calling our customer service department at 1-800-266-7551.

EXHIBIT 17 – Contractor Documentation

All documentation listed below is to be attached to CONTRACT as Exhibit 17. Use of Director provided templates is required where applicable.

A. Notice to Director Required

1. **CONTRACTOR's Permit and Permit Application**

Include all Permits required by County Code (such as a waste collector Permit from COUNTY Department of Public Health) or other Applicable Law, including Green Waste Quarantine Zone Agreement with CDFA.

2. **No Longer Used**

3. **Container Specifications**

Include Container capacity options, color, manufacturer's orders and invoices, label content and placement (item D of Exhibit 3A1).

4. **Vehicle Specifications**

Include vehicle identification number, model, make, year, purchase order (if applicable) and fuel type.

5. **Subcontractors**

Include Subcontractors' names, the amount of Goods or Services less than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests; but excluding Director-approved Subcontractors (Part 9M of Exhibit 5).

6. **Office Address**

See Section 6A and Section 6B1, Contractor Office Hours.

B. Director Consent Required

1. **Form of Non-Collection Notice (Section 4C)**

Include any Green Waste exclusions.

2. **Waiver of Liability**

Include form of any waiver of liability (Section 4B1) and form of any Indemnification (Part 4 of Exhibit 5)

3. **Terms and Conditions Summary (item L1 of Exhibit 3A1)**

4. **Unpermitted Waste Screening Protocol (Section 13)**

5. **Acknowledgment**

Receipt of fact sheets relating to form of Nonemployee Injury Report (Part 4B6 of Exhibit 5) and Safely Surrendered Baby Law (Part 12B2 of Exhibit 5).

6. **Insurance and Performance Assurance (Part 4 of Exhibit 5 and Section 15)**

7. **Internal Revenue Service Notice 1015 (Part 12B1 of Exhibit 5)**

8. **CONTRACTOR's EEO Certification (Part 12D3 of Exhibit 5)**

9. **No longer used**

10. **Sharps Collection (item H6 of Exhibit 3A1)**

11. **Mulch and Compost Giveaway Program (item H7 of Exhibit 3A1)**

12. **No longer used**

13. **Director-Approved Subcontractors**

Include Subcontractors' names, the amount of Goods or Services more than \$50,000 that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor, including ownership interests (Part 9M of Exhibit 5).

14. **Backup Service Plan (Section 11C)**

15. **Key Personnel (Section 4J)**

With contact information (name, address, Office and mobile phone numbers, e-mail address)

a. ***ALL CONTRACTOR MANAGERS (see definition of "Contractor Manager" in Attachment 5-10A)***

b. ***AUTHORIZED REPRESENTATIVE OF CONTRACTOR (Part 9H of Exhibit 5)***

c. ***SERVICES SAFETY OFFICIAL (Part 12E1 of Exhibit 5)***

16. **Route Maps**

Route maps are to indicate all starting and ending points.

17. **Facilities and Solid Waste Facilities**

Designated by CONTRACTOR (item F of Exhibit 3A1), including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected; and
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample Reports.
- Reasons for changing the facility designation in the future;

CONTRACTOR may designate a new facility that has higher fees than the prior facility, but it may not pass increased costs to its Customers or the COUNTY by increasing the Service Fee. The Service Fee will not be adjusted to compensate CONTRACTOR if costs at the new facility are greater than those at the prior facility. Item E of Exhibit 7 is not applicable.

18. **Additional CONTRACTOR Commitments**

Those made in its proposal for procurement of this CONTRACT (item M of Exhibit 3A1).

19. **Transition Roll-Out Plan (item K of Exhibit 3A1)**

20. **Difficult to Service Occupants (Item O of Exhibit 3A1)**

CONTRACTOR must explain to Director:

- Why CONTRACTOR proposes changes Service Specifications for an address on Director's difficult-to-service list under Item O of Exhibit 3A1, and
- What changes CONTRACTOR will make for alternative Collection, such as different Collection Vehicle or manual Collection.








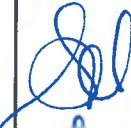




21. **Movement of Green Waste**

CONTRACTOR shall comply with all Applicable Laws regarding transportation of Green Waste, including the California Department of Food and Agriculture's (CDFA's) regulations that quarantine certain types of Green Waste and restrict its movement. See the following website for more information: (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>).

CONTRACTOR shall give Director a copy of either of the following:

- Application to CDFA for the agreement
- The completed CDFA agreement

**WALNUT PARK GARBAGE DISPOSAL DISTRICT
EXHIBIT 17—CONTRACTOR DOCUMENTATION
A. NOTICE TO DIRECTOR REQUIRED
SIGNATURE PAGE 1 of 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
A.1 Contractor's Permit and Permit Application	8		
A.2 Inventory of Service Assets	1		
A.3 Container Specifications	14		
A.4 Vehicle Specifications	8		
A.5 Subcontractors	2		
A.6 Office Address	2		

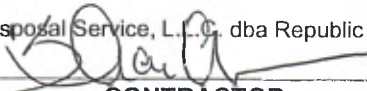


DIRECTOR

8/4/2020

DATE

Consolidated Disposal Service, L.L.C. dba Republic Services
Shannon Clark



CONTRACTOR









~~7/27/20~~ 7/29/20

DATE

**WALNUT PARK GARBAGE DISPOSAL DISTRICT
EXHIBIT 17—CONTRACTOR DOCUMENTATION
B. DIRECTOR CONSENT REQUIRED
SIGNATURE PAGE 2 of 3**

TITLE	TOTAL NO. OF PAGES	CONTRACTOR INITIALS	COUNTY INITIALS
B.1 Form on Non-Collection Notice	2		
B.2 Waiver of Liability	2		
B.3 Terms and Conditions Summary	3		
B.4 Unpermitted Waste Screening Protocol	5		
B.5 Acknowledgement	2		
B.6 Insurance and Performance Assurance	61		
B.7 Internal Revenue Service Notice 1015	2		
B.8 Contractor's EEO Certification (Form PW-7)	2		
B.9 Intentionally Omitted	1		
B.10 Sharps Collection	2		
B.11 Mulch and Compost Giveaway Program	2		
B.12 Alternatives to Fully Automated Collection 96-Gallon Carts	2		
B.13 Director-Approved Subcontractors	2		
B.14 Backup Service Plan	3		
B.15 Key Personnel	3		
B.16 Route Maps	8		
B.17 Facilities and Solid Waste Facilities	9		

WALNUT PARK GARBAGE DISPOSAL DISTRICT
 EXHIBIT 17—CONTRACTOR DOCUMENTATION
 C. DIRECTOR CONSENT REQUIRED
 SIGNATURE PAGE 3 of 3


B.18 Additional Contractor Commitments	3		
B.19 Transition Roll-Out Plan	8		
B.20 Difficult to Service Occupants	2		
B.21 Movement of Green Waste	6		



 DIRECTOR

8/4/2020

 DATE

Consolidated Disposal Service, L.L.C. dba Republic Services
 Shannon Clark 

 CONTRACTOR

~~7/27/20~~ 7/29/20

 DATE

Exhibit 17-Contractor Documentation

Item A.1 – CONTRACTOR’S PERMIT AND PERMIT APPLICATION

This item consists of 8 pages (including this page).

Section A.1: Contractor’s Permit

Enclosed, please find the following (Consolidated Disposal Service, L.L.C. dba Republic Services) permits, as required.

- (Consolidated Disposal Service, L.L.C. dba Republic Services) 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 2020 (Number PR0157401);



- (Consolidated Disposal Service, L.L.C. dba Republic Services) California Integrated Waste Management Board Covered E-Waste & Recycling permit for calendar year to 2021 (TPI# CEWID#103621);

Home » Electronics » Collector/Recycler » Details

Directory of Approved Collectors and Recyclers of Covered Electronic Waste

New Search

Organization: Consolidated Disposal Service, LLC (CEWID: 103621)

Current Status: Active

Application Last Approved: 1/8/2020

Physical Address: 2531 E 67th St, Long Beach, CA 90805

Contact: Enrique Flores (efloresjr@republicservices.com)

Phone: (800) 299-4898

Approved As: Collector

Renewal Application Due: 10/10/2021

Mailing Address: 2531 E 67th St, Long Beach, CA 90805

Collector Status	Started ↓	Ended
Active	10/8/2015	
Inactive	3/21/2014	10/08/2015
Active	1/6/2008	3/21/2014

- (Republic Services). California Integrated Waste Management Board Waste Tire Hauler permit for calendar year 2020 (TPID #1016918);

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED
WASTE TIRE HAULER




Republic Services
2531 E. 67th Street
Long Beach, CA 90805

ISSUED BY:  <hr/> DEPUTY DIRECTOR	VEHICLE LICENSE PLATE NUMBER: <u>8R61371</u> UNIT NUMBER (INTERNAL USE): <u>701</u> DECAL SERIAL NUMBER: <u>20-03537</u> ISSUE DATE: <u>11/12/2019</u> EXPIRATION DATE: <u>12/31/2020</u> SITE NUMBER/TPID: <u>1016918</u>
--	---

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID DO NOT COPY OR REPRODUCE

- (Consolidated Disposal Service, L.L.C. dba Republic Services). Department of Toxic Substances Control EPA Number as a hazardous waste generator/handler (CAL000180389).

		
Jared Blumenfeld Secretary for Environmental Protection	Department of Toxic Substances Control Meredith Williams, Ph.D., Director 1001 "I" Street P.O. Box 806 Sacramento, California 95812-0806	Gavin Newsom Governor

EPA ID PROFILE

Map ID Number: CAL000180389 Name: CONSOLIDATED DISPOSAL SERVICE LLC County: LOS ANGELES NAICS: 48421	Status: ACTIVE Inactive Date: Record Entered: 2/4/1998 12:00:00 AM Last Updated: 8/6/2019 11:03:28 AM	
---	--	--

	Name	Address	City	State	Zip Code	Phone
Location	CONSOLIDATED DISPOSAL SERVICE LLC	2531 E 67TH ST	LONG BEACH	CA	908050000	
Mailing		2531 EAST 67TH STREET	LONG BEACH	CA	908050000	
Owner	CONSOLIDATED DISPOSAL SVC LLC	18500 ALLIED WAY	PHOENIX	AZ	850540000	4806272700
Operator/Contact	JAVIER REYES	2531 E 67TH STREET	LONG BEACH	CA	90805	5622592958

- Consolidated Disposal Service, L.L.C. dba Republic Services. California Department of Food and Agriculture Permit/Compliance Agreement for transporting green waste (19-GW-0027).



COMPLIANCE AGREEMENT for the use with MASTER PERMIT QC 1289/1290/1291/1292/1337
 [Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]

Provisions for the Intrastate Movement of **GREEN WASTE**
 Originating within the State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (CCR 3435)
- Huanglongbing (CCR 3439)
- European Grapevine Moth (CCR 3437)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/Phytophthora ramorum (CCR 3700)

Compliance Agreement No: 19-GW-0027

1. **PROGRAM**
 The California Department of Food and Agriculture (CDFA), and the Los Angeles
 County Agricultural Commissioner cooperating as the Program.

PROGRAM INFORMATION
Los Angeles County Agricultural Commissioner's Office

Street Address: 12300 Lower Azusa Rd

City: Arcadia Zip Code: 91006

Program Officer: Keith Okasaki - CDFA

Phone (626) 575 - 5471 Fax (_____) _____ - _____

Email Keith.Okasaki@cdfa.ca.gov

2. **BUSINESS/ESTABLISHMENT:**
 Establishment Name (subsequently referred to as "Establishment"):
Consolidated Disposal Service, L.L.C. dba Republic Services

ESTABLISHMENT INFORMATION

Owner Name _____

Manager Name Shannon Clark

Phone (704) 728 - 4720 Fax (_____) _____ - _____

Email sclark@republicservices.com

Mailing Address: 2531 E. 67th St.

City: Long Beach, CA Zip Code: 90805

(check box if physical address is the same as mailing address)

Physical Address: _____

City: _____ Zip Code: _____

Thos Bros _____ X St _____

GPS _____

BACKGROUND:

The pests known as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* present a real and ongoing threat to the agricultural industry, environment and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of these pests from established areas to new locations. The Program is a cooperative effort between public entities that are responsible for mitigating the movement of these pests from regulated areas where the pest is established to new locations.

AGREEMENT:

A. The Program, will permit your establishment to self-execute the quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

CHECK ALL EXHIBITS THAT APPLY:

- Exhibit GW2 **BIOMASS/COGENERATION (Processed and Unprocessed)**
- Exhibit GW4 **COMPOSTING (Processed and Unprocessed)**
- Exhibit GW6 **LANDFILL (Processed and Unprocessed)**
- Exhibit GW10 **HAULER/TRANSPORTER Moving Green Waste Resulting from the Processing of Regulated Articles (e.g. bulk grapes for crush) that Originated in a Quarantine Area**
- Exhibit GW12 **TRANSFER STATION**

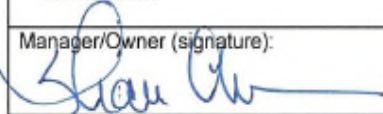
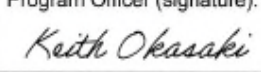
B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the quarantine requirements for each pest checked on page 1;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of <u>Los Angeles</u> in the State of California on <u>6 / 24 / 20</u>	
Establishment by: (print name) Shannon Clark	Program by: (print name) Keith Okasaki
Manager/Owner (signature): 	Program Officer (signature): 



COMPLIANCE AGREEMENT for the use with Master Permit QC 1289/1290/1291/1292/1337

**EXHIBIT: GW10
GREEN WASTE – TRANSPORTER/HAULER**

Provisions for the Intrastate Movement of
PROCESSED AND UNPROCESSED GREEN WASTE
Originating within the State Interior Quarantine Area for (check all that apply)

- Asian Citrus Psyllid (CCR 3435)*
- Huanglongbing (CCR 3439)
- European Grapevine Moth (CCR 3437)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/*Phytophthora ramorum* (CCR 3700)

*Compliance Agreement not required when green waste remains within the quarantine area.

A. Green Waste Definitions and Regulatory Movement Requirements

'Green Waste' is unprocessed or processed vegetative material which contains any of the following or a mixture thereof: stems, leaves, culls, discarded fruits and vegetables, grass clippings, weeds, yard trimmings, wood/vine/processing/harvesting waste, hulls, bark, branches, logs and stumps, home garden/field/vineyard/grove/orchard residues, duff, mulch, compost, and other miscellaneous plant materials.

1. 'Unprocessed Green Waste' is 'Green Waste' in the raw state. It has not undergone any mechanical procedure to lessen the pest risk and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Unprocessed Green Waste', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Unprocessed Green Waste' is regulated, and it must remain within the quarantine area.
2. 'Processed Green Waste' is 'Green Waste' that has undergone some mechanical procedure to lessen or eliminate the pest risk. Depending upon the degree of processing, it may or may not be a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste', from a Quarantine Area, that is not completely processed into 'Compost' must have a Program issued compliance agreement. The movement of 'Processed Green Waste' is dependent upon the degree of processing (mulch or compost). Refer to items a and b.
 - a) 'Mulch' is 'Processed Green Waste' that has been chipped, ground or shredded. 'Mulch' is not completely processed and still poses a pest risk, and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Mulch', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Mulch' is regulated, and it must remain within the quarantine area.
 - b) 'Compost' is 'Processed Green Waste' composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk, and is therefore not a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Compost', from a Quarantine Area, are not required to have a Program issued compliance agreement. The movement of 'Compost' is unregulated, and it may move within or outside of any quarantine area.

Initial
Rev. 4/6/15

Date
Page 1 of 3

***In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

B. For each of the quarantines checked above, the Establishment agrees to:

1. Vehicle and/or Trailer Requirements

Only transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a).

- 23114. (a) A vehicle may not be driven or moved on any highway unless the vehicle is so constructed, covered, or loaded as to prevent any of its contents or load other than clear water or feathers from live birds from dropping, sifting, leaking, blowing, spilling, or otherwise escaping from the vehicle.
- 23115. (a) No vehicle transporting garbage, swill, used cans or bottles, wastepapers, waste cardboard, ashes, refuse, trash, or rubbish, or any noisome, nauseous, or offensive matter, or anything being transported for disposal or recycling shall be driven or moved upon any highway unless the load is totally covered in a manner that will prevent the load or any part of the load from spilling or falling from the vehicle.

2. Safeguarded Conveyance

- a) Transport green waste in a fully enclosed vehicle or trailer, **or**
- b) Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

3. Approved Receiver

Only move green waste to an approved green waste receiver under compliance agreement for the applicable pest checked above or as specified in special instructions.

4. Movement of Green Waste**

Unprocessed green waste and green waste processed incompletely (mulch) must be moved to a receiver within the Quarantine Area, operating under a Program issued Compliance Agreement for each applicable pest checked above.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California except vineyards located outside an EGVM quarantine area.

***In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

5. Shipping Documents and Quarantine Certification

- a) Ensure applicable quarantine certification accompanies each shipment **and**;
- b) Provide a copy of the bill of lading (or other shipping document) and quarantine certification to receiver.

- 6. Trailer Cleaning**
Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.
- 7. Direct Route**
Transport green waste from the origin facility to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.
- 8. Spill Notification**
Notify the local county agricultural commissioner of a green waste spill as soon as possible, but no later than 24 hours after a spill.

SPECIAL INSTRUCTIONS:

Shannon Clark



6/24/20

Printed name (Owner/Manager)

Signature of Establishment

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement

Exhibit 17-Contractor Documentation

Item A.2 – INVENTORY OF SERVICE ASSETS

This item consists of 1 pages (including this page).

No Longer Used.

Exhibit 17-Contractor Documentation

Item A.3 – CONTAINER SPECIFICATIONS

This item consists of 15 pages (including this page).

Item A.3 – CONTAINER SPECIFICATIONS

Cart Listing:

On Hand (already distributed in field):

- 4,010 Blue 96 gallon CARTS (as of 08/01/20)
- 4,010 Green 96 gallon CARTS (as of 08/01/20)
- 4,010 Brown 96 gallon CARTS (as of 08/01/20)

On Hand (currently in reserves at yard):

21	35GL-SEMI	BLACK	TRASH
504	65GL-SEMI	BLACK	TRASH
504	96GL-SEMI	BLACK	TRASH
142	35GL-SEMI	BLUE	REC.
502	64GL-SEMI	BLUE	REC.
881	95GL-SEMI	BLUE	REC.
240	35GL-SEMI	PEA GRN.	GRN WST.
58	64GL-SEMI	PEA GRN.	GRN WST.
491	95GL-SEMI	PEA GRN.	GRN WST.

On Order:

100	35GL-SEMI	BLACK	TRASH
0	65GL-SEMI	BLACK	TRASH
654	96GL-SEMI	BLACK	TRASH
0	35GL-SEMI	BLUE	REC.
0	64GL-SEMI	BLUE	REC.
0	95GL-SEMI	BLUE	REC.
0	35GL-SEMI	PEA GRN.	GRN WST.
360	64GL-SEMI	PEA GRN.	GRN WST.
252	95GL-SEMI	PEA GRN.	GRN WST.

In Reserves:

Consolidated Disposal Service, LLC. has ordered 1,366 carts plus the above on hand inventory for this Garbage Disposal District area. We have already begun taking delivery of CARTS from Otto Environmental Systems North America, Inc. as of 4/26/20 to satisfy the order. We estimate that this contract will require approximately 12,100 CARTS, leaving approximately 5,321 for reserves and backup.

CART Purchase Order:

Issued on Thu, 14 May 2020
 Created on Thu, 14 May 2020 by DAVID CASTRO

Supplier:
 OTTO ENVIRONMENTAL SYSTEMS
 NORTH AMERICA INC. 12793 GENERAL DR
 CHARLOTTE, NC 28273-5415
 United States
 Phone: 17046233233
 Fax: 17048892280

Ship To:
 Republic Services Procurement, Inc.
 2465 G 5th St
 Long Beach, CA 90805-1729
 United States
 Phone: 15621 855-3400

Deliver To:
 Container Dept.

Bill To:
 Republic Services Procurement, Inc.
 Republic Services - Field Invoice, Source HDV PO Box 2085021
 Des Moines, IA 50335-9320
 United States

Legal Entity:
 Description: CONSOLIDATED DISPOSAL SERVICE, L.L.C.
 Company:
 ID: 3540
 Description: Long Beach
 Account/Sub-Account:
 Description: Asset Management Clearing
 Activity:
 ID: 3840351-200002

F.O.B. : F.O.B. Destination, freight prepaid
 Shipping Method: Supplier Choice
 Order No. : P00000000

Item	Description	Part Number	Unit	Qty	Required By	Unit Price	Extended Amount
1	95 Gal Edge Trash Cart RSLONGBCA (SK) 95 Gal Edge Trash Cart RSLONGBCA (SK)	9995890-FI000300PH-RSLONGBCA701	each	654	Thu, 14 May 2020	\$41.35 USD	\$27,042.90 USD
2	95 Gal Edge GW Cart RSLONGBCA (SK) 95 Gal Edge GW Cart RSLONGBCA (SK)	9995895-FI000300PH-RSLONGBCA801	each	380	Thu, 14 May 2020	\$37.84 USD	\$13,980.40 USD
3	95 Gal Edge Green Cart RSLONGBCA (SK) 95 Gal Edge Green Cart RSLONGBCA (SK)	9995895-FI000300PH-RSLONGBCA801	each	282	Thu, 14 May 2020	\$41.35 USD	\$11,660.20 USD
4	95 Gal Edge Trash Cart RSLONGBCA (SK) 95 Gal Edge Trash Cart RSLONGBCA (SK)	9995424-FI000300PH-RSLONGBCA701	each	100	Thu, 14 May 2020	\$41.35 USD	\$4,135.00 USD
Total							\$55,148.50 USD

Status: Receiving

Approvals						
Required	Status	Reason	Approver	Approved By	Date	
Required	Approved	Fiscal supervisor needs to approve	CESAR ZARATE	CESAR ZARATE	Thu, 14 May 2020	

DELIVERY CONFIRMATION:

RE: Gardena Order



Korman Pak <korman.pak@otto-usa.com>

To: Castro, David

 You forwarded this message on 5/27/2020 12:40 PM.

Note that (korman.pak@otto-usa.com) is an external email. Report suspicious emails by clicking on "Report Phishing"

Hi David,

Below are the schedules for Long Beach.

I will get you Gardena's once the schedule is updated.

The black 95G are going on the press tomorrow.

95G Green on the press 6/15.

95G Tan on the press 6/16.

65G Green on the press 6/6.



Korman Pak

Area Sales Manager - Southern CA, Oregon, Washington, Idaho & Hawaii

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.

m 704-615-8345

e korman.pak@otto-usa.com | w otto-usa.com

Cart Specifications:

Edge



Cart Specifications

MODEL	HEIGHT	WIDTH	DEPTH	LOAD RATING*
MSD-95 E	45 3/8"	27 1/2"	33 1/4"	338 LBS.
MSD-65 E	42 3/8"	25 1/8"	29 1/2"	230 LBS.
MSD-45 E	39 1/5"	22 3/5"	27 2/5"	160 LBS.
MSD-35 E	38"	19 4/5"	24 4/5"	122.5 LBS.
MSD-25 E	28 4/5"	19 4/5"	24 4/5"	88 LBS.

Cart specifications vary slightly based on product mold. *A.N.S.I. maximum load rating is 3.5 lbs. per gallon.

Shipping Information

MODEL	ASSEMBLY WEIGHT	STACKING	LTL STACKING	T/L QTY (53' TRUCK)
MSD-95 E	40 LBS.	8 HIGH	7 HIGH	456
MSD-65 E	35 LBS.	9 HIGH	8 HIGH	720
MSD-45 E (N)	23 LBS.	8 HIGH	8 HIGH	672
MSD-45 E (U)	23 LBS.	10 HIGH	10 HIGH	760
MSD-35 E	19.25 LBS.	10 HIGH	9 HIGH	940
MSD-25 E (N)	17 LBS.	9 HIGH	9 HIGH	954
MSD-25 E (U)	17 LBS.	12 HIGH	12 HIGH	1,272

Shipping information varies slightly based on product mold and mold location. (N) represents fully-assembled, nested containers. (U) represents unassembled, stacked containers.

OTTO/0331/2017

Otto Environmental Systems North America, Inc.

12700 General Drive, Charlotte, North Carolina 28273
 800-795-OTTO (6886) • info@otto-usa.com • otto-usa.com

© Otto Environmental Systems North America, Inc.



Sample Cart Labels:

Trash



TRASH ONLY

Acceptable

Palm fronds
Household waste

Unacceptable

Green waste
Recyclables
Concrete construction debris
*Hazardous & electronic waste

**Antifreeze, household cleaners, motor oil, paint thinner, latex/oil-based paint, TVs, monitors, etc*

Please call 888.CLEANLA for proper disposal information. To request additional/replacement carts, please contact 800.299.4898.

RepublicServices.com
800.299.4898 | GDD@republicservices.com

© 2020 Republic Services, Inc.



Recycling



RECYCLABLES ONLY

Acceptable

- Paper
- Aluminum
- Metal
- Cardboard
- Plastic bottles
- Glass

Unacceptable

- Garbage
- Fluids/Batteries
- Diapers
- Green waste
- Polystyrene foam
- *Hazardous & electronic waste

**Antifreeze, household cleaners, motor oil, paint thinner, latex/oil-based paint, TVs, monitors, etc*

Please call 888.CLEANLA for proper disposal information. To request additional/replacement carts, please contact 800.299.4898.

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Container Placement: Green Waste



Leaves
Grass clippings
Branches
Brush
Stumps
Tree trimmings

Construction debris
Garbage
Palm tree trimmings/fronds
Cactus/rocks/animal waste
Household appliances
*Hazardous & electronic waste

Paint, latex, oil-based paint, TVs, monitors, etc.

Please call 888.CLEANLA for proper disposal information. To request additional/replacement

- **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 = 338 lbs.
 - 64 gal = 230 lbs.
 - 32 gal = 122.5 lbs.

RepublicServices.com
800.877.8777



Note: based on cart specs

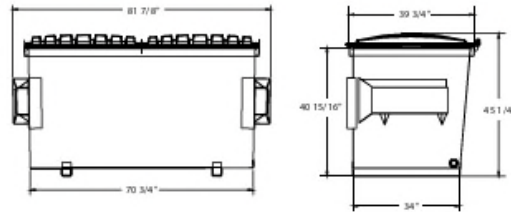
DUMPSTER PO and DELIVERY CONFIRMATION LETTER:

Nonapplicable.

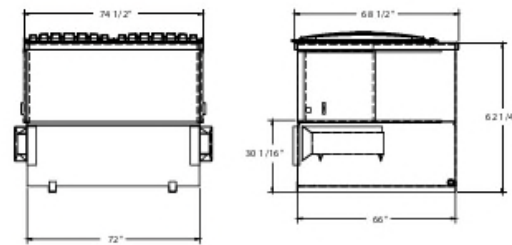
DUMPSTER SPECIFICATIONS:

FRONT END LOAD CONTAINERS FLAT TOP

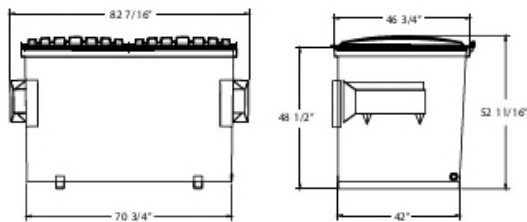
2 YARD FLAT NESTABLE



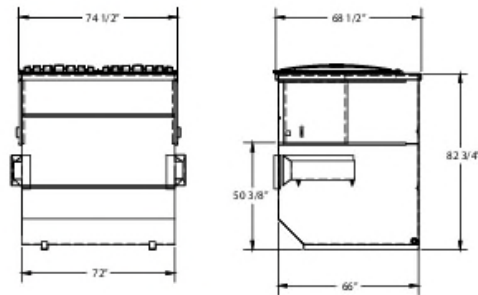
6 YARD FLAT



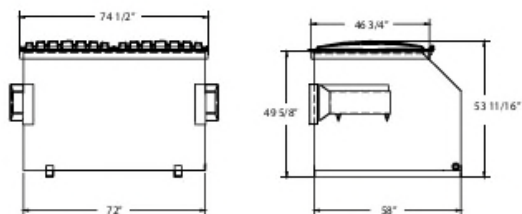
3 YARD FLAT NESTABLE



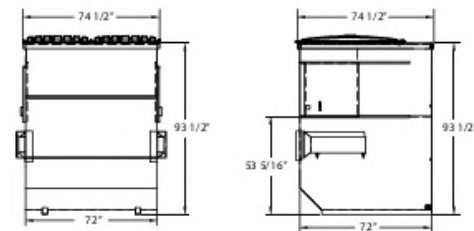
8 YARD FLAT



4 YARD FLAT



10 YARD FLAT

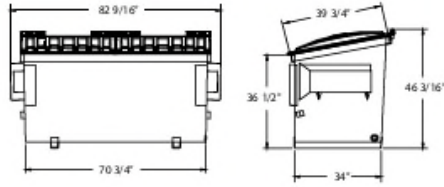


	2 YARD*	3 YARD*	4 YARD	6 YARD	8 YARD	10 YARD
48 ft. trailer flat / dmp	42 / 52	28 / 36	18 / 18	8 / 14	8 / 8	7 / 7
53 ft. trailer flat / dmp	45 / 57	32 / 42	20 / 20	9 / 16	9 / 9	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	505 lbs.	602 lbs.	732 lbs.	971 lbs.	1,110 lbs.	1,543 lbs.

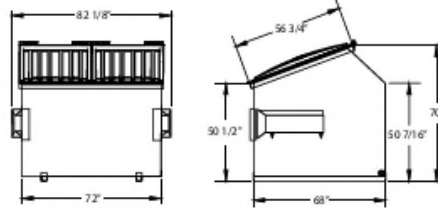
* Nestable

FRONT END LOAD CONTAINERS SLANT TOP

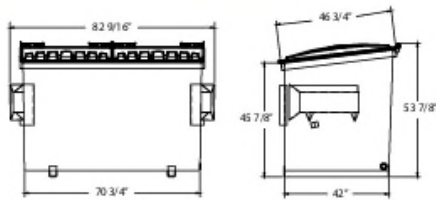
2 YARD SLANT NESTABLE



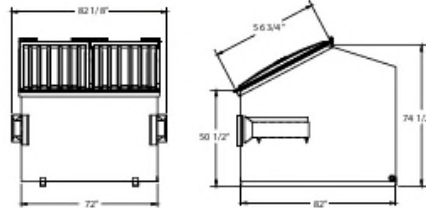
6 YARD SLANT



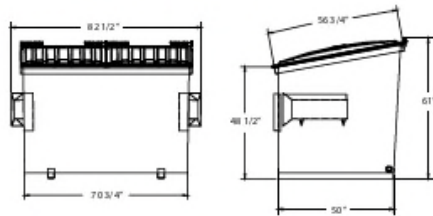
3 YARD SLANT NESTABLE



8 YARD SLANT



4 YARD SLANT NESTABLE



	2 YARD*	3 YARD*	4 YARD*	6 YARD	8 YARD
48 ft. trailer flat / drop	42 / 52	24 / 33	20 / 28	8 / 14	7 / 7
53 ft. trailer flat / drop	48 / 60	26 / 36	22 / 31	9 / 16	8 / 8
Plasticlid standard	37" x 41" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	504 lbs.	608 lbs.	709 lbs.	900 lbs.	1,103 lbs.

* Nestable

Standard Color Choices



Colors shown are as accurate as printing allows. The actual color is subject to variation from the printed color sample. Color choices vary by plant location. Please contact your local sales representative for available colors. Custom colors are available upon request and are subject to an additional charge.

Sample Dumpster Labels:

Trash



Unacceptable Items:

- Food waste • Yard waste • Hazardous waste
- Appliances and electronics • Sharps
- Construction materials

RepublicServices.com | 800.299.4898 | GDD@republicservices.com



©2020 Republic Services, Inc.

Recycling



Unacceptable Items:

- Food waste • Yard waste • Hazardous waste
- Appliances and electronics • Sharps
- Construction materials

RepublicServices.com | 800.299.4898 | GDD@republicservices.com



©2020 Republic Services, Inc.

WARNING

No Scavenging

Do Not Remove Materials
Punishable by fine up to \$5,000

Los Angeles County Code 20.72.196
Los Angeles Public Resource Code 41953
©2020 Republic Services, Inc.



Exhibit 17-Contractor Documentation

Item A.4 – VEHICLE SPECIFICATIONS

This item consists of 8 pages (including this page).

Vehicle Inventory:

The vehicles listed below are assigned to perform Task 1 and Task 2 services in the Walnut Park Garbage Disposal District service area.

Collection Vehicles List for Walnut Park Garbage Disposal District

Vehicle number	Fuel	Model	Description	Year	Make	Material
2962	LNG	ASL	Auto Side Loader	2010	Autocar	Trash
2997	CNG	ASL	Auto Side Loader	2016	Autocar	Rec/GW
2943	LNG	ASL	Auto Side Loader	2010	Autocar	Rec/GW
2942	LNG	ASI	Auto Side Loader	2010	Autocar	Trash
8367	LNG	FL	Front Loader	2009	Autocar	Trash
8376	LNG	FL	Front Loader	2009	Autocar	Bulky
652	Gasoline	FB	Flatbed	2010	Ford	Ewaste/City cans

Vehicle Procurement:

Consolidated Disposal Service, LLC. d/b/a Republic Services will not be purchasing any vehicles for performing the scope of services at the commencement of this contract.

Vehicle Billboard:

Los Angeles County Firestone Garbage Disposal District

Together we make a difference.

Reduce Reuse Recycle Rethink

 **CONSOLIDATED DISPOSAL SERVICE** 800.299.4898

VEHICLE MONITORING TECHNOLOGY SPECIFICATIONS

FleetMind®, founded in 1996, brings together leading-edge computer systems expertise for real-world environments with breakthrough research and development in telematics for heavy duty fleets. The Company designs, manufactures, and markets wireless enabled on-board computers, driver terminals and business automation software that extend the reach of our customer's enterprise back-office systems all the way to the truck and driver.

As part of Republic's commitment to the County, FleetMind® will be installed in all route trucks. FleetMind® technology exceeds any technical requirements listed in the County's *IFB*. FleetMind® consists of an innovative GPS/AVL software package and acts as an extension of InfoPro. Through this hardware and software package, drivers are provided with electronic route books, and GPS data is collected for each truck. Drivers record all service and collection activities via electronic timestamps, and the driver can directly communicate electronically with InfoPro to establish route notes and service issues for immediate follow-up by dispatchers, customer service representatives, and operations supervisors.

FleetMind® has brought together leading-edge computer systems with expertise in harsh, real-world environments with breakthrough research and developments in telematics for solid waste, recycling, and organics collection vehicles, FleetMind® designs, manufactures, and markets wireless enabled on-board computers (OBC) and driver terminals that link drivers and vehicles to our InfoPro back office systems in real-time, delivering proven business results and outstanding customer service and efficiency.





The system's OBC is designed to support multi-mode wireless communications based on Bluetooth, GPS, and satellite platforms and is able to record real-time truck and driver data. FleetMind® integrates with Republic's Cameras In Action solutions.

Each morning when the driver arrives at the yard and finishes the pre-trip inspection on the vehicle, his or her e-route is downloaded electronically to the on-board computer in the truck. The route includes any customer notes, special activities or requests as well as container information. The route is already sequenced in the order the driver will complete it. Throughout the day as the driver completes each service, the GPS/AVL

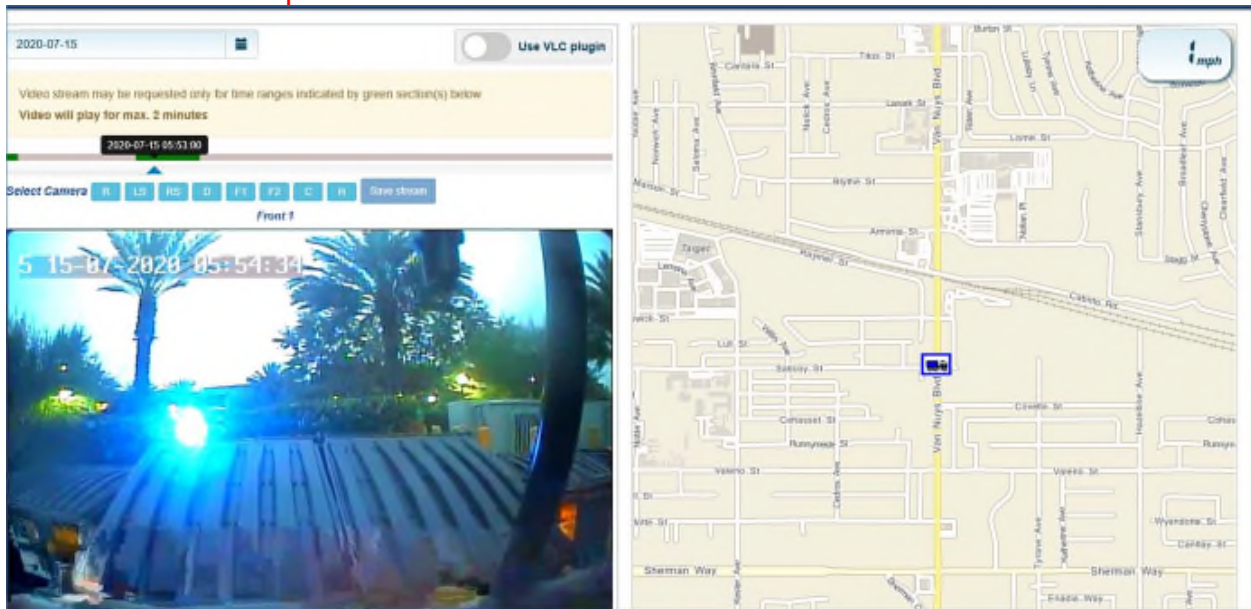
continues to track the location of the truck, and when a lift is performed, it matches the location of the truck versus the location of the customer's container recorded both in InfoPro and in the driver's electronic version of the route sheet.

The driver has the opportunity to override this information to ensure accuracy, and FleetMind® provides exception reports when the GPS information for the locations does not match. This ensures our verification of service is accurate. InfoPro then records and timestamps the service activity to the customer record. The driver can override or correct the information being recorded by the truck's sensors at any time. Using FleetMind®, the driver can input notes and other information directly into InfoPro. When a driver encounters a blocked container or a "not out" they simply enter the note and can also request that Dispatch contact the customer to have the obstruction moved, scheduling a retry later that day, or rescheduling the collection to another route.

The combination of Fleetmind® with Republic's InfoPro generates a seamless, electronic process to ensure that all routes are completed, even in the event of vehicle breakdowns or other challenges. Because route activity data is tracked at a granular level, it can be used to ensure accurate customer billing and provide information to quickly resolve issues when they arise. Additionally, FleetMind® on-board computers are configured to integrate with RFID antennas and weigh-in-motion scales.

The integration of FleetMind® and InfoPro frees Republic Supervisors to manage out on the road where they can have a positive impact on service delivery, safety and employee relations. With the benefits of remote access and FleetMind®, Republic Operations Supervisors can watch for service requests in InfoPro, monitor drivers as they complete their routes, and stay connected on email while away from the office. The combination of FleetMind® and Route Editor Plus is field proven to reduce route mileage, reduce costs, confirm service performance and enhance the customer experience.

Video Screen example:



Exception Screen example:



Video format and size:

Format	Video Resolution
SQCIF	128 × 96
QCIF	176 × 144
SCIF	256 × 192
SIF(525)	352 × 240
CIF/SIF(625)	352 × 288
4SIF(525)	704 × 480
4CIF/4SIF(625)	704 × 576
16CIF	1408 × 1152
DCIF	528 × 384

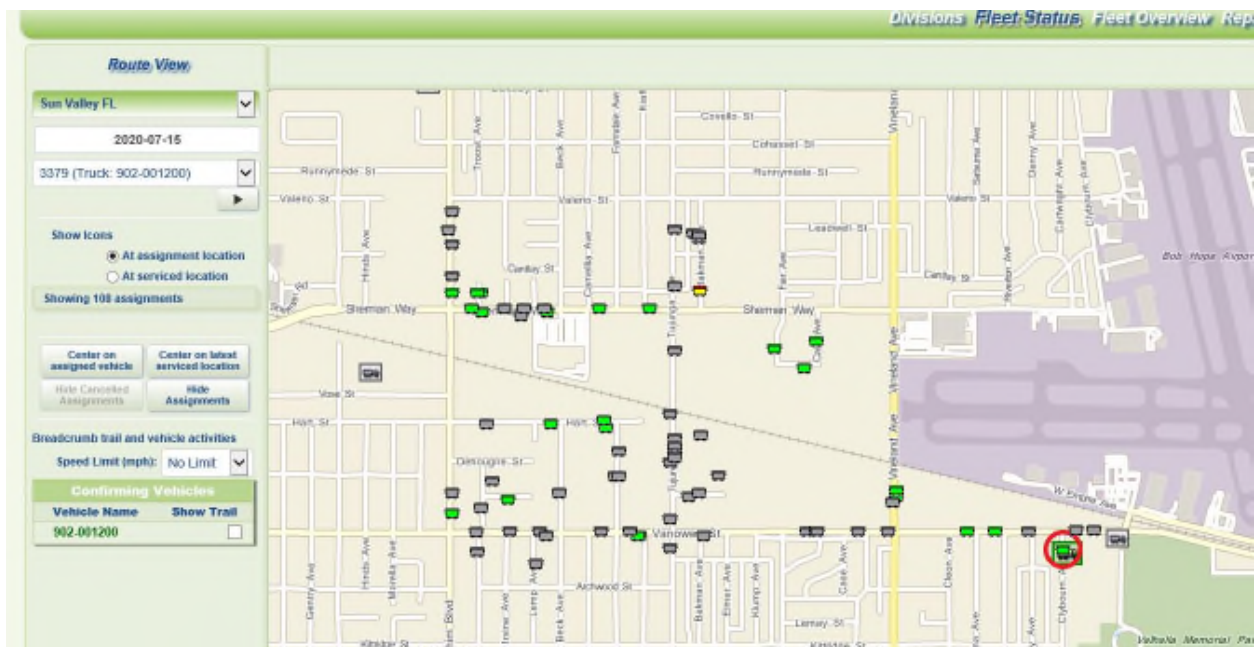
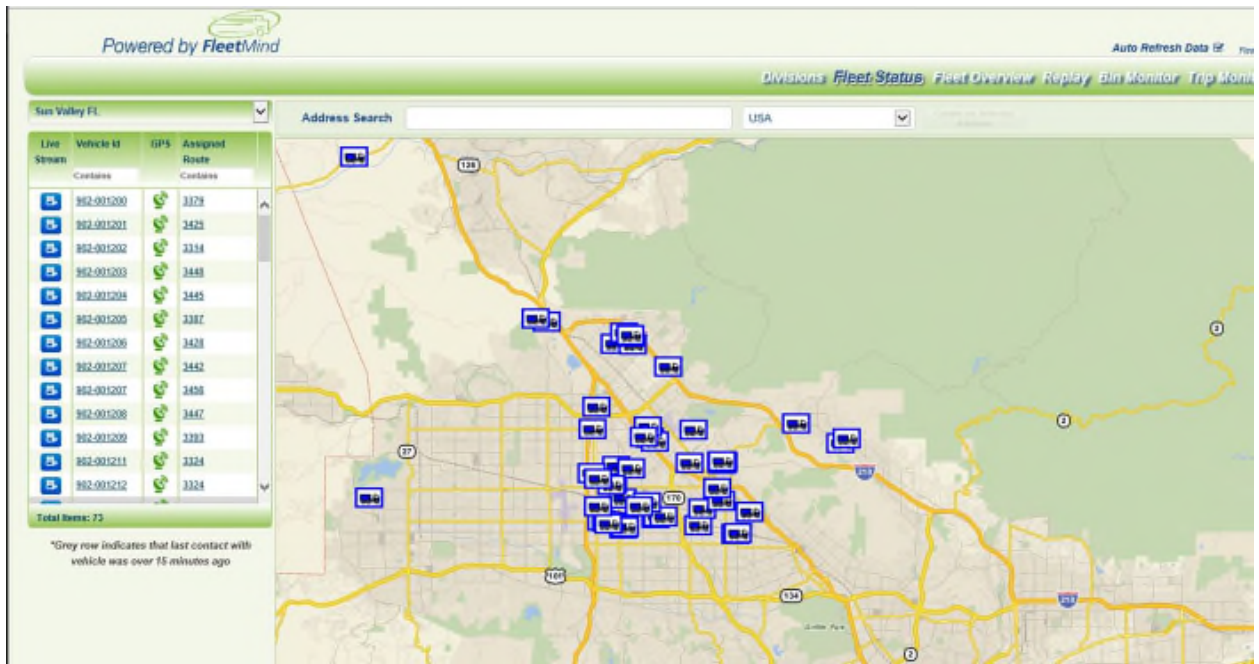


Exhibit 17-Contractor Documentation

Item A.5 – SUBCONTRACTOR

This item consists of 2 pages (including this page).

Item A.5 – SUBCONTRACTORS

Consolidated Disposal Service LLC dba Republic Services will not be utilizing any subcontractors for performing the scope of services and the execution and of this contractual agreement.

Exhibit 17-Contractor Documentation

Item A.6 – OFFICE

This item consists of 2 pages (including this page).

Item A.6 – OFFICE

1. Consolidated Disposal Service, LLC d/b/a **Republic Services**
2531 E. 67th Street
Long Beach, CA 90805
Phone (800) 299-4898

Hours: Monday – Saturday, 5am - 7pm

2. Repair Shop
2531 E. 67th Street
Long Beach, CA 90805
3. Vehicle Yard
2531 E. 67th Street
Long Beach, CA 90805

Exhibit 17-Contractor Documentation

Item B.1 – FORM OF NON-COLLECTION NOTICE

This item consists of 2 pages (including this page).



CONSOLIDATED DISPOSAL SERVICE
A REPUBLIC SERVICES COMPANY

RESIDENCIAL

Nos disculpamos por no haber recogido su contenedor ahora y solicitamos su cooperación para asegurarnos que la próxima semana, si sea recogido. A continuación hemos marcado los puntos al que usted debe prestar atención. Si usted tiene preguntas, por favor llamar al departamento de **SERVICIO AL CLIENTE (800) 299-4898**.

1. Por favor ponga el contenedor en la calle junto a la banqueta.
2. Por favor ponga el contenedor con las flechas apuntando hacia la calle.
3. Por favor ponga los contenedores por lo menos tres pies separado de su coche, y no los ponga atrás de ningún coche que este estacionado.
4. **COMO PONER SUS CONTENEDORES AFUERA:** por favor coloque sus contenedores por lo menos un pie de distancia de cada uno, y tienen que estar uno al lado del otro, NO uno detrás del otro.
5. Por favor coloque todos los artículos que van a ser recogidos, dentro del contenedor.
6. Por favor no ponga ningún artículo sobre las tapaderas del contenedor.
7. **CONTAMINACION:** por favor solo ponga artículos que sean reciclables en el contenedor AZUL.
8. **CONTAMINACION:** por favor ponga solamente desechos verdes en el contenedor VERDE, no poner basura.
9. **CONTAMINACION:** por favor no eche desechos **TOXICOS** o peligrosos en ninguno de los contenedores, llame a la oficina para que sean recogidos gratis.
10. **CONTENEDORES SOBRELLENADOS:** por favor no sobre llene los contenedores, ni les eche material de construcción, a ninguno de los contenedores.
11. Ninguno de los contenedores estaba afuera a las _____.
12. **CONTAMINACION:** el contenedor de colección de reciclaje está con _____ caminado, no fue levantado.
13. **ARTICULOS GRANDES:** sus artículos grandes fueron recogidos ahora, en el futuro cuando quiera que le recojamos **ARTICULOS GRANDES**, por favor llamar a la oficina (800) 299-4898 para poner una orden de **ARTICULOS GRANDES**.

Address: _____

Route #: _____

Date of Missed Service: _____

1 2 3 4 5 6 7 8 9 10 11 12 13
Please circle the number that applies.



CONSOLIDATED DISPOSAL SERVICE
A REPUBLIC SERVICES COMPANY

RESIDENCIAL

We apologize but were unable to service your container and we request your cooperation with the item(s) marked to ensure next weeks collection. If you have any questions please contact **CUSTOMER SERVICE at (800) 299-4898**.

1. Container Placement: Please place in the street next to the curb.
2. Container Placement: Place container with arrows facing the street.
3. Container Placement: Place containers 3 feet away from and not behind any parked vehicles.
4. Container placement: Please place container's at least one foot apart and set them side by side, not in back of each other.
5. Please place all items to be collected inside the container.
6. Please do not place refuse or any other object on top of the lid.
7. Contamination: Please place only recyclable items in the container.
8. Contamination: Please place only green waste in the green container, no trash.
9. Contamination: Please remove hazardous or toxic waste from container.
10. Overload: Please do not overload the container. No construction materials and level full only.
11. Set Out Time: Trash not out at _____.
12. Contamination: Recycling container contaminated.
13. **Bulky Item Notice:** Bulk item(s) were picked up today. In the future when you wish to discard **BULKY ITEMS**, please call customer service at **(800) 299-4898** to schedule a pickup.

Address: _____

Route #: _____

Date of Missed Service: _____

1 2 3 4 5 6 7 8 9 10 11 12 13
Please circle the number that applies.

Exhibit 17-Contractor Documentation

Item B.2 – WAIVER OF LIABILITY

This item consists of 2 pages (including this page).

B.2 – WAIVER OF LIABILITY

Waiver of Liability

GENERAL RELEASE AND WAIVER OF LIABILITY FOR DAMAGE TO PRIVATE DRIVEWAYS AND PAVEMENT

- 1. **PERMISSION TO ENTER.** Customer allows Consolidated Disposal Service, LLC d/b/a **Republic Services**, 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: Republic Services

 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 3 pages (including this page).



2531 E. 67th St., Long Beach CA 90805
 (800) 299-4898 republicservices.com

Rate Sheet

August 1, 2020

To Our Valued Walnut Park Garbage Disposal District Customer:

On June 30, 2020, a recommendation to award the Walnut Park Garbage Disposal District (District) contract to provide trash, recycling, organic waste collection services to Republic Services was approved by the County of Los Angeles Board of Supervisors.

All property owners in the District are enrolled to receive trash, recycling, and green waste services from Republic Services, which are assessed on the annual property tax bill. Please note that the District does not provide service fee reimbursements to property owners who choose to receive services from a different waste hauler. For information regarding available services, please call Republic Services' Customer Service Representatives at (800) 299-4898, Monday through Friday, 7:30 a.m. to 5 p.m. and Saturday, 8 a.m. to 1 p.m.

The service level and the amount charged are based on the land use codes assigned to the property by the Los Angeles County Office of the Assessor. For example, a single family is assessed 1 refuse unit at the rate of \$17.92 per month (or \$215 per year). In addition to services assessed and paid for through the annual property tax bill, other services may be requested. Such services are listed below and are available for a fee, which will be billed by and paid directly to Republic Services. A Senior Discount of 25% off the additional services fees will be given to single family and duplex customers 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. Please call Republic Services Customer Service Representatives to request for these services.

Additional Services and Monthly Surcharges: These services are available upon request.

Recyclables Cart with Gravity Lock (1-time charge)	\$15.00 (\$11.25 with senior discount)
Additional Containers Beyond Basic Service, each:	
For Carts:	
Trash (beyond 1 cart)	\$13.17 (\$9.88 with senior discount)
Recycling (beyond 1 cart)	\$ 2.69 (\$2.02 with senior discount)
Green Waste (beyond 1 cart)	\$ 4.49 (\$3.37 with senior discount)
For Dumpsters:	
Trash	\$13.17 (for every ½ additional cubic yard)
Recycling	\$ 3.59 (for every ½ additional cubic yard)
Green Waste	\$ 5.99 (for every ½ additional cubic yard)
Container Size Exchange (beyond 1 per year):	\$11.98/exchange (\$8.99/exchange with senior discount)
Roll-out/backyard service, up to 50 feet (hauler brings carts to the curb and returns them after collection for an additional monthly fee of):	\$0 for Elderly or disabled customers, \$11.98 (\$8.99 with senior discount)



TERMS AND CONDITIONS

What We Will Collect. We will collect trash, recyclables, and green waste in containers we provide. You must place these materials in the appropriate containers. Materials placed outside of containers will not be picked up unless previous arrangements have been made.

We Will Not Collect Hazardous Waste. State law prohibits disposal of hazardous materials and electronic devices in your containers. These include: most paints, pesticides, petroleum derivatives such as motor oil and solvents. If these items are identified in your trash, your container will be tagged and not serviced. Most electronic devices may be separately collected as a bulky item. For additional safe and legal disposal options, call 1(888) CLEAN LA or visit www.CleanLA.com.

How to Request Container Replacement/Repair. We will replace or repair broken containers within 2 days of customer's request without additional charge. Stolen containers will also be replaced within 2 days of customer's request without additional charge provided the customer submits a police report. Otherwise, customer will be charged a fee for the exchange as listed on your rate sheet.

Alternative Container Size Exchange. We will exchange containers within 7 days of customer's request for alternative size container once per year at no additional charge. Requests for container exchanges beyond once per year will be charged a fee as listed on your rate sheet.

Pickups of Bulky Items and Electronic Waste. Each week we will collect items that are too large to fit in the containers, electronic waste, and bagged reusable clothing that are set out at the curb on your next regularly scheduled pickup day. Please call to let us know about the clothing.

Holiday 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.

How Much We Will Charge. We will charge all our customers the rates shown on the Rate Sheet for any additional requested services.

When You Must Pay. Customers who request additional services will be billed for these 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 by the end of the third month and your containers will be removed. A \$25.00 interruption of service fee will be charged to restart service and a \$25.00 fee will be charged for returned checks.

Customer Termination Rights and Right To Self-Haul. You may terminate additional services 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. Please note that the District does not provide service fee reimbursements to property owners who choose to receive services from a different waste hauler.

Additional Information for Customers Receiving Services in Wheeled Plastic Carts

When We Will Collect. We will service cart customers once per week, between the hours of 6:00 a.m. to 6:00 p.m. on the same day, Monday through Friday, each week. If your scheduled collection day falls on or after a holiday, collection will be delayed during the holiday week by one day (Friday customers will have their collection on Saturday). The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if you call before 12:00 p.m. or on the next collection day if you call after 12:00 p.m.

Where We Will Pick Up. On your scheduled collection day, cart customers must place 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 of 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.

How to Receive Roll-Out Service. We can bring your carts out to the pickup point, at no additional charge, for single family and duplex customers who certify they are disabled 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. Many properties along Pacific Coast Highway will be required to use the Mandatory Minimum Service to ensure carts are not a safety hazard in the street.

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.

To receive additional information regarding these terms and conditions or your service, please call us toll-free at (800) 299-4898, Monday through Friday, from 7:30 a.m. and 5 p.m., except holidays, and from 8 a.m. to 1 p.m. on Saturday. If we do not satisfactorily resolve any complaint, you may call the County at 1-888-CLEAN LA (or 263-2652).

Exhibit 17-Contractor Documentation

Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING

This item consists of 5 pages (including this page).

Item B.4 – UN-PERMITTED WASTE SCREENING AND REPORTING

A. PROTOCOL

CONSOLIDATED DISPOSAL SERVICE LLC d/b/a Republic Services shall develop and implement the Un-Permitted Waste Screening Protocol in compliance with Applicable Law and including at a minimum:

1. Ongoing Employee Training in Identification

As a part of CONSOLIDATED DISPOSAL SERVICE LLC ongoing training program, all drivers, helpers 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, CONSOLIDATED DISPOSAL SERVICE LLC 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 CONSOLIDATED DISPOSAL SERVICE LLC personnel, the area route supervisor shall immediately notify the County fire department and the appropriate local agency for immediate resolution.

4. Driver Notification

All CONSOLIDATED DISPOSAL SERVICE LLC drivers are trained and prepared to deal with any Un-Permitted waste issue. CONSOLIDATED DISPOSAL SERVICE LLC 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. CONSOLIDATED DISPOSAL SERVICE LLC 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 CONSOLIDATED DISPOSAL SERVICE LLC 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

CONSOLIDATED DISPOSAL SERVICE LLC shall maintain a complaint and incident log for the Walnut Park Garbage Disposal District service area. Customer Service shall monitor and record all Un-Permitted waste violations/incidents identified by CONSOLIDATED DISPOSAL SERVICE LLC personnel. All records shall be copied and supplied to the County of Los Angeles per the requirements of the contract. CONSOLIDATED DISPOSAL SERVICE LLC 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 (CONSOLIDATED DISPOSAL SERVICE LLC personnel, the area route supervisor will immediately notify the County fire department and the appropriate local agency for immediate resolution.

6. Appropriate Actions

CONSOLIDATED DISPOSAL SERVICE LLC 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

CONSOLIDATED DISPOSAL SERVICE LLC 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 and Spanish. The final content of this information has been approved by the County of Los Angeles and was paid for and distributed by CONSOLIDATED DISPOSAL SERVICE LLC or its contractor.

B. Prohibition on Collection

Unless licensed in accordance with Applicable Law, CONSOLIDATED DISPOSAL SERVICE LLC, 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 Walnut Park Garbage Disposal District contract. CONSOLIDATED DISPOSAL SERVICE LLC, will notify all persons required by Applicable Law of Unpermitted Wastes that it finds or observes in Solid Waste.

C. Reports to Director

CONSOLIDATED DISPOSAL SERVICE LLC, 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

CONSOLIDATED DISPOSAL SERVICE LLC, shall affix labels to each automated cart used in the Walnut Park Garbage Disposal District service area, with language and illustrations prohibiting customers from discarding Un-Permitted Waste in English and Spanish.

E. Safe Disposal Customer Education Program

As part of the CONSOLIDATED DISPOSAL SERVICE LLC Un-Permitted Waste Screening Protocol, CONSOLIDATED DISPOSAL SERVICE LLC 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. CONSOLIDATED DISPOSAL SERVICE LLC shall distribute this

education program in conjunction with its customer outreach for the Waste Diversion Program. CONSOLIDATED DISPOSAL SERVICE LLC 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 contract.

CONSOLIDATED DISPOSAL SERVICE LLC shall notify the subscribers regarding the safe handling of Un-Permitted Waste through our community outreach efforts. Unsafe disposal of Un-Permitted Waste will be strongly discouraged. Any items deemed to be hazardous waste, U-Waste, or E-Waste will not be collected in the regular cart collection program. Should such material be presented at the curb, a Non-Collection Notice will be affixed to the cart.

Exhibit 17-Contractor Documentation

Item B.5 – ACKNOWLEDGMENT

This item consists of 2 pages (including this page).

Item B.5 – ACKNOWLEDGMENT

Consolidated Disposal Service, LLC d/b/a Republic Services, 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.

Consolidated Disposal Service, LLC d/b/a Republic Services 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.

Consolidated Disposal Service, LLC d/b/a Republic Services 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

Consolidated Disposal Service, LLC d/b/a Republic Services acknowledges receipt of fact sheet relating to the Non-Employee Injury Report form that is available on the County’s website at: http://ceo.lacounty.gov/RMB/pdf/Forms/cms1_044804.pdf

A handwritten signature in black ink, appearing to read "Dawn B", written over a horizontal line.

Signature

Exhibit 17-Contractor Documentation

Item B.6 – INSURANCE AND PERFORMANCE ASSURANCE

This item consists of 61 pages (including this page).

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 6

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 1745770**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2145182

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

Re: Athens/Woodcrest/Olivita, Firestone, and Walnut Park Garbage Disposal Districts. # BRC0000125

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 2
COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04

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 Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any 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.

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.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 6
COMMERCIAL GENERAL LIABILITY
 CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

POLICY NUMBER: HDO G71450892

Endorsement Number: 310⁷

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX AZ 85054	Endorsement Number
	Policy Number Symbol: WLR Number: C67458382
Policy Period 06-30-2020 TO 06-30-2021	Effective Date of Endorsement 06-30-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule


1. () Specific Waiver
Name of person or organization:

- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



Authorized Representative

WC 90 03 75 (05/18)

Granata, Annette

From: Smerz, Barbara <Barbara.Smerz@tmsiservices.com>
Sent: Wednesday, June 17, 2020 5:56 AM
To: Morales, Ed; Granata, Annette
Cc: Nulton, Ryan; Kramer, Kalen
Subject: Confirmation of Coverage_ID#_13481674_Republic Services, Inc._PPK2145182
Attachments: Tokio CPL_Professional Primary \$10M RSG CEPC Proposal 5.21.20 v2.pdf
Importance: High

Confirmation of Coverage



Dear Ed,
Thank you for your business! Outlined below is your Confirmation of Coverage for:
Republic Services, Inc.

Policy Number:	PPK2145182
Issuing Company:	Tokio Marine Specialty Insurance Company
Policy Holder:	Republic Services, Inc. 18500 NORTH ALLIED WAY Phoenix, AZ 85054
Product:	EF - Contractors Environmental & Professional Coverage
Effective Date:	06/30/2020
Expiration Date:	06/30/2021
Billing Type:	Agency Bill
Premium:	
Taxes/Fees/Surcharges	Not included above, but do apply
Insurer Processing Fee	
Account Number:	81793440
Payment Plan:	FIXED ANNUAL
Commission Rate:	

Your contacts for this policy are as follows:

Account Executive:	Barbara Smerz 630-300-2515 Barbara.Smerz@phly.com
Marketing Representative:	Scott Haan 480-281-5634 Scott.Haan@phly.com
Underwriter:	Kalen Kramer 925-446-3532 Kalen.Kramer@phly.com
Lock Box:	Philadelphia Insurance Companies PO Box 70251

Philadelphia, PA 19176-0251



For your convenience please note the important links and contact information below.

[Risk Management Services Website](#)

[Claims Center Website](#) or 1 (800) 765-9749

Billing/Customer Service 1 (877) GET PHL Y or 1 (877) 438-7459

This is not an invoice

If you wish to pay your premium prior to the new or renewal effective date, please call the contact center at 877-438-7459 and press option 6 to speak to a live representative. The contact center hours of operation are Monday – Friday 8:30am ET to 8:00pm ET. Please note system generated invoices are not created until the policy effective date and the policy has been issued.



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

COVERAGE PROPOSAL

May 21, 2020

Quote Number / Path ID: 13481674
Named Insured and Mailing Address: Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054-6164

Producer Name and Mailing Address: WILLIS OF ARIZONA, INC.
16220 N Scottsdale Rd, Ste 600
Scottsdale, AZ 85254

Producer Contact Information: Ed Morales
Ed.Morales@WillisTowersWatson.com
(415) 955-0129

Insurer: Tokio Marine Specialty Insurance Company

Financial Strength and Stability : A.M. Best Company: A+ +: Standard & Poor's: A+

The insurer listed in this proposal is Tokio Marine Specialty Insurance Company, this proposal is for coverage on an Excess & Surplus Lines basis. It is the responsibility of the broker to complete state-required documentation and to collect and submit all applicable surplus lines taxes and stamping fees.

PREMIUM QUOTED DOES NOT INCLUDE SURPLUS LINES TAXES AND FEES.

Policy Period From: June 30, 2020 To: June 30, 2021

Proposal Valid Until: June 20, 2020
at 12:01 a.m. Standard Time at your mailing address shown above.

Product: Contractor Environmental and Professional Coverage **Production Underwriter:** Scott Haan

Submission Type: Renewal Business **Underwriter:** Kalen Kramer

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT UPON RECEIPT AND REVIEW OF INFORMATION REQUESTED IN THE BINDING CONDITIONS SECTION BELOW:

Philadelphia Consolidated Holding Corp. • Philadelphia Indemnity Insurance Company • Philadelphia Insurance Company • Maguire Insurance Agency, Inc.



One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

Limit, Premium and Coverage Options Schedule

I. Coverage Parts	Option 1
A Professional Liability	\$10,000,000 Per Incident
B Contracting Environmental Liability	
Occurrence – Contracting Operations Environmental Liability	\$10,000,000 Per Contamination Incident
C Claims Made – Non-Owned Location Liability	\$10,000,000 Per Contamination Incident
D Claim Made – Your Insured Location Liability	NOT OFFERED
E Image Restoration	
Total Policy Aggregate Limit	\$10,000,000
II. Self-Insured Retention per incident For Each Coverage Part	
III. Policy Term	One Year
IV. Coverage Premium	
Terrorism Additional Premium	\$
Total Premium	\$

Premium Basis: in gross revenues

Commission
 Insurer Processing Fee

Coverage Terms:

- 1) Terrorism Coverage has been offered as part of this proposal. Please see the Terrorism Notice provision below that outlines the insureds' options and responsibilities.
- 2) Your Professional Services means environmental consulting; environmental lab analysis associated with waste profiling and classification; and non-owned disposal site recommendation. The following Professional Services Retroactive date will apply: June 30, 1998
- 3) Your contracting operations means the contracting activities and services stated in the application for this policy and performed for third parties by you or on your behalf at a project site.
- 4) An Insurer Processing Fee of \$175 is due at the time of binding. This fee is non-refundable and is not calculated as part of the agency commission.
- 5) **Transportation by you or a carrier is provided in Coverage B, for waste or materials transported to or from a project site.**
- 6) **Emergency Expenses** to contain, control or mitigate contamination is provided with in the definition of **remediation expenses** at the full limit of insurance of the applicable insuring agreement.
- 7) Contracting Operations Environmental Liability is offered utilizing an occurrence insuring agreement.
- 8) Non-owned Location Liability is offered utilizing a Claims Made insuring agreement. The following Non-owned Locations Retroactive Date will apply: Not Applicable
- 9) Your Insured Location coverage is NOT offered as part of this coverage proposal
- 10) Mold coverage is provided on an occurrence basis.
- 11) Premium is 25% earned at inception and 100% earned at the end of year one
- 12) Additional insured status will apply for entities when required by written contract executed prior to a claim or loss
- 13) Waiver of subrogation will apply for entities where required by written contract executed prior to a claim or loss
- 14) Policy is primary and non-contributory when required by written contract executed prior to a claim or loss

Philadelphia Consolidated Holding Corp. • Philadelphia Indemnity Insurance Company • Philadelphia Insurance Company • Maguire Insurance Agency, Inc.



One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLY.com

Binding Conditions:

Binding coverage is subject to receipt and approval by the underwriter of the following:

- 1) We will require a copy of the broker's E&S license for the home state of the insured, as defined by the N.R.R.A. Please complete, sign and return the attached Broker Notification and Agreement form with your order to bind.
- 2) Philadelphia Contractor And Professional Environmental Coverage Application completed and signed by an officer of the named insured, and all required attachments.
- 3) Completed signed TRIA rejection form, if TRIA is rejected

Forms that make up your policy

<u>Form</u>	<u>Description</u>
PI-EVCP-001D	Contractor Environmental And Professional Coverage Declarations Page
PI-EVCP-001	Contractor Environmental And Professional Coverage Form State E&S Endorsement Broker Notification and Agreement Form
PI-EVCP-300	Additional Named Insured Schedule
PI-EVCP-303	Additional Insured Schedule
PI-EVCP-306	Your Contracting Operations - Scheduled
PI-EVCP-307	Your Professional Services - Scheduled
PI-EVCP-700	Cancellation Notification
PI-EVCP-701	Minimum Earned Premium Schedule
PI-MANU	Additional Named Insured Schedule
PI-MANU	Additional Named Insured Schedule
PI-MANU	Cancellation Notification
PI-MANU	Cancellation Modification
PI-MANU	Definition of Loss - Punitive Damages Amendment
PI-MANU	Primary and Non-Contributory Amendment
PI-MANU	Responsible Individual Endorsement
PI-MANU	Selection of Counsel
PI-MANU	Waiver of Subrogation

Optional Form

<u>Optional Form</u>	<u>Description</u>
PIC-EVP-147	Exclusion of Certified Acts of Terrorism <i>Applies if insured rejects terrorism coverage.</i>
PIC-EVP-146	Cap on Losses from Certified Acts of Terrorism <i>Applies if insured purchases terrorism coverage.</i>

Loss Control:

During the policy period we may choose to conduct a Loss Control survey either by telephone or by a visit to the insured site(s) to verify the information provided by you in the underwriting application and to gather any additional information requested by the underwriter. This survey will be conducted entirely at our expense. You shall provide all relevant information requested by the Loss Control engineer and cooperate fully during the survey. If we choose to conduct a survey we will contact you to schedule a date that is convenient for you. We reserve the right to modify coverage based on information gathered during the Loss Control Survey.



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Terrorism Notice:

Disclosure Notification attached to this letter which outlines both the Federal Government's and the Insurance Company's obligation of payment under TRIA. Terrorism coverage has been offered in this proposal. The additional Premium for this coverage, if any, is shown in the Limits, Premium and Coverage Options Schedule above. If the insured chooses not to purchase the coverage, please have them sign and send back the attached Terrorism Disclosure Notification form.

We appreciate the opportunity to provide you with this proposal. If you have any questions please do not hesitate to call.

Best regards,

Kalen Kramer
AVP, Underwriting Manager - West Territory
Philadelphia Insurance Companies
925-446-3532
Kalen.Kramer@phly.com
CA Lic.# 0L43705



CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Occurrence Contractor Environmental and Claims-Made Professional Liability Coverage

CERTAIN SECTIONS OF THIS POLICY INCLUDE CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

OTHER SECTIONS OF THIS POLICY PROVIDE COVERAGE FOR CONTAMINATION THAT IS DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

DEFENSE EXPENSE REDUCES THE LIMITS OF INSURANCE AND IS INCLUDED WITHIN THE SELF-INSURED RETENTION. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS OR IS NOT COVERED.

Throughout this policy, the words "you" and "your" refer to the **named insured** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning. Refer to Section II. **DEFINITIONS**.

In consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application, all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

I. **INSURING AGREEMENTS**

A. **Claims Made – Professional Liability**

1. We will pay on behalf of the **insured** for **professional loss** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** caused by an actual or alleged negligent act, error or omission in the performance of **your professional services** provided:
 - a. Such **claim** is first made against the **insured** and reported to us, in writing, during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; and
 - b. Such **claim** is not covered under Coverage **B. Contracting Environmental Liability** below; and
 - c. **Your professional services** were first rendered on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations, and prior to expiration of the **policy period**.
2. We will reimburse the **insured** for reasonable attorney fees, costs and expenses incurred in responding to a **disciplinary proceeding**, provided:

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- a. A **disciplinary proceeding** is commenced during the **policy period** against you, by reason of any negligent act, error or omission in the performance of **your professional services**;
- b. **Your professional services** that are subject to such **disciplinary proceeding** are first rendered for others on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations and before expiration of the **policy period**; and
- c. The **insured** reports the actual or alleged negligent act, error or omission to us during the **policy period** and prior to such **disciplinary proceeding**.

The maximum amount payable, regardless of the number of **disciplinary proceedings** or the number of **insureds**, shall be \$10,000 per **policy period**. The **self-insured retention** shall not apply to this provision; however, any payments made by us under this provision will erode the applicable Limit of Insurance and are not in addition thereto. The Company will not be obligated to defend, or pay any fine, penalty or award resulting from any **disciplinary proceeding**.

B. Occurrence – Contracting Operations Environmental Liability Coverage

We will pay on behalf of the **insured** for **loss or remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** caused by **your contracting operations, completed operations or transportation**, provided that:

- 1. The **loss or remediation expense** is the result of: (i) a **claim for bodily injury, property damage or environmental damage**; or (ii) **contamination** that caused the **insured** to incur **emergency expense**; and
- 2. The **bodily injury, property damage or environmental damage** first occurs during the **policy period**; and
- 3. The **bodily injury, property damage or environmental damage** is caused by an **occurrence**.

C. Claims Made – Non-Owned Location Liability Coverage

We will pay on behalf of the **insured** for **loss or remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of a **non-owned location**, provided that:

- 1. The **loss or remediation expense** is the result of: (i) a **claim for bodily injury, property damage or environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
- 2. Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9.b. in the Declarations, and before expiration of the **policy period**.

D. Claims Made – Your Insured Location Liability

We will pay on behalf of the **insured** for **loss or remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of

contamination on, at, under or migrating beyond the legal boundaries of **your insured location**, provided that:

1. Such **contamination** first commences during the **policy period**;
2. Such **contamination** ceases fully within ten (10) days of its commencement; and
3. The **loss or remediation expense** is the result of: (i) a **claim for bodily injury, property damage or environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury, property damage, or environmental damage** covered under Insuring Agreements **I. A., B., C. or D.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5.-E. in the Declarations.

II. DEFINITIONS

A. Additional insured means:

1. Any individual, organization or entity scheduled to this policy as an **additional insured** by an endorsement, but solely for their liability specified in such endorsement; or
2. Solely with regard to Coverage **B. – Contracting Operations Environmental Liability**, any entity required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations**, provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced. However such entities are included as an **additional insured** under this policy solely to the extent:
 - a. That the entity is liable for **loss or remediation expense** to which this insurance applies as a result of **your contracting operations** performed by or on behalf of an **insured** other than the entity; and
 - b. Up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage **B. Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

The entity is not provided any coverage under this policy for any portion of its own negligence or legal liability.

B. Bodily injury means:

1. Physical injury, sickness or disease including associated medical or environmental monitoring; and
2. Mental anguish, emotional distress or shock sustained by any person;

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Including death resulting there from.

- C. **Claim** means a written demand, notice, or assertion of a legal right seeking a remedy or alleging liability or responsibility on the part of you or any **insured**. Such demand, notice, or assertion of a legal right includes, but is not limited to legal actions, orders, petitions or governmental or regulatory actions, filed against you or any **insured**.
- D. **Completed operations** means work from **your contracting operations** that have been completed.

Your contracting operations will be deemed completed at the earliest of the following times:

1. When all of **your contracting operations** to be performed in the contract are complete;
2. When all of **your contracting operations** to be done at a **project site** have been completed; or
3. When that part of **your contracting operations** at a **project 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 contracting operations that may need service, maintenance, correction, repair or replacement, but are otherwise complete, will be deemed complete.

- E. **Contaminant** means any solid, liquid, gaseous or thermal irritant or pollutant, including but not limited to smoke, vapor, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, **mold**, and waste materials including but not limited to municipal, industrial, medical, pathological, and **low level radioactive waste and materials**.
- F. **Contamination** means:
1. The discharge, dispersal, release or escape of any **contaminants** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, caused directly by **your professional services, your contracting operations, completed operations, or transportation**, or that originates at a **non-owned location** or at **your insured location**, provided such contaminants are not naturally present in the environment or are not present on, at or within any structure, as applicable, in the amounts or concentrations discovered;
 2. The presence of **contaminants** that have been disposed of or abandoned at **your insured location** or a **project site** in violation of applicable **law** by parties other than an **insured** provided that prior to the **inception date** no **insured** or **additional insured** knew or reasonably should have known of such presence, disposal or abandonment; or
 3. The presence of **mold** on, at or within buildings or structures.
- G. **Conveyance** means motor vehicle, trailer, semi-trailer, aircraft, rolling stock or watercraft, but only if the operator and the conveyance are properly permitted and licensed to transport its cargo, and in the business of transporting such cargo.

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- H. Defense expense** means reasonable and necessary legal fees and expenses incurred (i) in the defense, investigation or adjustment of any **claim** to which this insurance applies; or (ii) as a direct result of your discovery of any **contamination** to which this insurance applies. **Defense expense** does not include salaries, wages, overhead or benefit expenses incurred by the **insured**, including but not limited to **employees** or **responsible individual** or monitoring counsel, or legal fees or expenses incurred in connection with any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy.
- I. Disciplinary proceeding** means any proceeding by a regulatory official or disciplinary agency to investigate charges made by a client or former client alleging professional misconduct in rendering or failing to render **your professional services**.
- J. Emergency expenses** means reasonable and necessary expenses incurred to contain, control or mitigate **contamination** covered under this insurance and that is an imminent and substantial endangerment to:
1. Public health, safety or welfare; or
 2. The environment;
- Provided that: (i) the **insured** discovers such **contamination** within seventy-two (72) hours of the **contamination** first commencing; and (ii) incurs such **emergency expenses** within seven (7) days after the **contamination** first commenced; and (iii) the **emergency expenses** are incurred pursuant to **laws** that require an immediate response to **contamination**.
- K. Employee** includes temporary and leased staff working on behalf of and under direct supervision and control by you, but only while acting within the scope of performing **your contracting operations, your professional services, completed operations, or transportation**, as applicable.
- L. Environmental damage** means direct physical damage to soil, plant or animal life, surface water or groundwater, building or structures, or indoor air caused by **contamination** and resulting in **remediation expense**. **Environmental damage** does not include **property damage**.
- M. Environmental professional** means an individual chosen by us, in consultation with the **insured**, who possesses at least certain minimal levels of education and training and experience, holds valid and applicable licensing, certifications and qualifications to assess and remediate the **contamination**, and who maintains certain minimal levels of applicable insurance.
- N. Extended reporting period** means either:
1. Automatic **extended reporting period** under Section **IX. EXTENDED REPORTING PROVISIONS**, Paragraph **A.**; or
 2. Supplemental extended reporting period under Section **IX. EXTENDED REPORTING PROVISIONS**, Paragraph **B.**;

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Whichever is applicable, following termination of coverage, as described in Section **IX. EXTENDED REPORTING PROVISIONS**, in which to report a **claim** that was first made against the **insured** during the **policy period**.

- O. Image restoration expenses** means reasonable and necessary expenses incurred for services rendered by an image restoration firm, exclusive of any salaries, wages, overhead or benefit expenses incurred by an **insured**, or any expenses that are covered under any other insurance, including any applicable deductibles or self-insured retention amounts of such other insurance.
- P. Inception date** means: (i) the first date shown in ITEM 4. in the Declarations; or (ii) with respect to any endorsement the Company issues after the first date shown in ITEM 4. in the Declarations, the effective date listed in such endorsement.
- Q. Insured** means:
1. The **named insured**;
 2. Any past or present director, officer, partner, member, or **employee** of the **insured**, but only while acting within the scope of his or her employment as such; or
 3. Any joint venture in which you participate as a member or co-venturer, but solely with regard to your liability as arising out of **your contracting operations** or **your professional services** provided in such joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.
 4. Any entity newly formed or acquired by the **Insured** during the **policy period** provided that: (i) you have greater than fifty percent (50%) ownership, control, or beneficial interest in such entity; (ii) such entity performs operations and services consistent with **your contracting operations** and **your professional services**, and (iii) you notify us in writing of the formation or acquisition within 30 days thereof. Coverage will be provided only for **loss, professional loss or remediation expense** caused by **your professional services** or **your contracting operations** that are performed on or after the date of formation or acquisition. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier. No such entity will continued to be an **insured** under this policy beyond the 90 days of formation or acquisition unless the following conditions precedent to coverage are fully satisfied::
 - a. Within 90 days of formation or acquisition, you must provide us with all relevant particulars regarding such entity, including but not limited to any formation, acquisition or operational agreements or other documents that we may reasonably request from you;
 - b. We must issue an endorsement to this policy expressly naming such entity as an **insured**;
 - c. The **insured** must pay the additional premium, if any, any agree to any amendment of the provisions of this policy by reason of such formation or acquisition.
- R. Law** means any federal, state, provincial or local statutes, rules, regulations, ordinances, **Voluntary Clean Up or Risk Based Corrective Action Standards** and judicial or

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administrative orders and directives, and all amendments thereto, that apply to the **insured's** liability or responsibility for **contamination**.

- S. Loss** means monetary awards or settlements, previously agreed to in writing by us, of compensatory damages and, where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **bodily injury** or **property damage**, together with related **defense expense** to which this policy applies. **Loss** does not include any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit or mark up.
- T. Low level radioactive waste and materials** means: (i) waste as defined in 10 CFR § 61.2; and/or (ii) material regulated by the U.S. Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in 10 CFR § 33.11.
- U. Mold** means mold, mildew or any type or form of fungus including mycotoxins, spores, microbial volatile organic compounds or any other by-products produced by or released by fungi.
- V. Named insured** means the individual or entity named in ITEM 1. in the Declarations and responsible for acting on behalf of all other **insureds**, if any, under this policy as described in **X. GENERAL CONDITIONS, L. Sole Agent**.
- W. Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction 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 (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801a et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- X. Non-owned location** means:
1. A site or location that is not owned, leased, managed or operated by the **insured**, or its respective parents, subsidiaries or affiliates, and that is listed in a schedule to this policy utilizing the Non-Owned Location Schedule; or
 2. A facility used for the recycling, treatment, storage or disposal of waste or materials generated by **your contracting operations** or **your professional services** or **your insured location**, but only if at the time the waste is accepted by the facility, the facility:
 - a. Is not owned, managed, operated or leased by the **insured** or its respective parents, subsidiaries or affiliates;
 - b. Possesses valid permits and/or licenses and operating in substantial compliance with the applicable regulations or **laws** to accept, store or process such materials or waste;
 - c. Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial **law**;

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- d. Is not or has not ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List); or
 - e. Is not insolvent or in bankruptcy; or
- Y. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- Z. **Policy period** means the period set forth in ITEM 4. in the Declarations, or any shorter period arising as a result of:
- 1. Cancellation of this policy; or
 - 2. With respect to any of **your insured location(s)** or **non-owned location(s)**, the deletion of any such location(s) from this policy by us at your written request.

AA. Professional loss means:

- 1. A monetary judgment, award or settlement of compensatory damages;
- 2. Only where insurance coverage is allowable by law for:
 - a. Civil fines and penalties assessed against a third party other than an **insured** for which the **insured** is legally liable;
 - b. Civil fines and penalties assessed against the **insured**; and
 - c. Punitive, exemplary or multiplied damages for which the **insured** is legally liable; and
- 3. **Defense expense** associated with Subsections 1. and 2. of this definition as referenced above.

Professional loss does not include:

- a. Injunctive or equitable relief;
- b. The return of fees or charges for services rendered;
- c. Costs and expenses incurred by the **insured** to redo, change, supplement or fix the **insured's** work or services, including redesign, unless we have previously agreed, in writing, to such costs as part of a **claim** settlement; or
- d. Any of the **insured's** overhead, mark-up, general conditions, or profit.

BB. Project site means:

- 1. A site or location at which **your contracting operations** are performed; or
- 2. A site which is rented or leased by you and utilized in the direct support of **your contracting operations** for a specific contract or project.

Project site does not include any of the following:

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- a. Any location used for the recycling, treatment, storage or disposal of any waste or materials generated by **your contracting operations**;
- b. **Your insured location**; or
- c. Any location owned, leased or rented by you or any subsidiary, affiliate or joint venture of yours other than a location rented or leased by you or any subsidiary, affiliate or joint venture of yours and utilized in the direct support of **your contracting operations** for a specific contract or project.

CC. Property damage means:

- 1. Physical injury to or destruction of tangible property of parties other than the **insured** including the resulting loss of use and diminution in value thereof;
- 2. Loss of use, and diminution in value of tangible property of parties other than the **insured** that has not been physically injured or destroyed; and
- 3. **Natural resource damage.**

Property damage does not include **remediation expense** or **environmental damage**.

DD. Remediation expense means:

- 1. Reasonable and necessary expenses incurred for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**:
 - a. To the extent required by **law** or, in the absence of applicable **law**, to the extent recommended by an **environmental professional** taking into account the zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred; or
 - b. That have been actually incurred by any government department or agency in accordance with applicable **law**;
- 2. Monetary awards or settlements, previously agreed to in writing by us, of compensatory damages that the **insured** is legally obligated to pay for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**; and
- 3. Where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **environmental damage** to which this policy applies;
- 4. Includes **restoration expense** and **emergency expense**; and
- 5. Includes related **defense expense** to which this policy applies.

However, **remediation expense** does not include **property damage**, or any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit, general conditions or mark up.

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- EE. Responsible individual** means:
1. Any officer, director, partner or project manager of the **insured**; and
 2. The manager or supervisor of the **insured** who is responsible for environmental, health and safety affairs, compliance or risk management.
- FF. Restoration expense** means reasonable and necessary costs incurred to repair, replace or restore real or personal property to substantially the same general condition it was in prior to being physically damaged provided that:
1. Except with regard to **Your Insured Location**; such real or personal property is not owned by an **insured**; and
 2. Such physical damage was directly caused by work performed in responding to **contamination** to which this insurance applies.
- However, **restoration expense** does not include any costs associated with betterments or improvements to, or depreciation of, such real or personal property.
- GG. Self-Insured Retention** means the amount stated in the Declarations that is primary to any liability or obligation by us under this policy and can only be satisfied by your payment of covered **loss**, **professional loss** or **remediation expense**, including related **defense expense**. The **self-insured retention** amount must be borne by you and cannot be insured. Your bankruptcy, insolvency or inability to pay the **self-insured retention** will not increase our liability under this policy.
- HH. Transportation** means the movement of goods, materials, product or waste to or from a **project site** or **your insured location** by **conveyance** in support of or in the performance of **your contracting services**. **Transportation** does not include loading or unloading of such goods, materials, product or waste except at a **project site**.
- II. Underground storage tank** means any tank (including underground pipes connected thereto) that has at least ten (10) percent of its volume below ground and includes any ancillary and connected pumps, sumps and equipment.
- JJ. Voluntary Clean Up or Risk Based Corrective Action Standards** means those minimum standards adopted by the federal, state, provincial or local regulatory agency (the "Regulatory Authority") having jurisdiction over the **contamination** and applied in consideration of the applicable zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred for purposes of obtaining a no further action letter, closure or similar approval from the Regulatory Authority.
- KK. Your contracting operations** means only those contracting activities and services stated in the application for this policy, or as scheduled to this policy via endorsement, and performed for third parties by you or on your behalf at a **project site**.
- LL. Your insured location** means any property or location approved by us and shown in ITEM 3. in the Declarations or in Your Insured Location Schedule endorsed to this policy. **Your insured location** does not include a **project site**.
- MM. Your professional services** mean only those services:
1. Stated in ITEM 10. in the Declarations; or

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2. Stated in Your Professional Services Schedule endorsed to this policy.

In addition to the foregoing, if **your professional services** stated in subparagraph 1. or 2., above, includes construction management services, for purposes of this policy, **construction management services** means:

1. Only those services performed pursuant to a written contract or agreement to manage, control or coordinate construction means and methods at risk on behalf of a project owner; or
2. During the design phase, only those services performed as a manager or coordinator; or
3. During the construction phase, only those services that consist of value engineering, field changes to design, constructability reviews, design-assist or selection, scheduling or sequencing of your subcontractors or sub consultants;

provided that such services arise out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual and are performed by you or on your behalf .

III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

The Limits of Insurance shown in ITEMS 5. and 6. in the Declarations, the **self-insured retention** shown in ITEM 7., and the rules below fix the most we will pay regardless of the number of **your insured locations, non-owned location(s), insureds, contamination incidents, occurrences, negligent acts, errors, omissions, claims** or claimants:

- A. The Total Policy Aggregate Limit shown in ITEM 6. in the Declarations is the most we will pay for the sum of all **loss, professional loss, remediation expense** or other coverage afforded under this policy.
- B. Subject to the Total Policy Aggregate Limit, the most we will pay for the sum of all **loss, professional loss, remediation expense** or other coverage afforded under this policy arising from any single **contamination** incident or any single negligent act, error or omission in **your professional services**, under any Insuring Agreement or endorsement is the applicable Limit of Insurance shown in ITEM 5. in the Declarations, or on the applicable endorsement. If no Limit of Insurance is shown for a particular Insuring Agreement in the Declarations, then no coverage is provided under that particular Insuring Agreement.
- C. The same, related, similar or continuous **contamination** shall be deemed to be a single **contamination** incident.
- D. All **professional loss** arising out of the same, related or continuous negligent acts, errors or omissions in rendering or failure to render **your professional services** shall be deemed to arise out of a single negligent act, error or omission.
- E. Two or more **claims** arising out of or resulting from the same, related, similar or continuous **contamination** or the same, related, similar or continuous negligent act, error or omission in **your professional services**, as applicable, will be deemed to: (i) be a single **claim**; (ii) have been first made at the time the first such **claim** was made against an **insured**; and (iii) be subject to only one Limit of Insurance shown in ITEM 5.

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in the Declarations or applicable endorsement subject to Paragraph III. F., below, if applicable. The same, related, similar or continuous **contamination** is **contamination** that is based upon, arises out of, is the result of or is logically or causally connected to the same, similar or related facts, circumstances, or situations. The same, related, similar or continuous negligent act, error or omission is a negligent act, error, or omission that is based upon, arises out of, is the result of, or is logically or causally connected to the same, similar or related facts, circumstances, or situations.

- F. If we or an arbitration panel determine that more than one Insuring Agreement applies to any single **contamination** incident or any single negligent act, error or omission in **your professional services**, the following conditions will apply:
1. Only one Limit of Insurance shown in ITEM 5. in the Declarations or applicable endorsement, together with the corresponding **self-insured retention**, will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
 2. If one of the applicable Limits of Insurance shown in ITEM 5. in the Declarations or applicable endorsement exceed the amount of any of the other applicable Limits of Insurance, then only the highest such Limit of Insurance and corresponding **self-insured retention** will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
 3. In no event will more than one Limit of Insurance shown in ITEM 5. in the Declarations, or applicable endorsement, apply to any single **contamination** incident or negligent act, error or omission in **your professional services**.
- G. If the same, related, similar or continuous **contamination** results in **bodily injury, property damage or environmental damage** which occurs during policy periods of different Contractors Environmental And Professional Coverage policies that we or an affiliated company have issued to the **named insured**, all such **bodily injury, property damage or environmental damage** will be deemed to have occurred only on the date of first exposure to such **contamination** and only the policy in force on the date of such exposure shall apply. All resulting **loss or remediation expense** shall be subject to the Limit of Insurance shown in ITEM 5. in the Declarations, as applicable and **self-insured retention** shown in ITEM 7. as applicable to such policy. For **bodily injury**, the date of first exposure is the date any individual is first exposed to **contamination**. For **environmental damage or property damage**, the date of first exposure is the date the **contaminants** were first discharged, dispersed, released or escaped. If the date of first exposure is prior to the first Contractors Environmental and Professional Coverage policy issued to you by us or an affiliated company, or cannot be determined, and the **bodily injury, property damage or environmental damage** continues to occur during policy periods of more than one Contractors Environmental and Professional Coverage policies, then such **bodily injury, property damage or environmental damage** will be deemed to have occurred only on the effective date of the first applicable Contractors Environmental and Professional Coverage policy issued by us.
- H. We will not pay for **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy unless the amount of **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy exceeds the applicable **self-insured retention**.

IV. EXCLUSIONS

This policy does not apply to **claims, loss, professional loss, defense expense, remediation expense** or any other coverage afforded under this policy:

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A. Asbestos/Lead

Based upon or arising from any asbestos, asbestos products or any substance or material containing asbestos, or any lead, lead products or any substance or material containing lead at **your insured location**. This exclusion does not apply to asbestos or asbestos containing materials or lead based paint in soil or in any watercourse or body of water, including groundwater, except for asbestos, asbestos products or any substance or material containing asbestos, or any lead-based paint that is or had been installed in or applied to any building or other structure at **your insured location**.

B. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other individual, firm or organization.

C. Contractual Liability

Based upon or arising out of the **insured's**:

1. Liability of others assumed under any contract or agreement; or
2. Breach of contract or agreement.

This exclusion does not apply to liability:

- a. That the **insured** would have in the absence of such contract or agreement;
- b. For actual or alleged negligent acts, errors or omissions in the performance of **your professional services**; or
- c. Solely with regard to **your contracting operations**, assumed in a written contract or agreement for **your contracting operations**, provided that the **bodily injury, property damage or environmental damage** occurs subsequent to the execution of such contract or agreement and does not arise from the client's sole negligence.

D. Criminal Fines

Based upon or arising out of any criminal fines, assessments, or penalties.

E. Damage to Insured's Product

Based upon or arising out of **property damage or environmental damage** to the **named insured's** product or work. However, this exclusion does not apply to **completed operations** or a claim for **environmental damage**.

F. Damage to Insured's Property

Based upon or arising out of physical injury to or destruction of property owned by an **insured** leased, rented, or loaned to an insured including property in the **insured's** care, custody and control. This exclusion applies solely with respect to **claims for property damage** and does not apply to:

1. A **project site**; or
2. A client who qualifies as an **additional insured**;

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G. Discrimination

Based upon or arising out of discrimination by an **insured** on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

H. Divested Property Limitation

Based upon or arising out of **contamination** that first begins after **your insured location** has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

I. Employers Liability

Based upon or arising out of **bodily injury** to any **employee**, partner or member of any **insured**, or by anyone who has a right to make a **claim** against any **insured** because of any employment, blood, marital or any other relationship with such **employee**, partner or member. This exclusion applies:

1. Whether the **insured** may be responsible as an employer or in any other capacity; or
2. To any obligation to share damages with or repay someone else who must pay damages because of **claims**.

J. Fiduciary Liability

The **insured's** services and/or capacity as:

1. An officer, director, partner, trustee or **employee** of an organization not identified in ITEM 1. of the Declarations, or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust; or
2. A fiduciary pursuant to the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto; or any other employee benefit plan.

K. Hostile Acts

Based upon or arising out of any consequence of, whether direct or indirect, war, invasion, act of a foreign enemy, hostilities whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or any covert military action.

L. Insurance and Suretyship

Based upon or arising out of the requiring, obtaining, procuring, purchasing, maintaining, advising as to, or the failure to require, obtain, procure, purchase, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **insured** or any other individual or organization.

M. Insured versus Insured

Based upon or arising out of a **claim** by any **insured** against any other **insured** under this policy. This exclusion does not apply to a **claim** made by an entity as defined in Section II. **DEFINITIONS, A. Additional Insured**, Subparagraph 2.

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N. Material Change at Your Insured Location

Based upon or arising out of any material change in the use or operations at **your insured location** from the use or operations stated by you in the application or information submitted to us that forms the basis of coverage.

O. Known Conditions/Known Circumstances

Based upon or arising out of any:

1. **Contamination**, including any subsequent dispersal, movement or migration of such **contamination**;
2. Actual or alleged negligent act, error or omission in **your professional services**; or
3. fact, circumstance, event or situation that could reasonably be expected to give rise to a **claim** under this policy;

any of which was in existence prior to the applicable **inception date** and known by or reasonably should have been known by any **responsible individual**.

This exclusion, does not apply to **contamination** at a **project site** provided such **contamination** was in existence prior to the **named insured** first performing **your contracting operations** or **your professional services** at such **project site** and was caused or exacerbated by **your contracting operations**.

P. Nuclear Liability

Based upon or arising out of radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Material or By-Product Material, as defined in the Atomic Energy Act, and for which the United States Department of Energy or any other governmental authority or agency has indemnified the **insured**, or for which the Price Anderson Act provides protection for the **insured**.

Q. Personal Injury

Based upon or arising out of the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

R. Prior Reported Claims

Based upon or arising from **claims** or circumstances reported or required to be reported by you or on your behalf under any other insurance that: (i) was in effect prior to the applicable **inception date**; and (ii) was not issued by us or one of our affiliates.

S. Property Damage to Conveyance

Based upon or arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third party carriers, utilized during **transportation**, for such **property damage** caused by the **insured's** negligence.

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T. Products Liability

Based upon or arising out of goods or products designed, manufactured, sold, handled or distributed by the **insured** or others trading under the **insured's** name, after physical possession of such goods or products has been relinquished by the **insured** or others trading under their names, unless such **claim, loss, professional loss, remediation expense** or any other coverage afforded under the policy arises out of the assembly, fabrication or installation of such product as part of **your contracting operations**. This exclusion does not apply to such products while within the legal boundaries of **your insured location** or during **transportation**.

- U. Process Improvements** – Based upon or arising out of any costs or expenses incurred to install, upgrade, modify or improve any processes, operations, equipment, machinery, or real or personal property at **your insured location**, however, this exclusion will not apply to any **loss or remediation expense** that is directly caused by such installation, upgrade, modification or improvement activities at **your insured location**.

V. Related Entities

Based upon or arising out of an **insured's** involvement: (i) in **your professional services** or **your contracting operations** performed by, or on behalf of, any organization, or subsidiary or affiliate thereof, not named in the Declarations, which an **insured** controls, manages, operates or holds more than a 25% ownership interest in, or which controls, manages, operates or holds more than a 25% ownership interest in an **insured** or (ii) as a partner, officer, director, stockholder, employer or **employee** of a business enterprise not named in the Declarations..

W. Securities Violations

Based upon or arising out of any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal, or other governmental law, statute, regulation or order issued pursuant to any of the foregoing statutes.

X. Separately Insured Project

Based upon or arising out of any project that is insured under a valid and collectible project specific insurance policy, including but not limited to a project specific policy, owner protective insurance policy, owner controlled insurance program, contractor controlled insurance program, wrap-up policy or other similar policy or program, under which an **insured** is provided coverage similar to this policy. This exclusion does not apply to projects specifically scheduled as an Insured Project in an endorsement to this policy.

Y. Underground Storage Tank

Based upon or arising out of **contamination** resulting directly or indirectly from an **underground storage tank**, the existence of which is known by or which reasonably should have been known by a **responsible individual** and which is located on **your insured location** unless such **underground storage tank** is scheduled on the policy by endorsement.

This exclusion does not apply to any **underground storage tank** that is:

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1. A process or septic tank located partially in the ground; or
2. Located on or above the floor of structures built below the ground surface such as vaults or subsurface floors of buildings; or
3. Prior to the **inception date**, deemed closed or removed by the regulatory body having jurisdiction over the **underground storage tank** and where such regulatory body has made a determination that no further action or remediation related to such **underground storage tank** is required in accordance with **law**.

Z. Vehicles

Based upon or arising out of the ownership, use, maintenance or operation of an automobile, aircraft, watercraft, rolling stock or other **conveyance**. This exclusion shall not apply to the ownership, use, maintenance or operation of an automobile, aircraft, watercraft, rolling stock or other **conveyance** at a **project site** or **your insured location** or during **transportation**.

AA. Warranties and Guarantees

Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **insured** that **your contracting operations** and **your professional services** conform to generally accepted standards or a legal obligation that you would have in absence of such warranty or guarantee.

BB. Workers Compensation/Employment Practices

Based upon or arising out of:

1. The Merchant Marine Act of 1920 (Jones Act) or any workers compensation, unemployment compensation, disability, employee benefits, profit sharing, ERISA law or similar or related laws; or
2. Any type of employment relationship, terms of conditions of employment, or law relating to the employment of any person, including but not limited to: (i) termination of employment; (ii) refusal to employ; or (iii) any employment-related practices, policies, procedures, acts or omissions.

CC. Willful Non-Compliance and Dishonest Acts

Based upon, arising out of or attributable to:

1. A **responsible individual's** intentional, willful or deliberate noncompliance with or intentional disregard of any **law** or any other statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or
2. Actual or alleged fraudulent, dishonest, knowingly wrongful or malicious conduct by or at the direction of the **responsible individual**.

V. POLICY TERRITORY

This policy is applicable only in the United States, its territories or possessions or Canada, but only if your responsibility is determined in:

- A. A proceeding on the merits conducted in the United States or its territories or possessions; or

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B. A settlement agreed to by us.

All premiums, limits, **self-insured retentions, loss, professional loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **loss** or **professional loss** is due, respectively.

This policy shall not apply in any situation that would be in violation of the **laws** of the United States of America or Canada, as applicable, including but not limited to, United States of America economic or trade sanction laws or export controls laws administered by the United States Treasury Office of Foreign Assets Control.

VI. DEFENSE AND SETTLEMENT

- A.** We shall have the right and duty to defend any **insured** against any **claim** to which this insurance applies, even if such **claim** is groundless, false or fraudulent. For any **claim** we defend or for any **loss** or **remediation expense** to which this insurance applies, we will pay **defense expense** in excess of the **self-insured retention**: (i) for the investigation or defense of such **claim**; or (ii) incurred in connection with the payment of such **loss** or **remediation expense**, as applicable. **Defense expense** is included within and will erode the Limits of Insurance and is included within the **self-insured retention** shown in ITEM 7. in the Declarations, or applicable endorsement. Our duty to defend and to pay **defense expense** ends once the applicable Limit of Insurance is exhausted or tendered into a court of applicable jurisdiction or once the **insured** refuses a settlement offer as provided in Paragraph **VI.D.** below. We shall have no duty to defend any **claim**, or to pay **defense expense** for any **loss** or **remediation expense**, to which this insurance does not apply.
- B.** We shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies. The **insured** shall have the right to propose such counsel and we will consult with the **insured** on the selection. If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.
- C.** In the event that by mutual agreement or by applicable law the **insured** is entitled to select independent counsel to defend a **claim** to which this insurance applies, the **defense expense** we must pay to such counsel is limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the venue where the **claim** arose or is being defended. We have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have acceptable limits of errors and omissions insurance coverage. The **insured** agrees that such counsel will timely respond to our requests for information regarding any **claim**. Notwithstanding the foregoing, the **insured** may at any time, by its written consent, freely and fully waive any right to select independent counsel. This paragraph C. applies to **defense expense** both within and excess of any **self-insured retention**.
- D.** We reserve the right, but not the duty, to at any time, with the **insured's** consent, settle any **claim** to which this insurance applies as we deem expedient. If with respect to any **claim** to which this insurance applies, the **insured** refuses to consent to the first settlement acceptable to the claimant which we recommend to the **insured** in writing, and elects to further contest such **claim**, then our liability for such **claim** shall not exceed the amount for

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which such **claim** could have been settled, including legal expenses incurred, up to the date of such refusal, plus fifty (50) percent of covered **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of such first settlement amount. It being a condition precedent of this insurance that the remaining fifty (50) percent of such **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of the first settlement amount is uninsured and shall be borne by the **insured** at the **insured's** own risk. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the **self-insured retention** amount stated in ITEM 7. in the Declarations or applicable endorsement. In addition, if we recommend a first settlement of a **claim** to which this insurance applies within the policy's applicable Limit of Insurance that is acceptable to the claimant, and the **insured** consents to such settlement, then the **insured's** applicable **self-insured retention** for such **claim** shall be retroactively reduced by ten (10) percent. It shall be a condition precedent to such reduction that you must consent to the first settlement amount within thirty (30) days after the date we recommend to the **insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than thirty (30) days after we recommend to the **insured** such first settlement offer. If the **insured** does not consent to the first settlement within the time prescribed above, the applicable **self-insured retention** amount shall remain the respective amount set forth in ITEM 7. in the Declarations or applicable endorsement, even if consent is given to a subsequent settlement.

VII. NOTICE AND CLAIM REPORTING PROVISIONS

A. Notice as required under this policy must be given by you, or on your behalf:

In writing to us at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
ATTN: Claims – Environmental

By fax at: 1 (800) 685-9238; or

By telephone at: 1 (800) 765-9749.

For claims-made coverage afforded by this policy, as a condition precedent to our obligations under this policy, the **insured** must give written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable, of any **claim** made against the **insured** for **loss, professional loss, remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable. For occurrence –based coverage afforded by the policy, the **insured** must give notice to us as soon as practicable of any **occurrence** that reasonably may result in a **claim** under the policy. Oral notification must be followed with a written notice to us as soon as practicable.

- B. If during the **policy period**, the **insured**: (i) first becomes aware of any: (a) **contamination** (b) negligent act, error or omission in **your professional services**, (c) or other **occurrence**, or (ii) incurs **emergency expense**, any of which could reasonably be expected to give rise to a **claim, remediation expense** or other coverage under this policy, the **insured** must give written notice to us regarding all particulars of such incident. Notice must be provided to us as soon as practicable after the **insured** discovers such **contamination**, or **occurrence**, or incurs such **emergency expense**, but in no event later than the expiration of the **policy period**. Oral notification must be followed with a written notice to us as soon as practicable, but in no event later than the expiration of the **policy period**. Such notice of any **contamination** or **occurrence**, or **emergency expense** must include:

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1. The particulars of the specific **contamination**, or **occurrence**, negligent act error or omission, or **emergency expense**;
 2. The circumstances by which the **insured** first became aware of such **contamination**, or **occurrence**, negligent act error or omission, or **emergency expense**; and
 3. The **claim**, **loss**, **professional loss** or **remediation expense** or other coverage afforded under this policy which has or may result from such **contamination**, or **occurrence**, negligent act, error or omission, or **emergency expense**.
- C. In the event that the **named insured** continuously maintains Contractors Environmental and Professional Coverage with the Company and in the event we determine that the **insured** fully complied with the notice provision set forth in Paragraph **VII. B.**, then for a period not to exceed five (5) years from the expiration of this policy, any **claim**, **remediation expense**, **loss**, **professional loss** or other coverage afforded under this policy that subsequently arises out of such **contamination** or **occurrence**, or such negligent act, error or omission, as applicable, will be considered to have been first made under the policy in effect at the time the **insured** discovers such **contamination** or **occurrence**, or such negligent act, error or omission.

VIII. DUTIES IN THE EVENT OF A CLAIM OR REMEDIATION EXPENSE OR DISCOVERY OF CONTAMINATION

A. The Insured's Duties

As a condition precedent to our obligations under this policy, in the event of a **claim**, **loss**, **professional loss**, **remediation expense**, other coverage afforded under this policy or the discovery of **contamination**, and pursuant to **VII. NOTICE AND CLAIM REPORTING PROVISIONS** above, the **insured** shall:

1. Give notice containing particulars sufficient to identify the **insured**, time, place and underlying circumstances to us;
2. Immediately forward to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;
3. Take reasonable measures to protect their interests. We shall not be liable for **loss**, **professional loss**, **remediation expense**, **defense expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;
4. Admit no liability, make no payments, assume no obligation and incur no expense related to such **claim**, or **remediation expense** without our prior written consent;
5. Fully cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of defense of **claims**. The **insured** shall, at the **insured's** cost, attend inquires, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and employees; and
6. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense**, **loss**, or **professional loss**, or other coverage afforded or **contamination** without our prior written consent. Such consent shall not be unreasonably withheld.

B. Rights and Duties Concerning Contamination

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1. The **insured** shall have the right and duty to retain an **environmental professional**, subject to our consent, to associate with the **insured's** investigation or remediation of **contamination** covered by this insurance after the **insured** discovers and notifies us of the existence of such **contamination**. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.
2. In the event of **emergency expense**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expense**, any costs incurred without our consent will not be covered under this policy or credited against the **self-insured retention**. As a condition precedent for coverage of **emergency expense** under this policy, the **insured** must notify us as soon as practicable, but in no event after expiration of the **policy period**, of such **emergency expense**.
3. In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination**. Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the **self-insured retention**.
4. Subject to Paragraph VIII. B.2., above, in the event that the **insured**, subject to our prior consent, retains a remediation contractor to investigate and remediate **contamination** to which this policy applies, the **remediation expense** we must pay to such remediation contractor is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place. We have the right to require that such remediation contractors have certain minimum qualifications with respect to competency, including experience in investigation and remediation **contamination** similar to the **contamination** at issue, and to require that such remediation contractors have acceptable limits of errors and omissions insurance coverage. The **insured** warrants that such remediation contractors will timely respond to our requests for information regarding any **contamination**.
5. Subject to Paragraph VIII. B.2., above, in the event that the **insured**, subject to our prior consent, directly undertakes the investigation and remediation of **contamination** resulting directly or indirectly from **your contracting operations** to which this policy applies, the **remediation expense** we must pay to such **insured** is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place, but in no event will we be obligated to pay the **insured** for any element of overhead or profit with respect to any **remediation expense** it incurs under this subparagraph.

IX. EXTENDED REPORTING PROVISIONS

The provisions of this Section IX. **EXTENDED REPORTING PROVISIONS** shall apply only to coverage provided by this policy that is on a Claims-Made and Reported Basis.

A. Automatic Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic **extended reporting period**, at no additional charge.

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2. The automatic **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:
 - a. A negligent act, error or omission in **Your Professional Services**, provided that **Your Professional Services** are otherwise covered by this policy; or
 - b. **Contamination** that the **named insured** discovers during the **policy period** and reports to us in writing during the **policy period**; or
 - c. Solely with respect to **contamination** that the **named insured** discovers within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;Provided that such **contamination** is otherwise covered by this policy.
3. If you purchase replacement coverage for this policy or a supplemental **extended reporting period** under **B.** below, the ninety (90) day automatic extension period will end on the effective date of the replacement coverage or on the effective date of the supplemental **extended reporting period**, whichever is earliest.

B. Supplemental Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental **extended reporting period** of three (3) years for a premium of not more than two hundred and fifty percent (250%) of the expiring policy premium.
2. The supplemental **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the supplemental **extended reporting period** but only with respect to:
 - a. A negligent act, error or omission in **Your Professional Services**, provided that **Your Professional Services** are otherwise covered by this policy; or
 - b. **Contamination** that the **named insured** discovers during the **policy period** and reports to us in writing during the **policy period**; or
 - c. Solely with respect to **contamination** that the **named insured** discovers within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;Provided that such **contamination** is otherwise covered by this policy.
3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic **extended reporting period** under **A.** above.

C. Extended Reporting Periods

The **extended reporting periods** are subject to the following conditions, as applicable:

1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.

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2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.
3. For the purpose of any **extended reporting period**, any change in premium, **self-insured retention**, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.
5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.
6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or self-insured retention amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.
7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. GENERAL CONDITIONS

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any person, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss, loss or remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services**, as applicable to which this insurance applies.

B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

C. Action Against Us

No person or organization has a right under this insurance:

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1. To join us as a party or otherwise bring us into a **claim**; or
2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss** that is not payable under the terms of this insurance or that is in excess of the applicable Limits of Insurance.

D. Bankruptcy

Your bankruptcy or insolvency, or that of your successors in interest, shall not relieve us of our obligations under this policy.

E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated ITEM 2 in the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period**.

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;
2. Change in your operations that materially increase risks covered under this policy;
3. Fraud or material misrepresentation by you; or
4. Your failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

F. Assignment

Assignment of interest under this policy shall not bind us and such assignment is void unless our consent is endorsed hereon.

G. Authorization Clause

By acceptance of this policy, you warrant that:

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1. The statements in the Declarations, your application, and any other supplemental information thereto are complete and accurate;
2. The statements in your application and any other supplementary information thereto are your representations and warranties and that those representations and warranties are material;
3. This policy is issued in reliance upon the truth and accuracy of such representations and warranties;
4. The statements in your application and any other supplemental information thereto are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;
5. Breach of those representations or warranties will result, at our election, forfeiture of coverage for any **claim** reported to us under the policy, or voiding of the policy from inception.

H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 2. below, or this insurance will be primary and non-contributory when Paragraph 3. below applies; and
2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In 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. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.
3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that **your contracting operations** or **your professional services**, as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any **loss, professional loss, claim, remediation expense** or any other coverage afforded under this policy, we shall be allowed, but not obligated to, conduct inspections, surveys, audits or reviews of your location, operations, books or other information deemed pertinent by us. Such inspections, surveys, audits or reviews could involve the taking of samples, interviewing of **employees**, physical access to locations or access to materials or information concerning your operations, structure or financials of your company.

The **insured** agrees to cooperate with us, and provide us with access to locations, information, and employees for such inspections, surveys, audits, or reviews, whether or not you deem such location or information relevant to the underwriting of this insurance, or with our defense or adjustment of any **claim, loss, remediation expense** or any other coverage afforded under this policy.

Neither our right to conduct such inspections, surveys, audits or reviews nor the results or conclusions of such actual inspections, surveys, audits or reviews shall warrant, in any way, that the operations or location are safe, healthful or compliant with or conform to applicable **laws, standards or accepted practices**. This condition applies to any agents or representatives that we allow to conduct such inspections, surveys, audits or reviews on our behalf.

L. Sole Agent

You shall act on behalf of all other **insureds**, if any, for the payment or return of any premium, payment of any **self-insured retention**, receipt and acceptance of any endorsement issued to form a part of the policy, giving and receiving notices, including notices of cancellation or non-renewal, the exercise of the rights provided in the **extended reporting period**, and the receipt and acceptance of any payment required to be made by us under the policy.

M. Severability

Except with respect to Limits of Insurance, **self-insured retention**, Exclusion **M. Insured versus Insured**, Cancellation or Non-Renewal and any rights and duties assigned in this policy to you, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. Any misrepresentation, act, or omission that is in violation of a term, duty or condition under this policy by one **insured** shall not prejudice another **insured** under this policy. This condition shall not apply to an **insured** who is a parent, subsidiary or affiliate of the **insured** which committed the misrepresentation, act, or omission referenced above.

N. Shared Limits

You and all other **insureds** understand, agree and acknowledge that this policy contains an Aggregate Limit that is applicable to and shared by all **insureds** who are or may become an **insured**. As such all **insureds** understand and agree that the limits of this policy may be depleted or exhausted by payments to other **insureds**.

O. Arbitration

Any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy, shall be

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resolved through binding arbitration. Except with respect to the selection of the arbitration panel, the arbitration will be conducted in accordance with the rules of the American Arbitration Association ("AAA") that are in effect as of the date a party first provides notice of its demand for arbitration to the other party in accordance with the policy's notice provisions. The panel will consist of one arbitrator selected by the **insured**; one selected by us; and a third independent arbitrator will be selected by the first two arbitrators. If the first two arbitrators cannot agree on the selection of a third independent arbitrator within thirty (30) days of such notice, the third arbitrator will be selected by the AAA.

The arbitration proceeding will take place in the state shown in ITEM 2. in the Declarations or in the domicile of the entity seeking relief from us or from whom we are seeking relief. The arbitrators must give due consideration to the general principles of the law of the state shown in ITEM 2. in the Declarations in construing and interpreting this policy; provided however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an evenhanded fashion as between the parties. Where the language of this policy is alleged to be ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant terms, conditions, provision or exclusions of the policy (without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators will be binding on all parties, must set forth its reasoning and basis in law and fact, and must be provided to all parties simultaneously. The arbitrators' award shall not include attorney fees or other costs of arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear the costs and expenses of arbitration equally.

Notwithstanding any language to the contrary, the parties hereby agree that: the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of a party's receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office and simultaneously serving such Notice on the other party. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED BY OUR PRESIDENT AND SECRETARY. THIS POLICY SHALL NOT BE VALID UNLESS SIGNED ON THE DECLARATIONS PAGE BY OUR DULY AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULE

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Tokio Marine Specialty Insurance Company
Policy No.: TBD
Endorsement Effective Date: 6/30/2020

It is hereby agreed that the following individuals, entities or organizations are scheduled as an **additional insured**, but solely with respect to liability arising out of the following checked operations for any **claims** or **remediation expense** reported by the **Named Insured** or an **insured** for:

- the performance by or on behalf of the **named insured** of **your contracting operations, completed operations or transportation**; or
- waste disposal** by or on behalf of the **named insured**; or
- their ownership, use, operation, or financing of **your insured location**.

That the individuals, entities or organizations are vicariously liable for **loss** or **remediation expense** to which this insurance applies as a result of the checked operations performed by or on behalf of an **insured**.

Additional Insured

Entities as required by written contract, provided such contract is fully executed prior any **remediation expense** or **claim** for **remediation expense** or **loss**

The **additional insured** shall not be afforded any coverage under this policy for any **claim** based upon or arising out of the negligence, strict liability or acts, errors or omissions of such **additional insured**.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR CONTRACTING OPERATIONS – SCHEDULED

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that Section II. **DEFINITIONS**, paragraph **KK. Your contracting operations** is deleted in its entirety and replaced with the following:

KK. Your contracting operations – means those contracting activities and services scheduled below in **Your Contracting Operations** Schedule and performed for third parties by you or on your behalf at a **project site**.

Your Contracting Operations Schedule

lab packing, sample collection, emergency response, demolition, excavation, the construction and maintenance of waste processing systems, waste processing and remediation

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR PROFESSIONAL SERVICES – SCHEDULED

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that Section II. **DEFINITIONS**, paragraph **MM. Your professional services** is deleted in its entirety and replaced with the following:

MM. Your professional services – means those professional services scheduled below in **Your Professional Services** Schedule and performed for third parties for a fee by you or on your behalf.

Your Professional Services Schedule

environmental consulting; environmental lab analysis associated with waste profiling and classification; and non-owned disposal site recommendation

The following retroactive date will apply to the **Your Professional Services** listed in the Schedule above: 06/30/1998.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM SCHEDULE

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that the policy is amended as follows:

- I. The following Minimum Earned Premium and Minimum Earned Premium Schedule applies to this policy:

Minimum Earned Premium: 25%

If the Minimum Earned Premium is 100%, the Minimum Earned Premium Schedule below shall not apply.

Minimum Earned Premium Schedule

Policy Year	Minimum Earned Premium at End of Policy Year
1	100%

- II. Section X. **GENERAL CONDITIONS**, paragraph E. **Cancellation or Non-Renewal** is amended to include the following:

In the event of cancellation of this policy, the Minimum Earned Premium shall be kept by us and any return premium calculation will be based on the rules stated in this endorsement. If the Minimum Earned Premium is 100%, you are not entitled to any return premium.

If a **claim** is made against the **insured**, the **discovery of contamination** is made, or coverage is requested to be afforded under this policy during the **policy period**, the premium shall be deemed as 100% minimum earned and you are not entitled to any return premium.

The following rules will apply for calculating your return premium:

- a. If you cancel the policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium; or
- b. If we cancel the policy, we shall retain the customary pro-rata portion of the premium less the minimum earned premium.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION MODIFICATION

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that Section **X. GENERAL CONDITIONS**, includes the following:

E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated ITEM 2 in the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period**.

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;
2. Change in your operations that materially increase risks covered under this policy;
3. Fraud or material misrepresentation by you; or
4. Your failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Tokio Marine Specialty Insurance Company
Policy No.: TBD
Endorsement Effective Date: 6/30/2020

It is hereby agreed that Section **X. GENERAL CONDITIONS, E. Cancellation or Non-Renewal** is amended to include:

We shall send written notice of cancellation to the entity scheduled below not less than:

1. (90)Days prior to the effective date of such cancellation; or
2. (10) Days prior to the effective date of such cancellation in the event of cancellation for non-payment of premium:

Scheduled Entity and Address

Blanket cancellation status as required by written contract

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF LOSS – PUNITIVE DAMAGES AMENDMENT

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that **Section II. DEFINITIONS, S. Loss** is deleted and replaced with the following:

S. Loss means:

1. Monetary awards or settlements, previously agreed in writing to by us, of compensatory damages and, where allowable by law, civil fines, penalties and assessments for **bodily injury or property damage**;
2. Related **defense expense**; and,
3. Punitive, exemplary, or multiplied damages where allowable by law, provided that the law of jurisdiction most favorable to the insurability of punitive damages shall control the insurability of such punitive, exemplary, or multiplied damages and provided that such jurisdiction:
 - a. is where such punitive, exemplary, or multiplied damages were awarded or imposed; or,
 - b. is where the **named insured** is incorporated or otherwise organized; or,
 - c. is where we are incorporated or otherwise organized, and,
 - d. is mutually agreeable to us and the **named insured**.

Loss does not include any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** overhead, profit or mark up.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF LOSS – PUNITIVE DAMAGES AMENDMENT

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that **Section II. DEFINITIONS, S. Loss** is deleted and replaced with the following:

S. Loss means:

1. Monetary awards or settlements, previously agreed in writing to by us, of compensatory damages and, where allowable by law, civil fines, penalties and assessments for **bodily injury or property damage**;
2. Related **defense expense**; and,
3. Punitive, exemplary, or multiplied damages where allowable by law, provided that the law of jurisdiction most favorable to the insurability of punitive damages shall control the insurability of such punitive, exemplary, or multiplied damages and provided that such jurisdiction:
 - a. is where such punitive, exemplary, or multiplied damages were awarded or imposed; or,
 - b. is where the **named insured** is incorporated or otherwise organized; or,
 - c. is where we are incorporated or otherwise organized, and,
 - d. is mutually agreeable to us and the **named insured**.

Loss does not include any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** overhead, profit or mark up.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESPONSIBLE INDIVIDUAL DEFINITION ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

PREMISES ENVIRONMENTAL COVERAGE

It is hereby agreed that the policy is amended as follows, Section **II. DEFINITIONS, EE. RESPONSIBLE INDIVIDUAL** is deleted in its entirety and replaced with following:

EE. Responsible individual means the Vice President of Risk Management, Vice President of Engineering and Environmental Management, Office of the General Counsel, and Directors.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECTION OF COUNSEL

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

It is hereby agreed that Section **VI. DEFENSE AND SETTLEMENT**, paragraph **B.** is deleted in its entirety and replaced by the following:

- B.** You shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies, provided such counsel is scheduled by endorsement to the policy. If your selected counsel is not scheduled, the selection shall be subject to our consent.

If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.

We reserve the right to require that any counsel you select have certain legal qualifications to provide defense and that said counsel must adhere to our litigation guidelines and billing rates, which are scheduled below on this endorsement. You may, at your discretion, select counsel that requires a rate higher than those scheduled below. However, you will be solely responsible for the difference between our scheduled billing rates and the rates of your selected counsel. In the event that you do not select qualified counsel, we have the right to designate counsel. We will consult you on our selection of counsel.

Scheduled Billing Rates:

- Paralegal - \$125 per hour
- Associate - \$290 per hour
- Of Counsel - \$325 per hour
- Partner - \$350 per hour

Scheduled Counsel

Lathrop & Gage, LLP
Hunton & Williams, LLP
Parker Poe - Charlotte, NC
Law Offices of Thomas M. Bruen , P.C.
Law Offices of Scott W. Gordon, P.C.
Lloyd Gosselink Rochelle & Townsend, P.C.
Bradley Arant Boult Cummings, LLP
Brunini, Grantham, Grower & Hewes
Jones Walker, LLP
Kean Miller, LLP
William D. Preston, P.A.
Brown Hay & Stephens
Waller Lansden Dortch & Davis
Vorys, Sater, Seymour and Pease
Honigman Miller Schwartz and Cohn, LLP
Land Air Water Legal Solutions, LLC

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Troutman Sanders, LLP
Webster Szanyi, LLP
Drinker Biddle & Reath, LLP
Mackie Shea , PC
Law Office of Mary Reagan
Spotts Fain, P.C.
Fennemore Craig, P.C.
McNair Law Firm (Pam Baker, relationship attorney)
King & Spalding, LLP
Butzel Long P.C.
Beck Redden, LLP
Okon Hannagan, PLLC
Plews Shadley, LLP
Buchalter Nemer, P.C.
Scott Dukes & Geisler, P.C.
Jones Cork & Miller, LLP
Mechanik Nuccio Hearne & Wester, P.A.
Shutts & Bowen, LLP
2Gunster, Yoakley & Stewart (Rick Burgess, relationship attorney)

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Tokio Marine Specialty Insurance Company

Policy No.: TBD

Endorsement Effective Date: 6/30/2020

It is hereby agreed that Section **X. GENERAL CONDITIONS**, includes the following:

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any person, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss, loss or remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services**, as applicable to which this insurance applies.

All other policy terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**PREMISES ENVIRONMENTAL COVERAGE
CONTRACTOR ENVIRONMENTAL COVERAGE
CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE**

The following provision addressing acts of terrorism applies with respect to this insurance.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**PREMISES ENVIRONMENTAL COVERAGE
CONTRACTOR ENVIRONMENTAL COVERAGE
CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE
STORAGE TANK ENVIRONMENTAL POLICY**

The following provision addressing acts of terrorism applies with respect to this insurance.

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism."

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Policy

PERFORMANCE BOND

Bond No.: K40361509

BOND FOR FAITHFUL PERFORMANCE
Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That Consolidated Disposal Service, L.L.C. dba Republic Services

(“Principal”) and Federal 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 Fifty Six Thousand Three Hundred Forty One and 79/100 (\$156,341.79) 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) LA County - Walnut Park GDD (the “Agreement”) for the performance of the terms, conditions, covenants and obligations and services set forth in the Agreement, including but not limited to providing solid waste collection services in bins or dumpsters and roll-off boxes in the Walnut Park Garbage Disposal District and payment of any liquidated damages assessed pursuant to the Agreement; and

WHEREAS, the 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 Agreement at the time and in the manner specified in the 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 8/1/2020 and ending 7/31/2021.
2. In the event of default by the Principal in the performance of the 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 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 Agreement and only for the purpose of enforcing such 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 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 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 31st day of July, 2020.

Consolidated Disposal Services, L.L.C.
dba Allied Waste Services // Republic Services

Federal Insurance Company
Surety

Principal
BY: [Signature] (Seal)

BY: [Signature] (Seal)

Shannon Clark, General Manager
Name and Title

Kathleen M. Mitchell, Attorney-in-Fact
Attorney-in-fact

BY: _____

Name and Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

BY: Talin Halabi
Deputy

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 7/31/20 before me, Donna Pernod, Notary Public
(insert name and title of the officer)

personally appeared Shannon Clark
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 *Donna Pernod* (Seal)





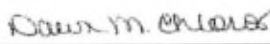
Power of Attorney

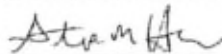
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Scott C. Alderman, Jamie Armfield, Timothy S. Buhite, Amber Engel, Peggy A. Firth, Brandi Heinbaugh, Debbie Lindstrom, Kathleen M. Mitchell, Roxana Palacios, and Holly E. Ulfers of Seattle, Washington -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of February, 2020.


Dawn M. Chioros, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

On this 20th day of February, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024


Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 31st day of July, 2020




Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (608) 913-3493 Fax (608) 913-2656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 WA
County of King }

On July 31, 2020 before me, Debbie Lindstrom, Notary Public
Date Name and Title of Notary
personally appeared Kathleen M. Mitchell
Name and/or Names 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 Debbie Lindstrom
Debbie Lindstrom Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

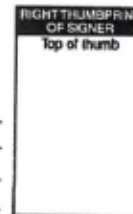
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____





POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 10th day of March, 2020 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

REPUBLIC SERVICES, INC.,
a Delaware corporation

Eileen B. Schuler

STATE OF ARIZONA
COUNTY OF MARICOPA

Subscribed and sworn to before me this 10th day of March, 2020 by Eileen B. Schuler, Assistant Secretary.

Matthew Nordquist
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-31-23
Commission No. 563802

Notary Public

CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 16th day of July, 2020 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

Eileen B. Schuler

CERTIFICATE OF SECRETARY

**RELATING TO THE FIRESTONE AND WALNUT PARK
GARBAGE DISPOSAL DISTRICTS (BRC0000125)
FOR LOS ANGELES COUNTY
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **CONSOLIDATED DISPOSAL SERVICE, L.L.C.**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **SHANNON CLARK** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 20th day of February, 2020.



Eileen B. Schuler, Secretary

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 2019)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

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/FormPubls. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2019)
Cat. No. 205991

Exhibit 17-Contractor Documentation

Item B.8 – CONTRACTOR’S EEO CERTIFICATION

This item consists of 2 pages (including this page).

B.8 – Contractor’s Certification (Form PW-7)

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder's Name	Consolidated Disposal Service, L.L.C. dba Republic Services
Address	2531 E. 67th Street, Long Beach, CA 90805
Internal Revenue Service Employer Identification Number	65-0844469

In accordance with Los Angeles County Code, Section 4.32.010, the Bidder 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 bidder has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The bidder periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The bidder 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 bidder has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

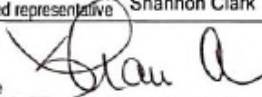
Bidder	Consolidated Disposal Service, L.L.C. dba Republic Services	
Authorized representative	Shannon Clark	
Signature		Date 2/21/20

Exhibit 17-Contractor Documentation

Item B.9 – INTENTIONALLY OMITTED

Exhibit 17-Contractor Documentation

Item B.10 – SHARPS COLLECTION

This item consists of 2 pages (including this page).

Item B.10 – SHARPS COLLECTION

Sharps Collection Program

Within one week after residential customers' request, CONSOLIDATED DISPOSAL SERVICE LLC d/b/a Republic Services 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.

CONSOLIDATED DISPOSAL SERVICE LLC will provide 1-gallon SHARP containers pre-approved by the County of Los Angeles. Upon request by the subscriber, CONSOLIDATED DISPOSAL SERVICE LLC personnel will promptly deliver an empty Sharps container kit by US mail to the subscriber's residence within the Garbage Disposal District service area.

Each kit includes:

1. A government-approved 1-gallon plastic container and liner specifically designed for sharps waste
2. Detailed instructions for safe sharps disposal
3. Postage-prepaid mail-back shipping box
4. Pre-addressed shipping labels
5. Prepaid disposal
6. Disposal Tracking Documents

CONSOLIDATED DISPOSAL SERVICE LLC has identified Stericycle as their container and autoclave vendor for sharps disposal. Stericycle is the nation's largest supplier and processor of medical and sharps waste.

Once the pre-approved container is full, the subscriber completes a simple tracking form and ships the container back to Stericycle in the mail-back box. Upon receipt, Stericycle documents the delivery and properly treats and destroys the sharps container and its contents. It's convenient, safe, and confidential.

Upon shipment to Stericycle, the subscriber shall be required to contact CONSOLIDATED DISPOSAL SERVICE LLC for a new replacement container. CONSOLIDATED DISPOSAL SERVICE LLC shall distribute the 1-gallon to each subscriber up to four times per year. If multiple residents in the same dwelling require additional capacity, CONSOLIDATED DISPOSAL SERVICE LLC may increase the container size and/or frequency upon mutual agreement with the subscriber, County staff and CONSOLIDATED DISPOSAL SERVICE LLC management.

CONSOLIDATED DISPOSAL SERVICE LLC 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

Consolidated Disposal Service LLC d/b/a Republic Services proposes to partner with the County to establish 2 events, once each Spring and once each Fall, offering at least 40-cubic yards of mulch and 40-cubic yards of compost per event. Republic Services will market these events to residents in advance of each event in the manner determined by the County's annual outreach and public education contractual requirements – such as direct mailers or quarterly newsletters.

At each event, Republic Services will ask residents to bring buckets, bags, or any other type of personal receptacle to collect compost and mulch offered at no additional cost to them. Each event will take place at a large public location within the service area, such as a public park or Republic-owned transfer station, that can accommodate all service equipment and parking needs of customers participating in the event. Mulch and compost will be provided in roll-off containers and offered to residents on a first-come, first-serve basis during each event. Republic's team will be on-hand with shovels and brooms; available to offer residents the compost and mulch individually.

Bilingual signage and translation services will be made available to those customers who may be in-need at these events.

Republic will present this plan to the Director no later than 3 months after the contract execution date and 3 months before the beginning of the following contract year and will incorporate comments from the Director to implement the program.

In lieu of a pickup event, Republic may deliver bagged mulch and compost with Director approval. Republic will provide necessary staffing, vehicles and bags.

Exhibit 17-Contractor Documentation

Item B.12 – ALTERNATIVES TO FULLY AUTOMATED OR 96-GALLON CARTS

This item consists of 2 pages (including this page).

Item B.12 – ALTERNATIVES TO FULLY AUTOMATED OR 96-GALLON CARTS

Alternatives to Fully Automated 96-Gallon Carts

In the event the subscriber lives in difficult to service area Consolidated Disposal Service, LLC d/b/a **Republic Services** will use a manual or other form of collection for Refuse, Recyclables, and Organics to service customers deemed difficult to service by the County. Should alternative containers be provided to these Customers they shall have the same aggregate capacity as Republic Services would have provided to Customers in carts at the rate surcharge provided in its Rate Schedule.

Alternatives to 96-Gallon Carts due to Space Restrictions

In the event the subscriber is unable to store the 96-gallon containers due to space restrictions, Republic Services will provide alternative containers with the same aggregate capacity as outlined in the Agreement without rate discount or surcharge, if customers request the same aggregate capacity.

32-Gallon Cart Alternatives to 96-Gallon Carts

If an Elderly Customer generates small amounts of waste and requests a 32-gallon Cart or Carts, Republic Services will provide the same number of 32-gallon Carts as Republic Services would have provided to that Customer in 96-gallon Carts, without Rate surcharge.

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

Consolidated Disposal Service LLC d//a Republic Services will not be utilizing any subcontractors for performing the scope of services and the execution and of this contractual agreement.

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

CONSOLIDATED DISPOSAL SERVICE, LLC d/b/a Republic Services 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 CONSOLIDATED DISPOSAL SERVICE'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, CONSOLIDATED DISPOSAL SERVICE will institute many proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting Collection, Transportation, and Disposal services that CONSOLIDATED DISPOSAL SERVICE is not providing, CONSOLIDATED DISPOSAL SERVICE shall not charge Customer or COUNTY for any of the services described below.

1. Provide Conveniently Located Dumpsters or Roll-off Containers

CONSOLIDATED DISPOSAL SERVICE 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

CONSOLIDATED DISPOSAL SERVICE will offer each Occupant the option of direct hauling and disposing of their solid waste at a facility normally used by CONSOLIDATED DISPOSAL SERVICE for this Contract, 6 days per week. CONSOLIDATED DISPOSAL SERVICE 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, CONSOLIDATED DISPOSAL SERVICE will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

3. Inform Customers of Temporary Procedures

CONSOLIDATED DISPOSAL SERVICE guarantees the above service and disposal options will be made readily available to each Occupant. CONSOLIDATED DISPOSAL SERVICE 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 CONSOLIDATED DISPOSAL SERVICE 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, CONSOLIDATED DISPOSAL SERVICE shall automatically credit Customer for each missed collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONSOLIDATED DISPOSAL SERVICE would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

b. Other Customer Services

When CONSOLIDATED DISPOSAL SERVICE is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONSOLIDATED DISPOSAL SERVICE shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

5. Provide Replacement Drivers and Security

CONSOLIDATED DISPOSAL SERVICE 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, CONSOLIDATED DISPOSAL SERVICE shall be properly staffed to provide drop-off services for each Occupant. In addition to CONSOLIDATED DISPOSAL SERVICE staff, CONSOLIDATED DISPOSAL SERVICE shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONSOLIDATED DISPOSAL SERVICE shall work closely with a private security firm to guarantee a safe and consistent operation.

6. Identify Customers Requiring Priority Service

CONSOLIDATED DISPOSAL SERVICE 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	
<p>Area President: Mike Caprio Walnut Park Garbage Disposal District Address: 3260 Blume Drive, Suite 200 Richmond, CA 94806 Phone: 510-262-7566 Fax: 510-262-7565 MCaprio@republicservices.com</p>	
<p>Market Vice President: Dave Hauser Walnut Park Garbage Disposal District Address: 9200 Glenoaks Blvd Sun Valley, CA 91352 Phone: 562-347-4044 Fax: n/a DHauser3@republicservices.com</p>	
AUTHORIZED REPRESENTATIVES	
<p>General Manager: Shannon Clark Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 704-728-4720 Fax: n/a SClark@republicservices.com</p>	<p>Municipal Relationship Manager: Manuel Gouveia Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 562-221-1703 Fax: n/a mgouveia@republicservices.com</p>
<p>Operations Manager: Guadalupe Vasquez Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 310-345-80 91 Fax: n/a LVasquez@republicservices.com</p>	<p>Community Relations Manager: Min Wang Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 818-481-4561 Fax: n/a mwang@republicservices.com</p>
EMERGENCY CONTACT (outside Contractor's office hours)	
<p>General Manager: Shannon Clark Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 704-728-4720 Fax: n/a SClark@republicservices.com</p>	<p>Operations Manager: Guadalupe Vasquez Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 310-345-80 91 Fax: n/a LVasquez@republicservices.com</p>
KEY PERSONNEL	
<p>General Manager: Shannon Clark Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 704-728-4720</p>	<p>Municipal Relationship Manager: Manuel Gouveia Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805</p>

<p>Fax: n/a SClark@republicservices.com</p>	<p>Phone: 562-221-1703 Fax: n/a mgouveia@republicservices.com</p>
<p>Community Relations Manager: Min Wang Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 818-481-4561 Fax: n/a mwang@republicservices.com</p>	<p>Operations Manager: Guadalupe Vasquez Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 310-345-80 91 Fax: n/a LVasquez@republicservices.com</p>
<p>Maintenance Supervisor: Javier Reyes Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 510-262-7573 Fax: n/a JReyes@republicservices.com</p>	<p>Route Supervisor: Enrique Flores Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 562-577-6272 Fax: n/a EFLORESJR@republicservices.com</p>
<p>SERVICES SAFETY OFFICIAL</p>	
<p>General Manager: Shannon Clark Walnut Park Garbage Disposal District Address: 2531 E. 67th Street Long Beach, CA 90805 Phone: 704-728-4720 Fax: n/a SClark@republicservices.com</p>	<p>Area Safety Manager: Priscilla Lomeli Walnut Park Garbage Disposal District Address: 14905 S. San Pedro Gardena, CA 90248 Phone: 714-238-3312 Fax: n/a PLomeli@republicservices.com</p>

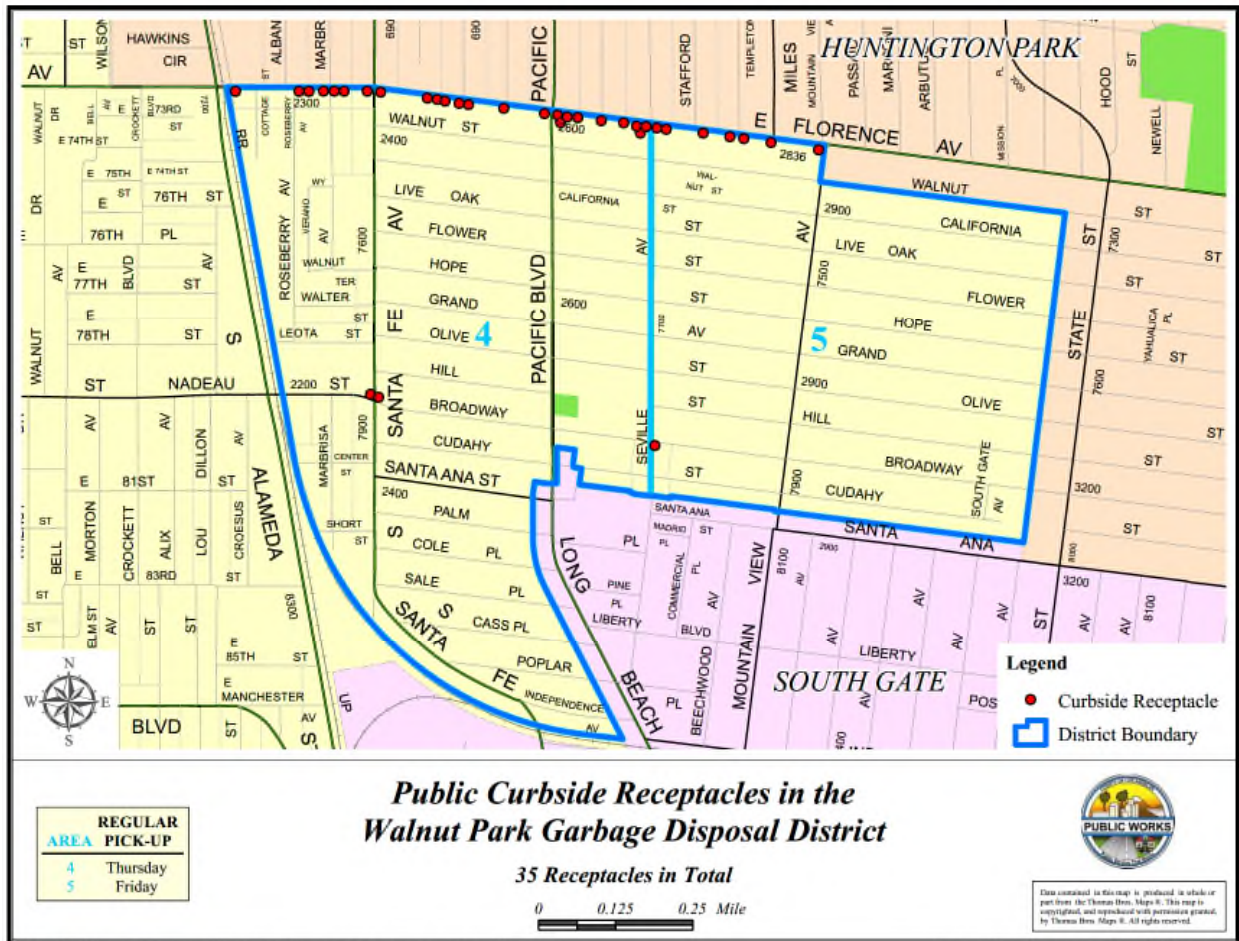
Exhibit 17-Contractor Documentation

Item B.16 – ROUTE MAPS AND SCHEDULES

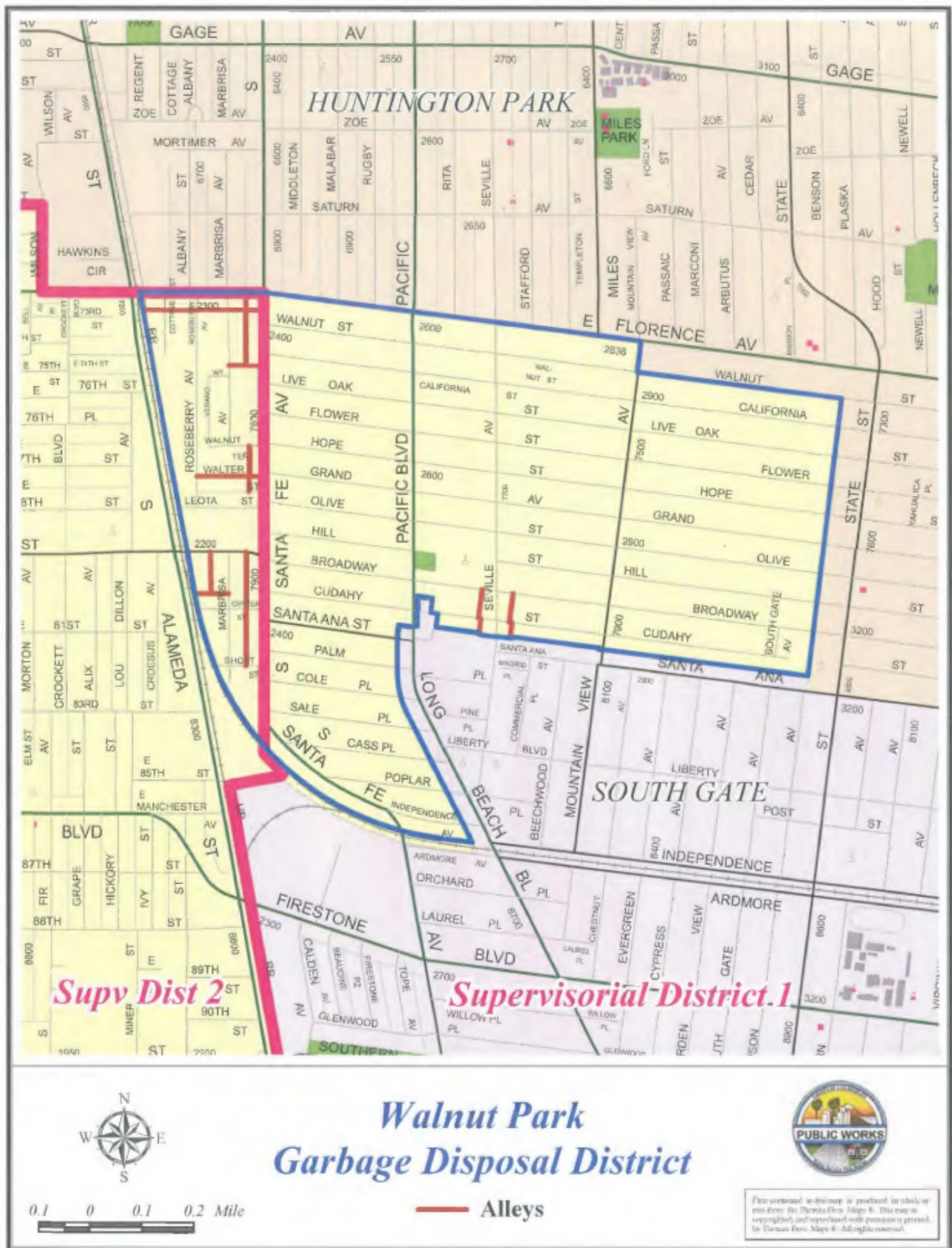
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Item B.16 – ROUTE MAPS AND SCHEDULES

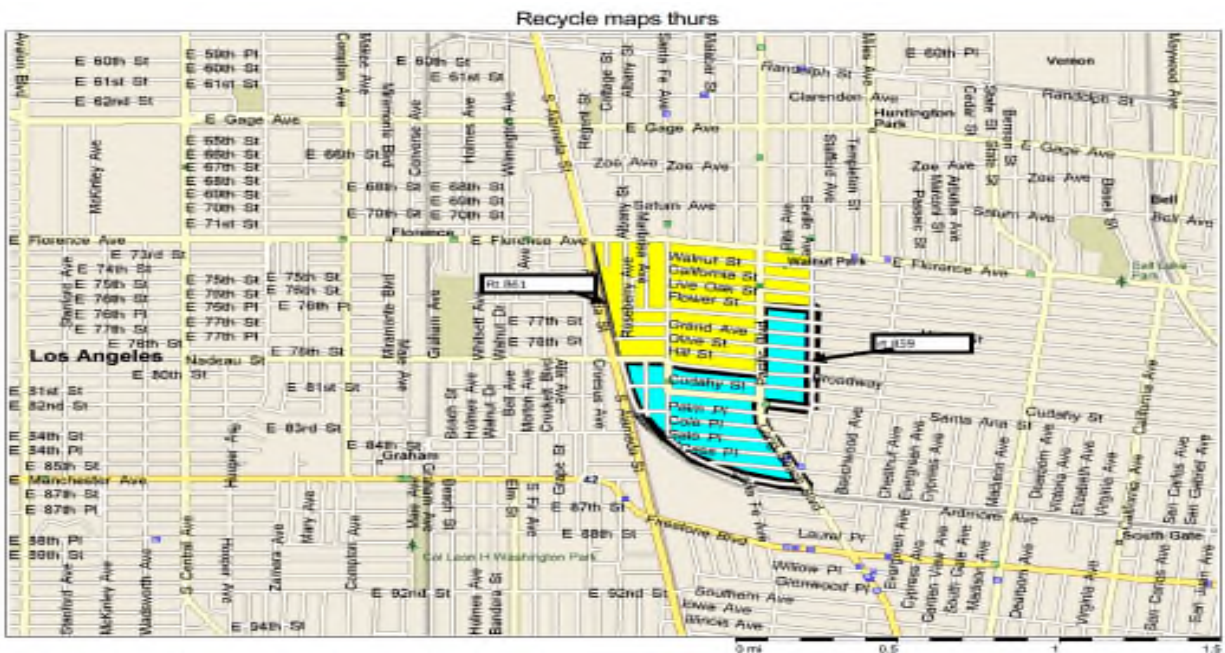
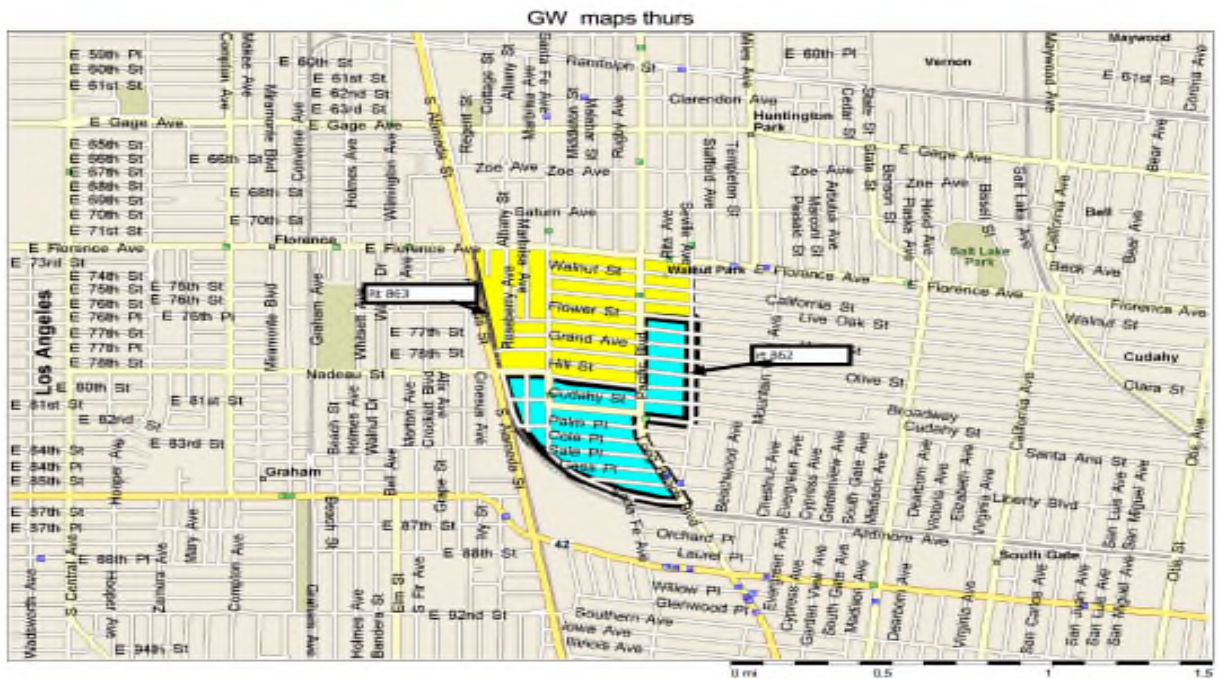
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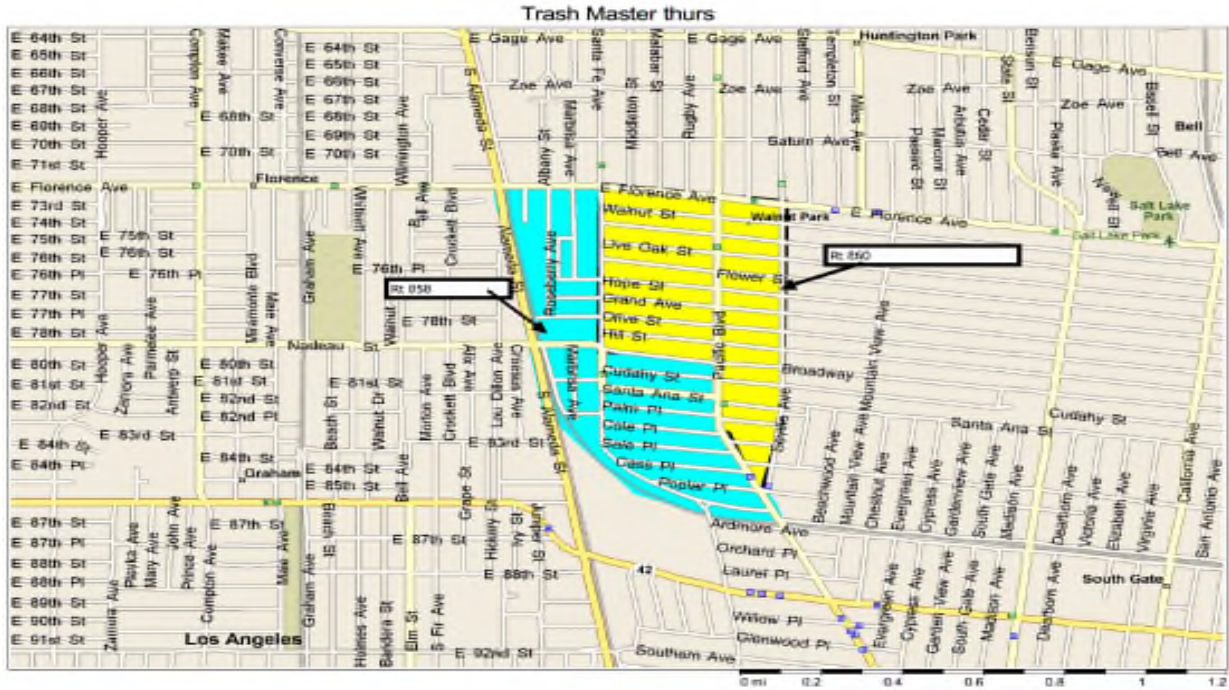


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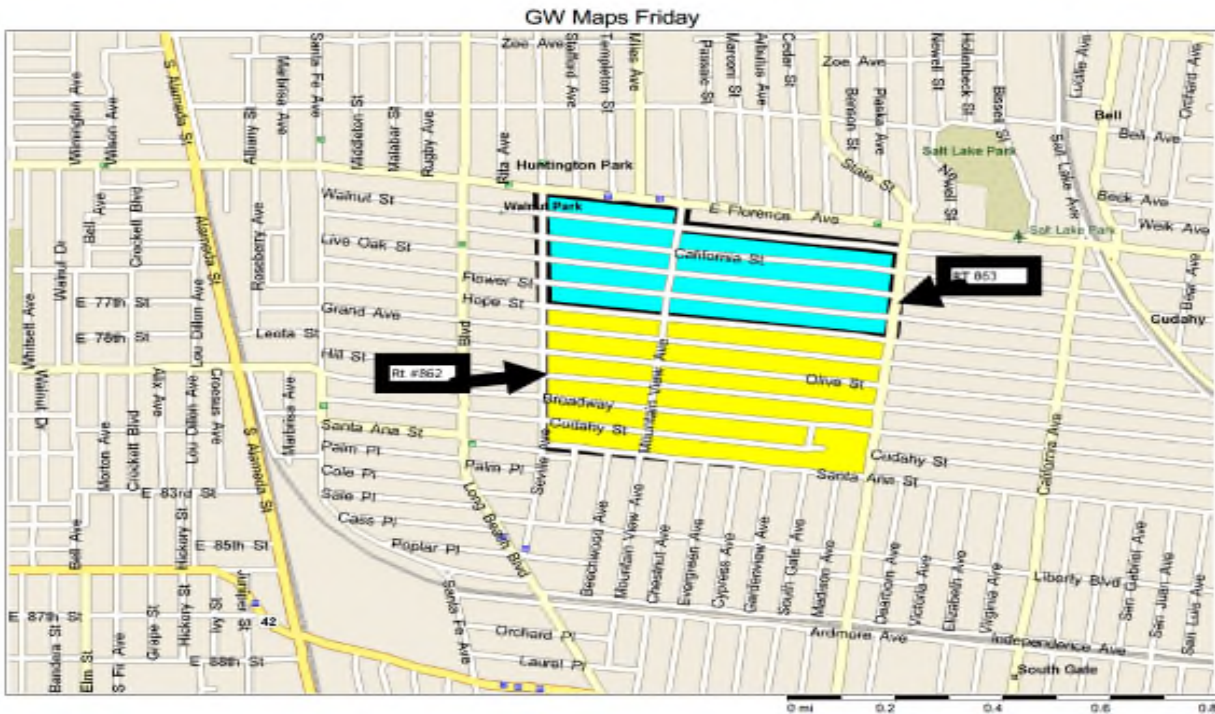


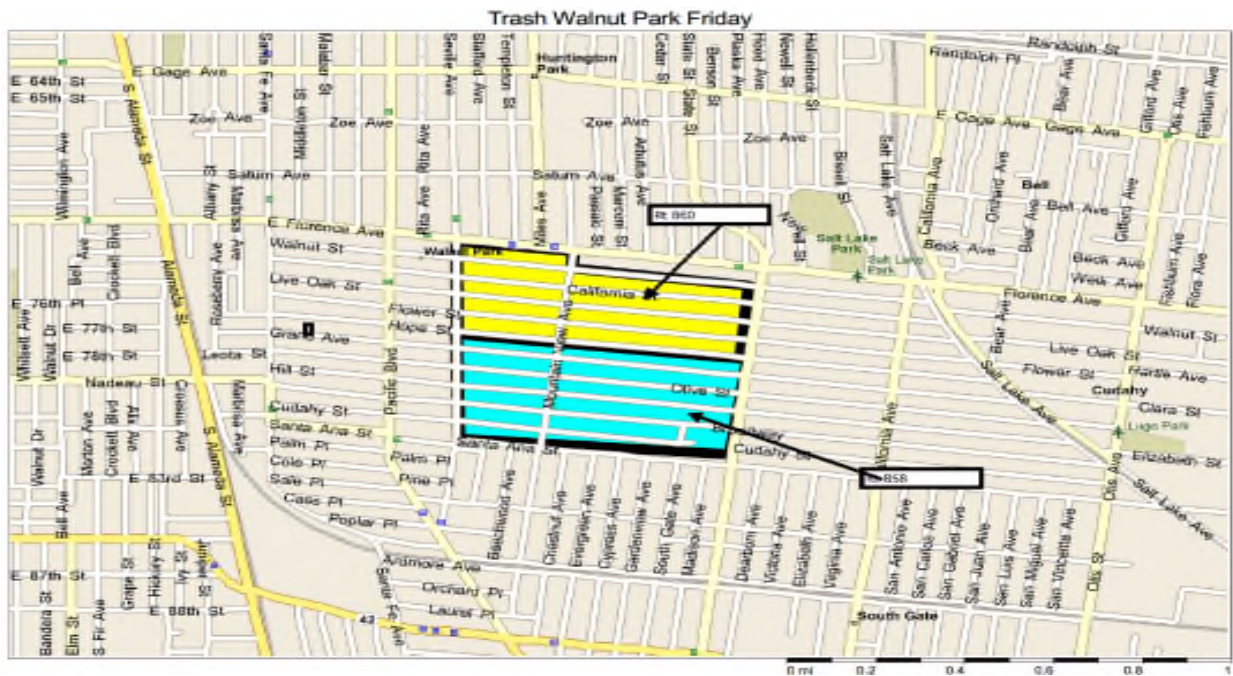
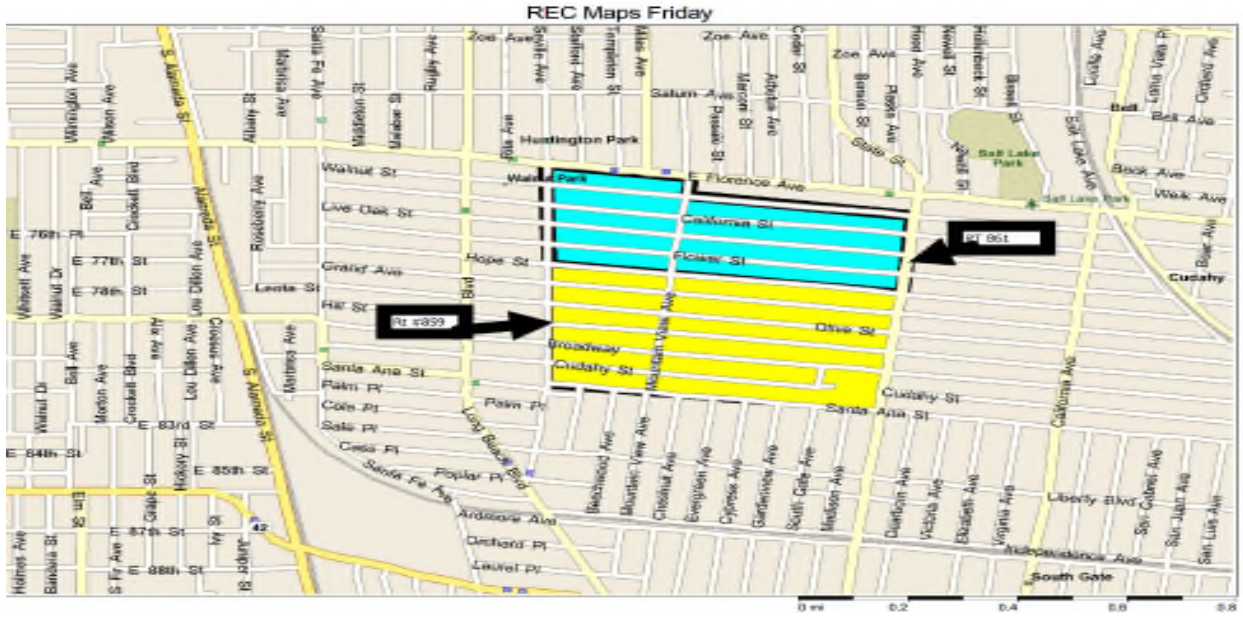
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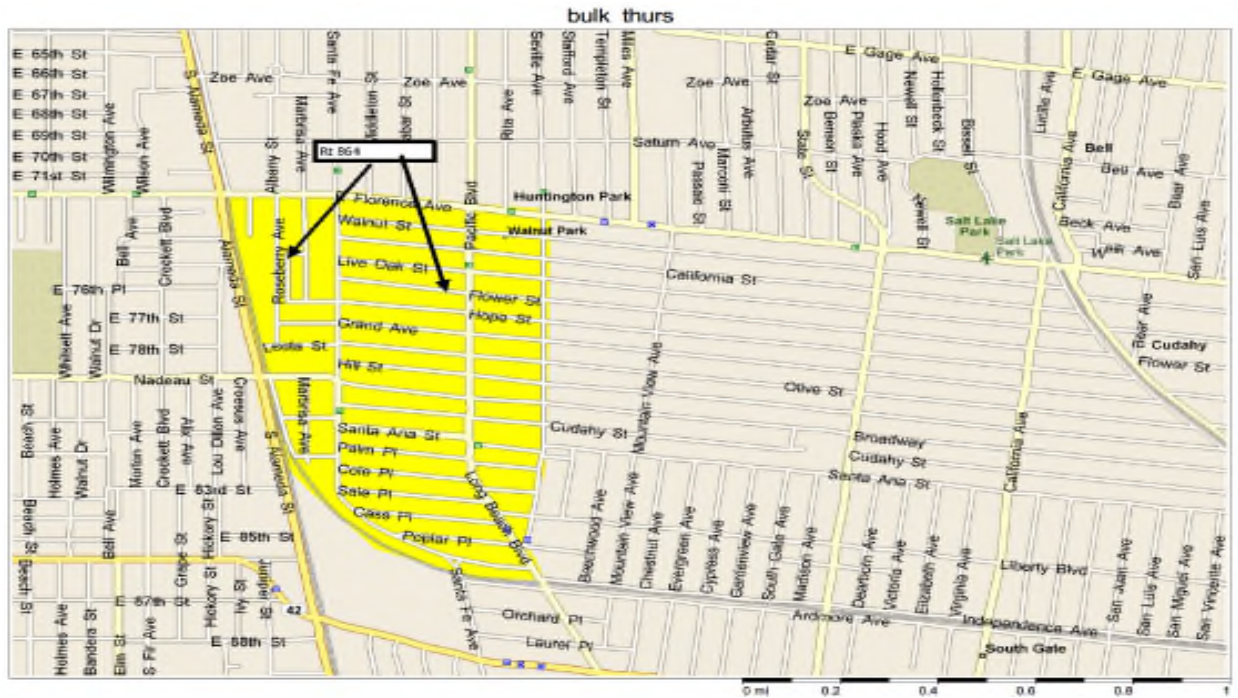


Friday Residential:





Bulky Collection:



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Certain features and information are © 2010 NAVTEQ. All rights reserved. This data is provided as-is. Microsoft and/or its suppliers make no representations or warranties about the accuracy, reliability, or completeness of the information provided. Microsoft and/or its suppliers are not responsible for any errors or omissions in this information. Microsoft and/or its suppliers are not responsible for any damages, including consequential, arising from the use of this information. Microsoft and/or its suppliers are not responsible for any delays or interruptions in the service of this information. Microsoft and/or its suppliers are not responsible for any loss of data or information. Microsoft and/or its suppliers are not responsible for any other damages, including consequential, arising from the use of this information. Microsoft and/or its suppliers are not responsible for any other damages, including consequential, arising from the use of this information.

Exhibit 17-Contractor Documentation

Item B.17 – FACILITIES AND SOLID WASTE FACILITIES

This item consists of 9 pages (including this page).

Item B.17 – FACILITIES AND SOLID WASTE FACILITIES

Facility Type	Owned/Operated By		Address	Hours of Operation	Contact Person
Hauling Company	Republic Services	Long Beach Hauling	Long Beach Hauling 2531 E. 67 th St. Long Beach, CA 90805	Monday - Saturday 5a-7p	Shannon Clark General Manager 704-728-4720 sclark@republicservices.com
Transfer Station	Republic Services	East LA Transfer Station	East Los Angeles Transfer Station 1512 N Bonnie Beach Pl, Los Angeles, CA 90063	M-F 6:00am - 2:30pm	La Shanda Shipp General Manager LShipp@republicservices.com 323-475-3950
Transfer Station	Republic Services	Bel-Art Transfer Station	2495 E. 68th St. , Long Beach 90805	M-F 05:00am - 6:00pm & Sat. 05:00am - 3:00pm	La Shanda Shipp General Manager LShipp@republicservices.com 323-475-3950
Material Recovery Facility - organics	LA County Bureau of Sanitation	Puente Hills MRF	Puente Hills MRF 13130 Crossroads Parkway Industry, CA 91746	Mon.- Sat. 6am -5pm	Chuck Boehmke Department Head CBoehmke@lacs.org (562) 908-4288 x2403
Material Recovery Facility	Republic Services	CVT-Anaheim	CVT Regional Materials Facility 277 E. Gretta Lane, Anaheim, CA 92806	Mon.- Sat. 5am-6pm	James Castro General Manager JCastro@republicservices.com 714-238-3300
Landfill	Republic Services	Sunshine Canyon Landfill	Sunshine Canyon Landfill 14747 San Fernando Rd, Sylmar CA 91342	Mon. – Fri. 6am- 6pm Sat. 8am – 2pm	Chris Coyle General Manager ccoyle@republicservices.com 818.362.2141
Composting Facility	Co-owned by Republic Services and Agromin	Agromin-Chino	Agromin Chino 8100 Chino Corona Rd, Chino, CA 91708	Mon. -Fri. 6am - 4pm	Mike Zwerner General Manager mike@agromin.com 808-807-0677

Composting Facility – commingled green and food waste	Kochergen Farms Composting, Inc.	Kochergen Farms	Kochergen Farms Composting 33915 Avenal Cutoff Rd, Kettleman City, CA 93239	Mon. – Fri. 6am- 5:30pm Sat. 6am – 4:30pm	Katrina Kochergen Owner katrina@allvalleyenv.com 559-498-8378 ext. 10
Composting Facility – commingled green and food waste	Athens	Crown Recycling Services	Crown Recycling Services 9189 De Garmo Ave, Sun Valley, CA 91352	Mon-Fri. 5am-7pm Sat. 6am- 4pm Sun. 7am-3am	Enriquez Gonzalez General Manager enriquegonzalez@athensservices.com 818-504-1424
Construction and Demolition	AIS	American Industrial Services (AIS)	AIS 5626 Cherry Ave, Long Beach, CA 90805	Mon.-Fri. 7:30am– 5:30pm Sat. 7:30am - 2am	Jesus Polanco Operations Manager jesus@aisdisposal.com 323-326-6990
Transformation	SERRF	Southeast Resource Recovery Facility	Southeast Resource Recovery (SERRF) 120 Pier S Avenue Long Beach, CA	Mon. – Sat. 6 am – 6 pm	Alan Foley Operations Officer Alan.Foley@longbeach.gov 562-570-7840
Electronic Waste	E-Recycling of California	E-Recycling of CA	7230 Petterson Lane Paramount, Ca. 90723- 2022	M-F 7am – 4pm	Maureen Craine mcraine@erecyclingofcalifornia.com 562-634-8372

Commodity Types Accepted/Rejected

Landfill Items (Municipal Solid Waste):

Anything not listed below is acceptable for residential, commercial, and industrial customers.

- Barrels - unless rinsed and/or empty with both ends cut off
- Batteries
- Cars, Trucks, Motor Homes, Busses (No Vehicles)
- Corrosive Waste
- Empty tanks - gas, oil, fuel, unless rinsed and/or empty and cut in half
- Flammable Waste
- Fluorescent light tubes
- Hazardous Waste

- Liquids
- Medical Waste
- Paint (can accept if dry or hardened)
- Radioactive waste
- Reactive Waste
- Septic Waste
- Sewage treatment plant solids
- Tires
- Used Oils - motor, hydraulic, mineral, cutting, etc.
- White Goods/Appliances - Refrigerators, washers, dryers, etc.

Recycling Items:

Applicable to residential and commercial accounts.

ACCEPTABLE:

Mixed plastics, Aerosol Cans (empty only), Aluminum & Tin Cans, Aluminum Foil, Cardboard, Cereal Boxes (without lining), Drink Boxes, Egg Cartons, Foam Cups & Plates, Glass Bottles & Jars, Juice Cartons, Junk Mails & Brochures, Laundry Bottles, Magazines, Newspapers, Plastic Bottles & Containers, Plastic Bags, Plastic Milk Jugs, Phone Books, Wrapping Paper, Files & Folders, Mixed Waste Paper & Catalogs, Paper or Frozen Food Boxes, Paper Bags, Flattened Cardboard

NOT ACCEPTABLE:

Waxed & Carbon Paper, Food & Liquid Waste (Soiled Materials), Solid Waste & Yard Waste, Hazardous E-Waste

*NOTES: all recyclables must be empty, clean, and dry ™

Yard Waste:

Applicable to residential and commercial accounts.

ACCEPTABLE:

Grass & Leaves (loose, not bagged); Pruning & Weeds; Twigs & Small Branches (four inches or less in diameter and two feet or less in length); Vegetations (from the yard & kitchen)

NOT ACCEPTABLE: Animal & Food Waste, Construction Debris, Dirt & Rocks, Palm Fronds, Plastic Bags, Rugs, Flooring & Metal, Recyclable & Solid Waste, Hazardous Waste

NOTES: 4 inches or less in diameter and 2 feet or less in length, do not put yard waste in plastic bags

Methodology of Allocating Materials

CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES, shall haul all material collected in the area of Walnut Park Garbage Disposal District to EAST LOS ANGELES Waste and BEL-ART Transfer Stations, as stated in the original proposal.

EAST LOS ANGELES Waste and BEL-ART Transfer Stations have provided us with the following explanation of waste and recycling allocation. As required by this contract, CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES do 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.

EAST LOS ANGELES Waste and BEL-ART Transfer Stations provide transfer, processing and disposal services to CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES for all materials collected for the Walnut Park Garbage Disposal District community. EAST LOS ANGELES WASTE AND BEL-ART TRANSFER STATIONS 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 EAST LOS ANGELES WASTE AND BEL-ART TRANSFER STATIONS 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. EAST LOS ANGELES WASTE AND BEL-ART TRANSFER STATIONS then allocates the tare weight of each vehicle to the final disposal facility. On a monthly basis, EAST LOS ANGELES WASTE AND BEL-ART TRANSFER STATIONS will reconcile each load with weight records and allocations to local landfills.

Green Waste

Green waste materials are handled in the same manner as solid waste is handled in that all weights are carefully tracked from the certified scales through final point of disposal. EAST LOS ANGELES WASTE TRANSFER STATION currently utilizes the Kochergen Farms Composting and Crown Recycling Services (Athens) program for all green waste materials processed. Each load of waste delivered is carefully allocated based upon tare weights on tons delivered.

Commingled Recyclables

BEL-ART RECYCLING & TRANSFER STATION have conducted waste characterization audits of the commingled blue cart recyclables delivered to CVT MATERIAL RECOVERY AND TRANSFER STATION, D/B/A REPUBLIC SERVICES vehicles servicing the Walnut Park Garbage Disposal District 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 jurisdictions 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. BEL-ART RECYCLING & TRANSFER STATION 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

EAST LOS ANGELES WASTE TRANSFER STATION AND BEL-ART RECYCLING & TRANSFER STATIONS 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. EAST LOS ANGELES WASTE TRANSFER STATION AND BEL-ART RECYCLING & TRANSFER STATION reports the weight of each jurisdiction back to CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES, ALLIED WASTE TRANSFER STATION OF CALIFORNIA, LLC. D/B/A REPUBLIC SERVICES and the County of Los Angeles Sanitation Districts, all recovered commodities are also reported back to CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES and ALLIED WASTE TRANSFER STATION OF CALIFORNIA, LLC. D/B/A REPUBLIC SERVICES.

Miscellaneous Materials

Bulky items/Self Haul

EAST LOS ANGELES WASTE TRANSFER STATION AND BEL-ART RECYCLING & TRANSFER STATION also records all bulky items delivered and recovered via CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES and self-haul. In addition to CONSOLIDATED DISPOSAL SERVICE, LLC. D/B/A REPUBLIC SERVICES private citizens, gardeners and haulers deliver a significant amount of materials to EAST LOS ANGELES WASTE TRANSFER STATION AND BEL-ART RECYCLING & TRANSFER STATION. EAST LOS ANGELES WASTE TRANSFER STATION AND BEL-ART RECYCLING & TRANSFER STATION reports all materials based upon the jurisdiction of generation. All materials recovered are allocated based upon weight and jurisdiction of generation.

SAMPLE INVOICE – TRASH – SUNSHINE CANYON LANDFILL

Summary Customer Activity Report											
All Ticket Types History and Wating * - Confirmed Qty Applied to Billing	May 01, 2020 to May 31, 2020 Specific Customer(s) : 100027									All Facilities	
Customer	Inbound	Weight Outbound	Inbound	Volume Outbound	Inbound	Count Outbound	Billing Qty	Material Total	Tax Total	Item Total	Ticket Count
100027-OUTBOUND - SUNSHINE CANYON LF 3C											
MSW	0.00	9,837.46 TN	0.00	0.00 YD	0.00	0.00	9,837.46 TN	\$0.00	\$0.00	\$0.00	461
Customer Totals:	0.00	9,837.46 TN	0.00	0.00 YD	0.00	0.00	9,837.46 TN	\$0.00	\$0.00	\$0.00	461 461
	0.00	9,837.46 TN	0.00	0.00 YD	0.00	0.00	9,837.46 TN	\$0.00	\$0.00	\$0.00	461 461

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Summary Customer Activity Report											
All Ticket Types History and Wating * - Confirmed Qty Applied to Billing	May 01, 2020 to May 31, 2020 Specific Customer(s) : 90027									All Facilities	
Customer	Inbound	Weight Outbound	Inbound	Volume Outbound	Inbound	Count Outbound	Billing Qty	Material Total	Tax Total	Item Total	Ticket Count
090027-OUTBOUND - SUNSHINE CANYON LF 3C											
MSW	0.00	12,439.68 TN	0.00	0.00 YD	0.00	0.00	12,439.68 TN	\$0.00	\$0.00	\$0.00	563
Customer Totals:	0.00	12,439.68 TN	0.00	0.00 YD	0.00	0.00	12,439.68 TN	\$0.00	\$0.00	\$0.00	563 563
	0.00	12,439.68 TN	0.00	0.00 YD	0.00	0.00	12,439.68 TN	\$0.00	\$0.00	\$0.00	563 563

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SAMPLE INVOICE – RECYCLABLES – CVT-ANAHEIM

Summary Customer Activity Report
 May 01, 2020 to May 31, 2020
 Specific Customer(s) : 100039

All Ticket Types
 History and Wading
 * - Confirmed Qty Applied to Billing

All Facilities

Customer	Weight		Volume		Count		Billing Qty	Material Total	Tax Total	Total	Item Count	Ticket Count
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound						
100039-OUTBOUND - CVT CURBSIDERECYCLABLES												
RECYCLABLES	0.00	1,793.29 TN	0.00	0.00 YD	0.00	0.00	1,793.29 TN	\$0.00	\$0.00	\$0.00	121	
Customer Totals:	0.00	1,793.29 TN	0.00	0.00 YD	0.00	0.00	1,793.29 TN	\$0.00	\$0.00	\$0.00	121	121
	0.00	1,793.29 TN	0.00	0.00 YD	0.00	0.00	1,793.29 TN	\$0.00	\$0.00	\$0.00	121	121

Summary Customer Activity Report
 May 01, 2020 to May 31, 2020
 Specific Customer(s) : 90020

All Ticket Types
 History and Wading
 * - Confirmed Qty Applied to Billing

All Facilities

Customer	Weight		Volume		Count		Billing Qty	Material Total	Tax Total	Total	Item Count	Ticket Count
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound						
090020-OUTBOUND - CVT JC												
MSW	0.00	16.65 TN	0.00	0.00 YD	0.00	0.00	16.65 TN	\$0.00	\$0.00	\$0.00	1	
RECYCLABLES	0.00	532.06 TN	0.00	0.00 YD	0.00	0.00	532.06 TN	\$0.00	\$0.00	\$0.00	38	
Customer Totals:	0.00	548.71 TN	0.00	0.00 YD	0.00	0.00	548.71 TN	\$0.00	\$0.00	\$0.00	39	39
	0.00	548.71 TN	0.00	0.00 YD	0.00	0.00	548.71 TN	\$0.00	\$0.00	\$0.00	39	39

SAMPLE INVOICE – GREEN WASTE – CROWN RECYCLING & KOCHERGEN FARMS

Summary Customer Activity Report											
All Ticket Types History and Waiting * - Confirmed Qty Applied to Billing			May 01, 2020 to May 31, 2020 Specific Customer(s): 333341						All Facilities		
Customer	Weight		Volume		Count		Billing Qty	Material Total	Tax Total	Item Total	Ticket Count
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound				Total	Count
333341 - OUTBOUND - Crown Recycling Services - Gr											
YARD WASTE/COMPOST	0.00	1,155.88 TN	0.00	0.00 YD	0.00	0.00	1,155.88 TN	\$0.00	\$0.00	\$0.00	53
Customer Totals:	0.00	1,155.88 TN	0.00	0.00 YD	0.00	0.00	1,155.88 TN	\$0.00	\$0.00	\$0.00	53 53
	0.00	1,155.88 TN	0.00	0.00 YD	0.00	0.00	1,155.88 TN	\$0.00	\$0.00	\$0.00	53 53

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EAST LA TRANSFER STATION - 3894

Page 1 of 2

Summary Customer Activity Report											
All Ticket Types History and Waiting * - Confirmed Qty Applied to Billing			May 01, 2020 to May 31, 2020 Specific Customer(s): 333363						All Facilities		
Customer	Weight		Volume		Count		Billing Qty	Material Total	Tax Total	Item Total	Ticket Count
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound				Total	Count
333363 - OB - KOCHERGEN FARMS COMPOSTING											
YARD WASTE/COMPOST	0.00	2,046.28 TN	0.00	0.00 YD	0.00	0.00	2,046.28 TN	\$0.00	\$0.00	\$0.00	90
Customer Totals:	0.00	2,046.28 TN	0.00	0.00 YD	0.00	0.00	2,046.28 TN	\$0.00	\$0.00	\$0.00	90 90
	0.00	2,046.28 TN	0.00	0.00 YD	0.00	0.00	2,046.28 TN	\$0.00	\$0.00	\$0.00	90 90

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BELART TRANSFER STATION - 3886

Page 1 of 2

Exhibit 17-Contractor Documentation

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS

This item consists of 3 pages (including this page).

Item B.18 – ADDITIONAL CONTRACTOR COMMITMENTS MADE IN ITS PROPOSAL FOR PROCUREMENT OF THIS AGREEMENT

In addition to all other procurement outlined within Items A.1 – B.21, Consolidated Disposal Service, LLC. d/b/a Republic Services is committed to procuring the following additional items to fulfill its obligations to this contract:

- A minimum of 100 reusable bags for distribution at Director requested community events.



- Upon Director's request, provide up to \$1,000 worth of miscellaneous promotional items. These may include items similar to the following:



- Printing and/or postage services for the following:
 - Monthly postcards
 - Twice per year special announcement flyers
 - Five times during Term, magnets or similar
 - Monthly bilingual articles
 - Bilingual special announcements upon Director's request

Exhibit 17-Contractor Documentation

Item B.19 – TRANSITION ROLL-OUT PLAN

This item consists of 8 pages (including this page).

Item B.19 – TRANSITION ROLL-OUT PLAN

As the County's current service provider to the Walnut Park Garbage Disposal District, Consolidated Disposal Service, LLC. d/b/a Republic Services will need to implement limited transitional roll-out services. However, we continue to be seasoned experts in the low-risk, successful transition of services from current providers to Republic Services and would like to use this subsection to outline our standard transitional processes/procedures. Through transparent and involved collaboration with the County, our seamless transition will leave the County and its Walnut Park customers happy with your choice to keep Republic Services as the community's designated waste hauler.

Successful transitions cover many details and require strong communication.

- Communication is key to a successful transition
- Capital asset procurement and delivery
- Driver hiring, training and route planning
- Community education and messaging

Republic Services successfully implements more than 75 new municipal contracts each year, and we will bring our national strength and local expertise to every one of them.

Each transition takes into consideration the unique needs of the contract and the County of Los Angeles. The key to success, regardless of project details, relies on communication:

- We start with a transition timeline, crafted in collaboration with the County. This transition plan includes milestones, roles/responsibilities and contact information.
- Frequent, pro-active communication with the County to ensure no surprises along the way. Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is sharing news as that gives everyone a chance to prepare and respond in a timely fashion.
- Data sharing and operational field coordination with current contractor to ensure all open requests are met and service information is accurate.

Monitoring of open service notes/tickets is critical, especially when the transition date nears. The current hauler is responsible for the service note up until the current contract expires; there may be some service issues that cannot be resolved in the time allotted and will become the new haulers responsibility. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.

Container removal and delivery also require careful coordination with field crews. Timely and appropriate communication with residents and businesses—from events and mailings... to website information and direct communication (phone, email, live chat). Redundant communications through a variety of channels is imperative to a successful transition.

- Daily communication with the internal team to assess project status and time line benchmarks.
- Regular communication with vendors supplying containers, printed material, trucks and on-board computing systems.

Our operational management team meets daily with our supervisors and maintenance team to ensure critical-path items are addressed.

The publicity and education team meet with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects of the rigorous training for customer service staff and drivers.

Dedicated phone lines, contract-specific information, route development and truck test drives combine to bring a safe and well-informed team to the Walnut Park community.

Our experience has shown that relationships matter—when we need equipment, we get it. Our national strength and buying power is leveraged for your benefit. Locally, we have secured relationships with key printing/mail house partners who put our needs first in a time-critical situation.

Schedule of Key Operations Tasks

This schedule anticipates time requirements to accomplish tasks. It can be programmed to accommodate any contract award date and adjusted to reflect subtasks.

- 1) Execute Agreement with County. The official ramp up period begins, which triggers all other tasks, below. July 2020.
- 2) Driver and Customer Review Sessions. Republic will conduct driver and customer review training sessions to ensure everyone understands any new service parameters. July 2020.

Schedule of Key Administrative Tasks

- 1) Develop New Education and Outreach Materials. The Company will work with County staff to develop and print the transition mailers and guide to services. June and July 2020.
- 2) Print Collateral Materials. As soon as all collateral materials are developed, they will be sent to print. June and July 2020.
- 3) Mail Introductory Packets. Based on decision reached with the County, direct mail of introductory packets will be either at once, or in waves by route. Date indicated on implementation schedule is mailing start date. June and July 2020
- 4) Operations. Equipment acquisition & container delivery. June 2020.
- 5) Introductory Community Meetings. Republic will conduct introductory community meetings before the start of the new contract to describe changes in the contract. These will be scheduled in partnership with the County at designated facilities, schools, chambers, etc. The date indicated on the implementation schedule is the start of the meeting dates. July 2020.

There are three parts to Republic's transition roll-out plan:

- Transition Plan Description
- Collection route planning and assumptions; and
- Implementation timeline.

These are considered in the same order as listed above.

Transition Plan Description

Republic Services understands the importance of a well-organized implementation plan and transition between the County's existing haulers and Republic Services. A smooth transition is a critical element to the success of a new program and in building confidence and rapport with our customers.

The key personnel involved in the transition and the specific duties and responsibilities of each team member are delineated below. Every team member involved in the transition has extensive experience in successfully implementing new municipal contracts. In addition, for more detail regarding Republic's customer service procedures and approach during service initiation, see Customer Service during the Transition, below.

Republic is known for its well organized and systematic planning and implementation of new contracts with particular emphasis on a high degree of communication between Republic, the County and the service recipients prior to, during and after the start-up of a new contract. With every new contract, Republic prepares a comprehensive plan that details the division of duties and responsibilities among the various key employees, specific tasks and procedures, timeline for completion, and checklists for completion of required tasks. To ensure a smooth and orderly transition, our Implementation Plan, particularly for the areas of customer service and public information and educational outreach, commences upon the execution of our contract and extends well beyond the date of commencement of service. A preliminary Implementation Timeline reflecting the tasks identified below and corresponding target timeframes are included in this section. This, of course, is fairly simple given Republic has all the necessary equipment and infrastructure in place already.

Key Personnel and Transition Team Members:

Republic is very experienced in the planning and implementation of new service, whether introducing new services within existing contracts or the initiation of service to an entire jurisdiction.

The key to a successful transition is an experienced transition team led by experienced team leaders. At Republic, the transition team leaders include Shannon Clark, General Manager; Manuel Gouveia, Municipal Relationship Manager, and Lupe Vasquez, Operations Manager; who, together, bring years of transition experience from some of the largest and most challenging municipalities in Texas and California respectively.

Ms. Clark, Mr. Gouveia, and Mr. Vasquez will administer the Garbage Disposal District, act as liaisons to the County, and work with County staff regarding contract

administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase of this new contract period.

Please reference Item B.15 in Exhibit 17 for a comprehensive list of all key personnel.

Initial Scoping Session

Immediately upon contract award the key transition team members (referenced above) will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto.

Customer Service during the Transition

CSRs will handle service and billing-related inquiries and complaint visits and calls with the utmost courtesy, promptness, and efficiency. As noted in other sections, Republic CSRs undergo extensive training initially and on an ongoing basis to ensure the highest quality of service to our customers. Republic representatives are trained to navigate the required phone systems, follow the required protocols for customer call backs, understand Republic's protocol and policies for responding to any service and billing-related calls, use the automated customer call log and work order system (InfoPro) to log all calls made and received, as necessary, and process and close all work orders produced through the system. A CSR supervisor will be available at all times to handle unusual or difficult situations.

Preliminary Customer Database Information

The first step in the process includes the determination of all residential properties and unit counts, and property owner names, addresses (service and billing addresses) and phone numbers, associated with each service address.

Republic Services will use the customer information received from the County to create a preliminary database suitable for routing the residential service sector and to create our preliminary customer database for future billing and work order preparation. Please note that this step may not be required for initial residential mailing since it is anticipated that the County will be providing addresses information to Republic Services that could easily be converted to mailing labels to facilitate a mass mailing, even before the data is entered into our system. Also, the above timeline assumes that we receive the customer database information from the County shortly after the contract award, and in a format that could be downloaded for conversion into our customer database, as we have experienced with other municipal contract start-ups.

Once this step is complete, the correct service address, billing address (if different), unit count, and phone number for each service recipient, will be included in our customer master file (which services as our customer billing and work order database file).

Equipment Acquisition

Vehicles

Republic will have all of the necessary vehicles in place to commence Garbage Disposal District services in the Service Area in accordance with the Contract. Please refer to the equipment chart included within Item A.2 of Exhibit 17 for more information.

Carts

Republic will have all of the necessary carts and bins/dumpsters in place to commence Garbage Disposal District services in the Service Area in accordance with the Contract. Please refer to the equipment chart included within Item A.2 of Exhibit 17 for more information.

Development of Routing System and Route Sheets

Through the use of our RouteSmart routing system (which accepts down-loaded data from InfoPro), Republic has created optimal sequential routing, route entry and exit points, and sequential routing printouts (route sheets) and computerized route and base maps for the areas to be served. The routing information will be uploaded into InfoPro which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

Republic has designed and developed routes in an effort to minimize impacts on service recipients. To the extent possible, Republic has developed route patterns and schedules in view of the current collection schedules, to minimize service interruptions and unnecessary confusion to residential and multi-family accounts. However, our proposed collection schedule as outlined is based on the compliance with the County's Street sweeping schedule. A goal will be to develop route entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, as much as possible.

In addition to the above, Republic has paid close attention to the following issues when developing routes:

- Hours of Operation: Republic determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified by the Sample Contract.
- Traffic patterns: Republic attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not only beneficial to the service area but increases Republic's collection efficiencies.

All new routes will be developed on coded County parcel maps and accompanied by sequential routing print-outs.

Please reference the route maps and schedules that have been outlined in Item B. 16 of Exhibit 17 for specific details.

Written Notices and Outreach Materials

Republic will work with the County to develop promotional and educational materials as per the Sample Contract. The information contained in these collateral materials shall be based on the Agreement specifications and the outcome of a collaborative process between the County and Republic. The Company understands such materials are to be distributed prior to program commencement and on a basis determined by the County thereafter to all residents. All outreach materials will be printed in English and Spanish, in color, will be approved by the Director, and shall include but not be limited to all or a combination of the following information:

- Service Area Name
- Republic Contact Information/Public Works Contact Information
- Regular and Special Collection Services Available (including bulky item collection service)
- Collection Schedule/Holiday Collection Schedule
- Other Pertinent Information

The following information will be developed and approved by the County for distribution:

Service Transition Mailers

As may be needed, based on program changes incorporated into the finalized Garbage Disposal District Agreement, Republic will develop a “Customer Terms and Conditions” and “Service Brochure” to all service recipients, describing any new services and programs. This mailer will be submitted to the County in draft form for final approval, prior to distribution. The Service Transition Mailers will announce the new services (with all pertinent details related thereto), associated dates, and other key transitional information. The transition mailer will include updated service guidelines.

Within 30 days after the Award Date or other date designated by Director, Republic will print and first-class mail Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to Republic.

Within 60 days prior to the Commencement Date or other date designated by Director, Republic will 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.

Community Meetings

Prior to contract commencement, Republic will conduct community meetings to inform all customers—of any new services, as needed. Two weeks prior to the community meetings Republic will publish meeting information by written notice. On an as-needed basis and upon request by the Director/Designee throughout the duration of the contract, Republic will attend and/or host community meetings explaining hauler transition and up to twenty community meetings among residents within the service area to provide information on services. Meetings may be with individuals, property owners, multi-family complexes, property managers, homeowner’s associations, and others at the direction of the Director/Designee.

Commencement Start Date:

At the time of this submission, the commencement start date of this contract is scheduled for August 01, 2020.

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

Consolidated Disposal Service, LLC. d/b/a Republic Services is uniquely familiar with many of the common difficult to service areas. The Company's experience in the service area includes hard-to-service winding, steep inclined roads with limited access.

Consolidated Disposal Service, LLC. d/b/a Republic Services currently uses and will continue to employ the use of two special collection vehicles (known as scouts) to facilitate collection in such areas in a safe manner.

Consolidated Disposal Service, LLC. d/b/a Republic Services will provide manual container roll-out for all, or a portion of, collection at the request of any Customer for the charge noted in our pricing proposal forms, without issuing an additional charge for elderly or disabled occupants. The following roll-out services will be made available to Walnut Park Garbage Disposal District customers:

- Full Service (Up to 50 feet) Carts
- Extended Full-Service Carts
- Minimum Service (Up to Ten feet) Carts
- Dumpsters

Exhibit 16-Contractor Documentation

Item B.21 – MOVEMENT OF GREEN WASTE

This item consists of 6 pages (including this page).



COMPLIANCE AGREEMENT for the use with MASTER PERMIT QC 1289/1290/1291/1292/1337
[Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]

Provisions for the Intrastate Movement of **GREEN WASTE**
Originating within the State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (CCR 3435)
- Huanglongbing (CCR 3439)
- European Grapevine Moth (CCR 3437)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/*Phytophthora ramorum* (CCR 3700)

Compliance Agreement No: 19-GW-0027

1. PROGRAM

The California Department of Food and Agriculture (CDFA), and the Los Angeles County Agricultural Commissioner cooperating as the Program.

PROGRAM INFORMATION

Los Angeles County Agricultural Commissioner's Office

Street Address: 12300 Lower Azusa Rd

City: Arcadia Zip Code: 91006

Program Officer: Keith Okasaki - CDFA

Phone (626) 575 - 5471 Fax (_____) _____ - _____

Email Keith.Okasaki@cdfa.ca.gov

2. BUSINESS/ESTABLISHMENT:

Establishment Name (subsequently referred to as "Establishment"):

Consolidated Disposal Service, L.L.C. dba Republic Services

ESTABLISHMENT INFORMATION

Owner Name _____

Manager Name Shannon Clark

Phone (704) 728 - 4720 Fax (_____) _____ - _____

Email sclark@republicservices.com

Mailing Address: 2531 E. 67th St.

City: Long Beach, CA Zip Code: 90805

(check box if physical address is the same as mailing address)

Physical Address: _____

City: _____ Zip Code: _____

Thos Bros _____ X St _____

GPS _____

BACKGROUND:

The pests known as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* present a real and ongoing threat to the agricultural industry, environment and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of these pests from established areas to new locations. The Program is a cooperative effort between public entities that are responsible for mitigating the movement of these pests from regulated areas where the pest is established to new locations.

AGREEMENT:

A. The Program, will permit your establishment to self-execute the quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

CHECK ALL EXHIBITS THAT APPLY:

- Exhibit GW2 **BIOMASS/COGENERATION (Processed and Unprocessed)**
- Exhibit GW4 **COMPOSTING (Processed and Unprocessed)**
- Exhibit GW6 **LANDFILL (Processed and Unprocessed)**
- Exhibit GW10 **HAULER/TRANSPORTER Moving Green Waste Resulting from the Processing of Regulated Articles (e.g. bulk grapes for crush) that Originated in a Quarantine Area**
- Exhibit GW12 **TRANSFER STATION**

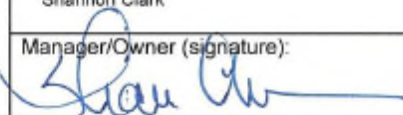

B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the quarantine requirements for each pest checked on page 1;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of <u>Los Angeles</u> in the State of California on <u>6/24/20</u>	
Establishment by: (print name) Shannon Clark	Program by: (print name) Keith Okasaki
Manager/Owner (signature): 	Program Officer (signature): 



COMPLIANCE AGREEMENT for the use with Master Permit QC 1289/1290/1291/1292/1337

**EXHIBIT: GW10
GREEN WASTE – TRANSPORTER/HAULER**

Provisions for the Intrastate Movement of
PROCESSED AND UNPROCESSED GREEN WASTE
Originating within the State Interior Quarantine Area for (check all that apply)

- Asian Citrus Psyllid (CCR 3435)*
- Huanglongbing (CCR 3439)
- European Grapevine Moth (CCR 3437)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/*Phytophthora ramorum* (CCR 3700)

***Compliance Agreement not required when green waste remains within the quarantine area.**

A. Green Waste Definitions and Regulatory Movement Requirements

'Green Waste' is unprocessed or processed vegetative material which contains any of the following or a mixture thereof: stems, leaves, culls, discarded fruits and vegetables, grass clippings, weeds, yard trimmings, wood/vine/processing/harvesting waste, hulls, bark, branches, logs and stumps, home garden/field/vineyard/grove/orchard residues, duff, mulch, compost, and other miscellaneous plant materials.

1. 'Unprocessed Green Waste' is 'Green Waste' in the raw state. It has not undergone any mechanical procedure to lessen the pest risk and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Unprocessed Green Waste', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Unprocessed Green Waste' is regulated, and it must remain within the quarantine area.
2. 'Processed Green Waste' is 'Green Waste' that has undergone some mechanical procedure to lessen or eliminate the pest risk. Depending upon the degree of processing, it may or may not be a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste', from a Quarantine Area, that is not completely processed into 'Compost' must have a Program issued compliance agreement. The movement of 'Processed Green Waste' is dependent upon the degree of processing (mulch or compost). Refer to items a and b.
 - a) 'Mulch' is 'Processed Green Waste' that has been chipped, ground or shredded. 'Mulch' is not completely processed and still poses a pest risk, and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Mulch', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Mulch' is regulated, and it must remain within the quarantine area.
 - b) 'Compost' is 'Processed Green Waste' composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk, and is therefore not a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Compost', from a Quarantine Area, are not required to have a Program issued compliance agreement. The movement of 'Compost' is unregulated, and it may move within or outside of any quarantine area.

Initial
Rev. 4/6/15

Date
Page 1 of 3

***In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

B. For each of the quarantines checked above, the Establishment agrees to:

1. Vehicle and/or Trailer Requirements

Only transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a).

- 23114. (a) A vehicle may not be driven or moved on any highway unless the vehicle is so constructed, covered, or loaded as to prevent any of its contents or load other than clear water or feathers from live birds from dropping, sifting, leaking, blowing, spilling, or otherwise escaping from the vehicle.
- 23115. (a) No vehicle transporting garbage, swill, used cans or bottles, wastepapers, waste cardboard, ashes, refuse, trash, or rubbish, or any noisome, nauseous, or offensive matter, or anything being transported for disposal or recycling shall be driven or moved upon any highway unless the load is totally covered in a manner that will prevent the load or any part of the load from spilling or falling from the vehicle.

2. Safeguarded Conveyance

- a) Transport green waste in a fully enclosed vehicle or trailer, **or**
- b) Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

3. Approved Receiver

Only move green waste to an approved green waste receiver under compliance agreement for the applicable pest checked above or as specified in special instructions.

4. Movement of Green Waste**

Unprocessed green waste and green waste processed incompletely (mulch) must be moved to a receiver within the Quarantine Area, operating under a Program issued Compliance Agreement for each applicable pest checked above.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California except vineyards located outside an EGVM quarantine area.

***In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

5. Shipping Documents and Quarantine Certification

- a) Ensure applicable quarantine certification accompanies each shipment **and**;
- b) Provide a copy of the bill of lading (or other shipping document) and quarantine certification to receiver.

- 6. **Trailer Cleaning**
Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.
- 7. **Direct Route**
Transport green waste from the origin facility to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.
- 8. **Spill Notification**
Notify the local county agricultural commissioner of a green waste spill as soon as possible, but no later than 24 hours after a spill.

SPECIAL INSTRUCTIONS:

Shannon Clark



6/24/20

Printed name (Owner/Manager)

Signature of Establishment

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement