COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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March 17, 2005

IN REPLY PLEASE
REFER TO FILE: AS-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICT 2
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT:

1. Award the contract to H&C Disposal Company, Inc., located in Hawthorne, California, for the automated collection of refuse and its transportation and management (including disposal), as well as the separate automated collection and management of recyclable materials and green waste generated by all single and multi-family residences, businesses, commercial enterprises, and industrial establishments within the Athens/Woodcrest/Olivita Garbage Disposal District. The contract's annual amount of $1,496,209 will be obtained from funds included in the District's proposed Fiscal Year 2005-06 budget. The term of the contract will be 60 months, commencing on July 1, 2005, and ending June 30, 2010.

2. Delegate authority to the Acting Director to execute this contract and to terminate this contract, if, in the opinion of the Acting Director/Director, termination is in the best interest of the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to award the contract for the automated collection, transportation, disposal/management of refuse, and the separate automated collection

and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments in the District.

Collection and proper management of solid waste generated within the County's seven garbage disposal districts are provided by private sector under contract with the County. The current contract for these services in the District will expire on June 30, 2005. The recommended contract is required to continue to meet the refuse, recyclable, and green waste collection requirements of the District residents and businesses. To meet the requirements of the California Integrated Waste Management Act of 1989, Assembly Bill 939, the contractor will be required to provide special containers to all single-family and duplex residents for the collection of green waste (i.e., lawn clippings, etc.) and for recyclable materials (i.e., newspapers, metal cans, etc.). This contract also requires the contractor to provide recyclable and green waste collection services to other District customers upon their request and/or as directed by Public Works.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since providing continuous refuse collection and disposal services to residential and business establishments within the District without interruption, protects the environment, and health and safety of District residential, and business establishments, as well as improves the quality of life within the District.

FISCAL IMPACT/FINANCING

Annual payment to the contractor will be $1,496,209, which is based on the contractor's monthly fees of $124,684.08 for refuse, recyclable, and green waste collection and disposal. This contract will be for a period of 60 months, commencing on July 1, 2005, and ending June 30, 2010. Work under this contract may be canceled or terminated anytime by the County, with cause, upon providing at least 60 days' written notice to the contractor. However, this contract may be canceled, without cause, after 36 months.

Payment adjustments for the refuse collection and recycling services will be based on the workload and/or on the contractor's demonstration that significantly higher disposal fees are being imposed on its operations. The proposed contract does not provide for payment adjustments due to increase in the Consumer Price Index.

Funding for this contract has been included in the proposed Fiscal Year 2005-06 budget for the District. Based on the contractor's annual contract amount, a Proposition 218

process will not be necessary, as the current fees assessed to the District's property owners are sufficient for funding this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract as authority to contract for this service is expressly provided by statute (Public Resources Code Section 49019). County Counsel concurs with this determination.

CONTRACTING PROCESS

On December 21, 2004, Public Works solicited proposals from 128 Countywide permitted haulers approved by the County Department of Health Services to operate within the District. Also, a notice of bid availability was placed on the County's bid website (Enclosure C) and an advertisement was placed in the Los Angeles Times for ten consecutive days.

On January 26, 2005, five proposals were received. Public Works reviewed each bid to determine if the bidder was responsible and responsive. All bidders were found to be responsible and responsive. It is recommended that this contract be awarded to the lowest cost, responsible, and responsive bidder, H&C Disposal Company, Inc., located in Hawthorne, California. The contractor has met all the minimum qualifications, having proven capability and experience to successfully provide the requested service in accordance with the contract's specifications and having demonstrated an understanding of the work required.

As requested by your Board, the contractor has submitted a safety record which, in our opinion reflect that activities conducted by the contractor in the past have been according to reasonable standards of safety.

Evidence of the required Comprehensive General and Automobile Liability insurance policies naming the County as additional insured, Workers' Compensation insurance, and a performance security will be obtained from the contractor before any work commences.

This contract contains Board-ordered contract terms regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after expiration or termination of the contract, the Safely Surrendered Baby Law, and the County protest policy.

Enclosure B reflects each bidder's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, acting on behalf of the Athens/Woodcrest/Olivita Garbage Disposal District, hereinafter referred to as "County," and H&C Disposal Company, Inc., located in Hawthorne, California, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County (Board) of the Contractor's Bid filed with the County on March 17, 2005, hereby agrees to provide services as described in the attached specifications for services of collecting/disposing of refuse and for collecting/managing recyclable material and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments within the Athens/Woodcrest/Olivita Garbage Disposal District as described herein, but not limited to Exhibit A, Scope of Work, subject to the following:

- At any time designated and/or requested by the Director/Designee, Contractor shall, in coordination with the Director/Designee, utilize its assigned District collection vehicles to display environmental messages on magnetic billboards to promote waste reduction and community events. Contractor shall be responsible for printing and maintaining these billboards at no additional cost to the District. Contractor shall provide the information for the billboards to Public Works for review and approval prior to printing. The billboard dimensions shall be three feet by six feet.

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, map of the Athens/Woodcrest/Olivita Garbage Disposal District; Exhibit F, map of the alleys and street within the Athens/Woodcrest/Olivita Garbage Disposal District; and the Contractor's Bid, all attached hereto, and Addenda to the Invitation for Bids are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of this Contract documents.

THIRD: That the County agrees, in consideration, of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Form PW-2, an annual amount not to exceed $1,496,209, or such greater amount as the Board may approve.

FOURTH: This Contract will be for a period of 60 months, commencing on July 1, 2005, and ending on June 30, 2010, subject to the following:

- Nonwithstanding the provision for set forth in, Exhibit B, Section 3.R.4, Termination for Convenience, the County may cancel Task One, without cause, anytime after 36 months, upon giving Contractor at least 60 days' written notice. In any event, this Contract may be cancelled or terminated at anytime by the County, with cause, at anytime during the term of this Contract upon giving the Contractor at least 60 days' written notice, subject to the provisions governing default set forth in Exhibit B, Section 3.R.1.

FIFTH: Task Two as outlined in Exhibit A and Form PW-2 , Schedule of Prices, is deleted from this Contract.

SIXTH: That 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.

SEVENTH: That the Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: That the Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's 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 Contract Manager in writing.

NINTH: That the Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

TENTH: That no cost-of- living adjustments shall be granted.

ELEVENTH: That in the event that terms and conditions which may be listed in the Contractor's bid conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

TWELFTH: That the Contractor agrees in strict accordance with this Contract's specifications and conditions to meet the County's requirements.

THIRTEENTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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

COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT

By_____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

By _____
Its Secretary

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SECTION 1

SCOPE OF WORK

ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT

A. Public Works' Contract Manager

Public Works' Contract Manager for Task One will be Ms. Virginia Maloles of Environmental Programs Division, who may be contacted at (626) 458-3562, or at vmaloles@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m.

Public Works' Contract Manager for Task Two will be Mr. Lance Grindle of Road Maintenance Division, who may be contacted at (323) 776-7552, or at lgrindle@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m.

The Contract Managers are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor will be notified in writing when there is a change in the Contract Managers.

B. Work Location

See Exhibit E, Athens/Woodcrest/Olivita Garbage Disposal District map.

C. Work Description

The work to be accomplished under these Specifications consists of **Task One** and **Task Two**, Street and Alley Cleanup Program.

Task One requires the Contractor to furnish all labor, supervision, materials, and equipment necessary for the automated collection, transportation, disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District.

Task Two requires the Contractor to furnish all labor supervision, materials, and equipment necessary for collecting, transporting, and disposing/management of refuse, debris, major appliances, white goods and metallic discards by weight, and covered electronic devices and other consumer electronic devices by weight from all streets and alleys within the District.

1. General

The work to be performed under these specifications for Task One shall include the furnishing of all labor, supervision, material, and equipment necessary for the automated collection, transportation, and disposal of refuse, and the separate automated collection and management of recyclable materials, and green waste, as defined in Exhibit B, Section 1.B, Definitions, from all residences, multi-family residences, businesses, and commercial/industrial establishments within the territory of the County as included in the aforementioned District.

The streets within the District have signs posted with the County street sweeping schedule (see Exhibit F, Maps of Sweeping Routes for the Streets and Alleys in the Athens/Woodcrest/Olivita Garbage Disposal District). It is the intent of the District to clean these areas one working day before the intended sweeping operations. The Contractor's cleanup schedule shall therefore be consistent with the County's street sweeping schedule and shall indicate, in an appropriate manner and to the satisfaction of the Director/Designee, the days on which the weekly cleanup operation shall be conducted throughout the District. Said schedule shall meet with the approval of the Director/ Designee.

Any solid waste services provided to land, buildings, or facilities owned or controlled by the County or any other entity governed by the Board, the Federal government, the State of California, any school district, or any entity that is excluded by law, will be excluded from this Contract.

The work to be accomplished in Task Two shall include the furnishing of all labor, supervision, material, and equipment for the separate collection, transportation, and disposal/management of refuse, debris, major appliances/white goods and metallic discards by weight, and covered electronic devices and other consumer electronic devices by weight from all streets and alleys within the District.

The boundaries of the District are defined by resolution of the Board establishing this District. The District's boundaries may be changed or altered during the term of this Contract.

Contractor shall dispose of refuse at permitted facilities pursuant to Title 20 of the Los Angeles County Code, and all other Federal, State, and local laws and regulations. Except as noted otherwise, Contractor shall not collect, transport, or dispose hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract.

Unless otherwise approved in writing by the Director/Designee, Contractor shall not dispose of recyclable materials and green waste in a disposal site and/or transformation facility.

The work shall be done in a thorough and professional manner to the satisfaction of the Director/Designee. The Director/Designee shall approve or disapprove Contractor's performance under this Contract. Contractor shall have the exclusive duty, right, and privilege to collect, transport, and dispose/manage all refuse, recyclable materials, and green waste generated within the District in return for the exclusiveness of this Contract and other considerations provided for herein. Contractor agrees to collect, transport, and dispose/manage all refuse, recyclable materials, and green waste generated within the District, except as herein provided.

All refuse, recyclable materials, and green waste collected by Contractor shall be and become Contractor's property from the time when they are deposited at the curbside or locations otherwise designated for such collection.

The exclusive provisions hereof shall not preclude any person, firm, or corporation within the District who requires daily or other service in excess of the minimum service herein provided, insofar as it pertains to the collection of refuse, recyclable materials, and green waste, from entering into a separate agreement with either Contractor or with some other person, firm, or corporation not connected with the District, for such service.

2. Frequency of Collection

Contractor shall make automated collection of refuse, the separate automated collection of recyclable materials and green waste in unlimited amount from all residences, multi-family residences, businesses, and commercial/industrial establishments, vacant lots, and places of habitation within the District.

Except for the holiday collection schedule outlined in this Exhibit's Section 1.C.5, Holiday Collection, all refuse, recyclable materials, and green waste shall be collected once during each calendar week between the hours of 7 a.m. and 5 p.m. with not more than six days elapsing between one collection and the next. Routes of collection shall be arranged so that collection shall be made on the same day(s) of each succeeding week. See this Exhibit's Section 1.C.3, Frequency of Collection for Commercial Food Establishments, and Section 1.C.4, Frequency of Collection for Hotels and Motels, for additional requirements.

Contractor may be required, upon oral or written request from the Director/Designee, to return to any collection route to collect refuse, recyclable materials, and green waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

3. Frequency of Collection for Commercial Food Establishments

Contractor shall make daily automated and separate collections of refuse, recyclable materials, and green waste in unlimited amounts from commercial food establishments between the hours of 7 a.m. and 5 p.m., except on Sundays and holidays.

Commercial food establishments shall include restaurants, food markets, bakeries, catering establishments, and/or other food processors, manufacturers, or distributors located within the District. All collections of refuse, green waste, and recyclable materials from above establishments shall be made from an area outside of the building, designated by the owner or operator of the establishment for the storage of refuse, recyclable materials, and/or green waste. Contractor shall collect refuse, recyclable materials, and green waste from commercial food establishments with suitable leak-proof, collection vehicles and equipment.

4. Frequency of Collection for Hotels and Motels

Contractor shall make automated and separate collection of refuse, recyclable materials, and green waste in unlimited amounts from hotels and motels twice each calendar week between the hours of 7 a.m. and 5 p.m.

5. Holiday Collection

When the collection day falls on New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, December 25, or when any of the foregoing holidays occurs on a Saturday and/or Sunday, but is legally observed on the previous Friday and/or the following Monday, respectively, Contractor shall choose one of the following options, which shall remain in force for the life of this Contract:

a. Collect one day prior to or one day after the holiday, provided that regular collection can be maintained on scheduled days the remainder of the week, or

b. Provide for collection the day after the holiday and collect one day later than the regularly scheduled day during the remainder of the week.

Contractor shall notify the Director/Designee of Contractor's intended option and provide the holiday collection schedule to demonstrate Contractor's ability to maintain the scheduled collection. Contractor's intention for holiday collection shall be clearly stated in the published collection schedule and in the notice mailed or delivered to residences, multi-family residences, businesses, and commercial/industrial establishments, other than commercial food establishments of the District, and further provide that one collection is made during each calendar week. The published collection schedule shall be maintained at all times.

Contractor shall publish the holiday collection schedule for each of the foregoing six holidays in a newspaper of general circulation within the District at least one week before the holiday occurs. All publications shall adhere to guidelines outlined in this Exhibit's Section 1.C.12, Published and Written Notices.

6. Automated Collection Services - Minimum Standards

a. Container Sizes

Contractor shall provide automated collection of refuse and the automated and separate collection of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. Unless directed otherwise by the Director/Designee or upon a District customer's request for a smaller container, Contractor shall:

1) Provide sufficient number of 96-gallon refuse containers free of charge to each dwelling unit of all residences and multi-family residences within the District.

2) Provide sufficient number of 64-gallon recyclable material containers free of charge to each dwelling unit of all residences and multi-family residences within the District.

3) Provide sufficient number of 64-gallon green waste containers free of charge to each dwelling unit of all residences and multi-family residences within the District.

The number of refuse, recyclable material, and green waste containers provided shall be equivalent to the number of refuse units assigned to each single and multi-family residences as specified in this exhibit's Section 2A.2, Count of Refuse Units.

4) For those multi-family residences with limited space for storage of a large number of refuse, recyclable, and green waste containers and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these multi-family residences without any cost to the owner, tenant, manager, or homeowner association of said properties. Contractor may provide dumpster/roll-off receptacle(s) of one, two, or three cubic yard capacity to multi-family residences with three or more dwelling units for providing automated and separate collection of refuse, recyclable materials, and green waste as long as such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, managers, and/or homeowner associations of the multi-family residences. Contractor shall employ its approach, strategy, and methodology to provide automated refuse collection services to multi-family residences especially to those with limited storage area and limited space for placement of the containers at the curb as outlined in the Contractor's Proposal.

5) Provide sufficient number of 96-gallon refuse containers free of charge to each business and commercial/industrial establishment within the District. The number of refuse containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in this Exhibit's Section 2.A.2, Counts of Refuse Units.

6) Provide sufficient number of 64-gallon recyclable material containers free of charge to each business and commercial/ industrial establishment. The number of recyclable material containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/ industrial establishment as specified in this Exhibit's Section 2.A.2, Counts of Refuse Units.

7) Provide sufficient number of 64-gallon green waste containers free of charge to each business and commercial/industrial establishment. The number of green waste containers provided shall be equivalent to the number of refuse units assigned to each business and commercial/industrial establishment as specified in this Exhibit's Section 2.A.2, Counts of Refuse Units.

8) For those businesses and commercial/industrial establishments with limited space for storage of a large number of refuse, recyclable, and green waste containers, and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these businesses and commercial/industrial establishments without any cost to the owner, tenant, manager of said properties. Contractor may provide dumpster/roll-off receptacle(s) of appropriate capacity to these businesses and commercial/industrial establishments free of charge for providing automated and separate collection of refuse, recyclable materials, and green waste as long as such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, and managers of the businesses and commercial/industrial establishments within the District. Contractor shall employ its approach, strategy, and methodology to provide automated refuse collection services to businesses and commercial/industrial establishments as outlined in the Contractor's Proposal.

9) Make automated collection of refuse generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least once a week, on the same day of each week, and during the hours specified for regular collection.

Make automated collection of separate recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least once a week, on the same day of each week, and during the hours specified for regular collection.

No alternative collection schedule shall be permitted unless approved, in writing, by the Director/Designee.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from each dwelling unit of all residences and multi-family residences shall include once-a-week collection from three containers, one for refuse, one for recyclable materials, and one for green waste multiplied by the assigned number of refuse units. Residents who request an extra container(s) in

excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified Form PW-2, Schedule of Prices. Other than the additional fee to cover the cost for the use of the extra containers, Contractor shall provide automated collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the residents.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from businesses and commercial/industrial establishments shall include once-a-week collection from a number of refuse, recyclable materials, and green waste containers as specified above. Businesses and commercial/industrial establishments which request an extra container(s) in excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified in Form PW-2, Schedule of Prices. Other than the additional fee to cover the cost for the use of the extra containers, Contractor shall provide automated collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the businesses and commercial/industrial establishments.

Should other collection mechanisms, such as automated collection of separate refuse, recyclable materials, and green waste from dumpster/roll-off receptacle(s) as outlined above, be arranged, no additional fee shall be charged to multi-family residences, businesses, and commercial/ industrial establishments for extra dumpster/roll-off receptacle(s) as long as the total capacity of all the dumpsters/roll-off receptacles for collection of separate refuse, recyclable materials, and green waste, does not exceed the total capacity of the maximum number of 96-gallon refuse, 64-gallon recyclable material, and 64-gallon green waste containers which are required to be provided to each multi-family residence, business and commercial/industrial establishment as outlined above.

10) Should dumpster or roll-off receptacle(s) of appropriate capacity be arranged for automated and separate collection of refuse, recyclable materials, and green waste from multi-family residences, businesses and commercial/

industrial establishments, the dumpster or roll-off receptacles shall meet the following minimum requirements:

a) A dual-hinged lid to prevent intrusion of rainwater, rodents, birds, and flies, to prevent the contents from being carried or deposited by the elements onto any street, sidewalk, or other public property or onto any other private property, and to prevent the emission of odors.

b) Reinforced wheel assembly on the base for easy transportation.

c) A design to withstand extreme temperatures and long-term exposure to the sun, as well as other needed features to facilitate the separate collection of refuse, recyclable materials, and green waste.

d) A conspicuous notice shall be affixed on the dumpster or roll-off receptacles warning that the disposal of hazardous wastes in the dumpster or roll-off receptacles is prohibited. The notice shall be written both in English and Spanish.

b. Containers – Distribution and Collection

Unless otherwise directed by the Director/Designee, delivery of all containers and/or dumpster/roll-off receptacles to residences, multi-family residences, businesses, and commercial/industrial establishments as specified above shall occur no later than one week prior to commencement of this Contract.

Contractor shall provide a secure location for inventory and storage of the containers and/or dumpster/roll-off receptacles. All the containers and/or dumpster/roll-off receptacles for automated collection services shall be distributed to all residences and multi-family residences, businesses, and commercial/industrial establishment at Contractor's own cost.

Contractor shall prepare and distribute a special notice/flyer along with the containers and dumpster/roll-off receptacles to all residents multi-family residences, businesses, and commercial/industrial establishments describing the District's automated collection services, purpose and designated use of each container and dumpster/roll-off receptacle, location where the containers are to be placed for collection, care of the containers, collection schedule,

guidelines and rules for receiving automated collection services, tag for non-collection, procedures for requesting additional containers and the cost, and toll-free telephone numbers for Contractor and Public Works for requests and inquiries from the residents, multi-family residents, businesses, and commercial/industrial establishments. In the same notice/flyer, Contractor shall advise all residents and multi-family residents, businesses, and commercial/industrial establishments within the District to refrain from parking vehicles along the curb of the streets on the schedule collection day where access to the container(s) may be blocked. Further, Contractor shall also advise all residents, multi-family residents, businesses and commercial/industrial establishments, if applicable, to trim or remove tree branches over the collection area that may hinder Contractor's operation for providing automated collection services.

c. Containers–Design and Dimensions

The design and dimensions of all the containers for automated collection of refuse, recyclable materials, and green waste, shall adhere to the minimum requirements outlined in this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards. Each container shall be equipped with a tightly-fitted cover to prevent intrusion of rainwater, rodents, birds, flies, and the emission of odors, wheels on the base and handle on the back for easy transportation, as well as other features needed to facilitate automated collection. The cover shall be of such design and weight that would prevent an empty container from tilting backward when lifting the cover open. The cover shall be hinged to the container body, in such a manner so as to enable the cover to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools. The containers shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials. A conspicuous notice shall be affixed on the container warning that the disposal of hazardous wastes in the container is prohibited. The notice shall be written both in English and Spanish.

d. Containers–Colors

Unless approved otherwise by the Director/Designee, the three containers for automated and separate collection of refuse, recyclable materials, and green waste, respectively, shall be in different and distinctive colors; black for refuse, blue for recyclable materials, and green for green waste. The Director/Designee will

also consider alternative container colors proposed by the Contractor.

e. The name of Contractor shall be clearly identified on each container.

Each container shall be identified with a unique serial number on the front side of the container. The designated use of each container shall also be identified on the front side. A white label of the size no less than two inches by four inches shall be affixed to the front side of each container for the residents, multi-family residents, businesses, and commercial/industrial establishments to identify their names and addresses on the containers.

Upon the request of the Director/Designee, Contractor shall provide the Director/Designee with a listing of the number of refuse, recyclable material, and green waste containers delivered to each residence and multi-family residence, and the serial number on each container with reference to the address of the residence and multi-family residence.

Contractor shall affix a label on the bottom side of the cover of each container to instruct the residents, multi-family residences, businesses, and commercial/industrial establishments of the rules for the proper deposit of refuse, recyclable materials, and green waste in the respective containers, as well as information pertaining to request for replacement and/or additional container(s). The label shall be no smaller than 12 inches by 18 inches in size and shall be written in both English and Spanish. The names and telephone numbers of Contractor and the District shall also be provided on the label.

f. All the containers and dumpster/roll-off receptacles for automated collection of refuse, recyclable materials, and green waste, shall remain the property of Contractor. At the termination of this Contract, as defined in Exhibit B, Section 3.R.4, Termination for Convenience, and/or dissolution of the District pursuant to this Exhibit's Section 2.10, Dissolution of District, Contractor shall collect the previous provided containers for automated collection services from all residences, multi-family residences, businesses and commercial/industrial establishments within the District. Additionally, in the event of a reduction in the District's territories, Contractor shall collect the previously provided containers and dumpster/roll-off receptacles for automated collection services from those residences and businesses that are no longer located within the territories of the District.

In any case, the County and/or the District will not be liable, financially or otherwise, for collecting containers and dumpster/roll-off receptacles for automated collection services from residences, multi-family residences, businesses, and commercial/industrial establishments within the District.

g. All residences, multi-family residences, businesses, and commercial/industrial establishments within the District may request extra refuse container(s), recyclable material container(s), and/or green waste container(s) above the minimum standards as specified in this Exhibit's Section 1.C.6.a, Container-Sizes, from Contractor for an additional fee to be collected by Contractor.

The fee for each extra container shall be in accordance with Contractor's price stated in Form PW-2, Schedule of Prices, and only include the cost for the use of the container during the term of this Contract and shall not cover cost for the collection and disposal of refuse or collection and management of recyclable materials and green waste from the extra container.

Contractor shall notify all residents, multi-family residents, businesses, and commercial/industrial establishments that the payment for the extra container(s) is the responsibilities of the residents, multi-family residents, businesses, and commercial/industrial establishments. Contractor shall be responsible for the delivery of extra container within 24 hours of receipt of a request to do so. Contractor shall collect the fee for extra containers directly from the residences, multi-family residences, businesses, and commercial/industrial establishments. Under no circumstance will the County and the District be financially liable for delinquent payments due to Contractor for extra container(s) in excess of the minimum standards specified herein. Contractor shall collect refuse, recyclable materials, and/or green waste from the extra container(s) free of charge to the residences, multi-family residences, businesses, and commercial/industrial establishments.

Subject to the Director's/Designee's review and approval, the rate for the usage fee of each extra container shall be competitive with the current market rates, and shall not exceed 70 percent of the retail cost of the container. Contractor shall demonstrate to the satisfaction of the Director/Designee, with supporting data and documents, the basis upon which the usage fee for each extra refuse, recyclable materials, or green waste container is determined. The rate for the extra container shall be fixed for the

duration of this Contract.

h. Contractor shall maintain records of all the extra containers provided to residences multi-family residences, businesses, and commercial/industrial establishments within the District. Contractor shall also maintain a record of the serial number of all the extra containers requested by the residences, multi-family residences, businesses, and commercial/industrial establishments as well as their addresses. These records shall be made available to the Director/Designee upon request during the term of this Contract.

i. Contractor shall repair all damaged but repairable containers upon oral or written notice from the residents, multi-family residents, businesses, commercial/industrial establishments, and/or the Director/Designee. All damaged containers shall be repaired to the satisfaction of the residents, multi-family residents, businesses, and commercial/industrial establishments, and shall be returned to the residents, multi-family residents, businesses, and commercial/industrial establishments prior to the next scheduled collection day. In the event that the damaged container cannot be repaired prior to the next scheduled collection, Contractor shall provide the resident, multi-family resident, business, and commercial/industrial establishment who has a damaged but repairable container with a temporary container without charge until such time the repaired container has been returned to the resident multi-family resident, business, commercial/industrial establishment.

Replacement of any damaged container that cannot be satisfactorily repaired shall be provided to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District without charge upon written or oral notice from the residents, multi-family residents, businesses, and commercial/industrial establishments or the Director/Designee. All replacement containers shall be provided prior to the next scheduled collection after receipt of notice from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee.

Contractor shall maintain and store a sufficient number of containers for replacement of damaged containers to ensure continuous service without interruption. Upon receipt of a replacement container, the resident, multi-family resident, business, and commercial/industrial establishment shall return the damaged container to Contractor.

j. Contractor shall replace lost containers without charge to the residences, multi-family residences, businesses, and commercial/industrial establishments upon request to do so from the owners, tenants, or occupants of said properties. Contractor shall provide the replacement container(s) within 24 hours of receipt of the request. It is Contractor's responsibility to monitor unreasonable and/or questionable requests from the residents, multi-family residents, businesses, and commercial/industrial establishments for replacement of stolen containers.

Contractor shall maintain a record of those residences, multi-residences, businesses, and commercial/industrial establishments, which have requested a new container to replace a lost container. Contractor shall report in writing all unreasonable and/or questionable requests for replacement of lost containers together with evidence as well as other supporting documents to the Director/Designee. The Director/Designee will investigate all such incidents and will respond in writing to Contractor.

k. Contractor shall develop and implement a public education campaign to announce and promote the District's automated collection services provided to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. The Public Education Campaign shall include but not be limited to the following elements:

1) At a time to be designated by the Director/Designee within five business days after award of this Contract, Contractor shall in coordination with the Director/Designee, develop promotional and educational materials regarding the District's automated collection services for newspaper publication and door-to-door distribution to all residences multi-family residences, businesses, and commercial/ industrial establishments within the District. Upon approval of the promotional and educational materials by the Director/Designee and no later than one month prior to commencement of this Contract, Contractor shall, at its own expense, inform all residences, multi-family residents, businesses, and commercial/industrial establishments of the District's automated collection services by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the District, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments through the U.S. Postal Service and/or forwarded by a door-to-door delivery service.

Thereafter, on a semi-annual basis, Contractor shall distribute promotional and educational materials regarding the District's automated collection services to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District, through the U.S. Postal Service and/or a door-to-door delivery service.
All publications and notifications must adhere to the guidelines specified in this Exhibit's Section 1.C.12, Published and Written Notices.

2) Prior to commencement of this Contract, Contractor shall conduct at its own expense at least six community meetings to inform all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the District's automated collection services. The meeting locations as well as its setup and arrangements shall be subject to the Director/Designee's prior approval. In these meetings, Contractor shall present and discuss every element of the District's automated collection services and provide answers to all the questions regarding the District's automated collection services that the residents, multi-family residents, businesses, and commercial/industrial establishments may have. At least three of the meetings shall be held in the evening on a week-day, and at least three of the meetings shall be held on separate Saturday.

At least two weeks prior to the scheduled community meetings, Contractor shall at its own expense notify all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the time and place of each meeting by publishing information in one or more newspapers of general circulation within the District once a week for two consecutive weeks, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments in the District through U.S. Postal Service and/or forwarded by a door-to-door delivery service.

All publications and notifications shall adhere to the guidelines specified in this Exhibit's Section 1.C.12, Published and Written Notices.

7. Containers to be Placed at Curb or Alley

Unless otherwise directed by the Director/Designee, automated collections of refuse, recyclable materials, and green waste shall be made from the edge of private road right of way; with the approval of the Director/Designee, from the area enclosure on private property designated by the owner or occupant; from the curb along the street in front of the dwelling, vacant lot, place of business or human habitation and where paved or unpaved alley serve such properties.

Collection shall also be made from said paved or unpaved alleys, except that the requirement shall not apply to a blind alley. Contractor shall provide the necessary suitable equipment to serve alleys within the District.

If for any reason the area or enclosure or approaches thereto are deemed unsafe by Contractor, no collection need be made, provided the Director/Designee is first advised and concurs therein.

Refuse, recyclable materials, and green waste shall be collected from homes, courts, business establishments, etc., situated on roads other than dedicated or improved highways. Contractor; however, is not required to make collections from such places when the roads are impassable after rainy periods, or in areas isolated by the inability to ford creeks or washes.

8. Method of Storage and Placement of Container for Collection

All refuse shall be deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments in the containers provided by Contractor as specified in Exhibit's Section 1.C.6, Automated Collection Services-Minimum Standards.

All refuse shall be thoroughly drained and wrapped prior to placement in such containers.

Covered electronic waste or covered e-waste as defined under Section 42463(g) of the Public Resources Code (PRC) shall not be discarded in the containers provided by Contractor as specified in this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards. Beginning February 2006, covered e-waste, covered electronic device and other consumer electronic device, or any component of an electronic device, including but not limited to computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliance as described in Section 66273.3(a) of Title 22, Division 4.5, Chapter 23,

Article 1 shall not be discarded in the containers as described above. A consumer electronic device does not include any CRT device as defined in Exhibit B, Section 1.B, Definitions.

Christmas trees deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments shall be collected without regard to the foregoing length and weight requirements.

Combustible and noncombustible refuse resulting from repairing or demolishing buildings or resulting from new construction, dirt, rocks, and brick shall not exceed 60 pounds (25.4 kg) each week from each residence, multi-family residence, business, and commercial/industrial establishment.

In a market, store, apartment, or business where there are various concessions and different owners or lessees, each owner or lessee of a concession shall be subject to the same privileges, provisions, and restrictions as if they were in a separate building.

The intent of the resident or tenant shall be expressed by his/her act in placing any refuse, recyclable materials, and green waste at the place of collection the night before the scheduled day of collection. Contractor may consider such placement as prima facie evidence of the intention of the resident or tenant to have such refuse, recyclables, and green waste removed under this Contract.

Unless specified otherwise, all containers for automated collection shall be placed on the portion of the public right of way immediately adjacent to the curb or parkway, or on the public right of way adjacent to the private property line in the alley, or on the parkway. Contractor shall instruct the property owners or tenants of all residences, multi-family residences, businesses, and commercial/industrial establishments that there should not be anything placed on top of the container or sticking out of the container. The weight of the container including its contents shall not be more than 165 pounds for a 64-gallon container, and 250 pounds for a 96-gallon container.

Except bulky items collected upon request from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee, as specified in this Exhibit's Section 1.C.9, Special Collection Services, Christmas trees and all the refuse, recyclable materials, bulky items, covered electronic devices, and other consumer electronic devices collected during the Annual Cleanup Campaign, as specified in this Exhibit's Section 1.C.24, Annual Cleanup Campaign, and Section 1.C.26, Covered Electronic Devices and Other Consumer Electronic Devices-Annual Cleanup Campaign, all refuse, recyclable

materials, and green waste, which are not deposited in the respective container provided by Contractor will not be collected by Contractor.

Contractor shall collect Christmas trees deposited for collection by residents, multi-family residents, businesses, and commercial/industrial establishments without regard to length and weight requirements.

In the District, there may be some senior citizens and disabled residents who do not have the physical strength to transport the heavy containers from their premises to the designated collection place as described above. At the request of these senior citizens and/or disabled residents, or as directed by the Director/Designee, Contractor shall make appropriate arrangements with these residents to provide them with 32-gallon containers or containers of appropriate size to accommodate the transportation, with less physical strength, of the container and its contents to the designated area for automated collection.

Due to parked vehicles and/or low tree branches, and narrow streets and hilly areas which may hinder Contractor's operation of the automated collection vehicles, in order to provide automated collection service, Contractor may be required to manually move/transport a container or containers from the location where the container(s) was (were) placed by the resident, to an open area nearby where there is sufficient room to allow the operation of the automated collection vehicle by Contractor to provide automated collection service. In the event that the containers have to be moved manually in order to provide automated collection service, Contractor shall be required to replace the container at its original location after collection.

Should dumpster/roll-off receptacle(s) be provided as an alternative mechanism for providing automated collection services to multi-family residences, businesses, and commercial/industrial establishments, Contractor may make collection from the location where the dumpster/roll-off receptacle(s) is (are) placed within said property. See this Exhibit's Section 1.C.20, Recycling Component, and Section 1.C.21, Management of Recyclable Materials, Green Waste, Food Waste, Covered Electronic Devices, and Other Consumer Electronic Devices for additional requirements regarding automated collection of recyclable materials, green waste, and Christmas trees.

9. <u>Special Collection Services</u>

Furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other bulky household items shall be collected in unlimited amounts by Contractor, upon request from the property owner and tenants of all residences, multi-family residences, businesses, and

commercial/industrial establishments, or the Director/Designee, on the next regular collection day following such request.

Covered electronic devices and other consumer electronic devices shall be collected by Contractor, upon request from the property owner and tenants of all residences and multi-family residences, or the Director/Designee, on the next regular collection day following such request.

Property owners and tenants of all residences, multi-family residences, and businesses and commercial/industrial establishments shall place these items out at the curb or alley for collection.

Contractor shall provide a sufficient number of non-compacting trucks and employees for collection of major appliances/white goods and other metallic discards as defined in Exhibit B, Section 1.B, Definitions. Major appliances and metallic discards, covered electronic devices and other consumer electronic devices collected shall not be mixed with regular refuse or other recyclables. Except as provided by Section 42170(b), as amended, of the California Public Resources Code (PRC), any major appliance or metallic discard which contains enough metal to be economically feasible to process for reuse or recycling as determined by the permitted facility operator, shall not be disposed of in or on land. Covered electronic devices and other consumer electronic devices shall be managed according to Title 22, Division 4.5, Chapter 23, Article 1, Section 66273.1 et seq. All "materials which require special handling" as defined in Exhibit B, Section 1.B, Definitions, shall be removed from major appliances and other metallic discards in which they are contained in accordance with requirements of Section 42175 of the PRC, as amended, and other Federal and State laws and regulations.

10. <u>Task Two, Street and Alley Cleanup Program</u>

The work to be performed under these specifications for street and alley cleanup shall include the furnishing of all labor, supervision, material, and equipment necessary for the clean up of each and every alley within the District and each and every location as designated by the Director/Designee for Task Two within the streets of the District. The primary objective of the Street and Alley Cleanup Program is to assure that all streets and alleys within the District are in a reasonable state of cleanliness by collecting, removing, transporting, and disposing, in unlimited amounts, all refuse which includes, but is not limited to items such as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, car parts, tires, covered electronic devices and other consumer electronic devices, lumber, plaster, dirt,

rocks, bricks, tree stumps, debris, green waste, and combustible and non-combustible rubbish found in the streets and alleys regardless of whether it was accidentally and/or illegally dumped or occurred there by natural causes. Each and every location cleaned within the streets and alleys shall have all loose, incidental litter, and debris such as paper, bottles, cans, dirt, and organic material removed from the location as well. The Contractor shall carry hand tools such as rakes, shovels, and brooms on each truck to aid with the clean up of the incidental litter and debris.

The Contractor shall dispose of all refuse collected in connection with the street and alley cleanup operation, at permitted facilities pursuant to the Los Angeles County Code, Title 20 and all other Federal, State, and local laws and regulations. The foregoing work shall be done in a thorough and professional manner to the satisfaction of the Director/Designee for Task Two.

The Director/Designee will approve or disapprove Contractor's performance under this Contract. All refuse, which includes but is not limited to debris, green waste, bulky items, white goods, covered electronic devices, and other consumer electronic devices, and other discarded objects described herein dumped in the streets and alleys, shall be and become the Contractor's property upon collection.

The alleys within the District approximately total 12.66 miles. Maps of the streets and alleys are shown in Exhibit F, Maps of the Sweeping Routes for the Streets and Alleys in the Athens/Woodcrest/Olivita Garbage Disposal District.

a. Service to be performed

Except for the holiday collection schedule outlined in this Exhibit's Section 1.C.5, Holiday Collection, the Contractor shall clean up all alleys within the road right of way in the District at least once during each calendar week. Major appliances and metallic discards, covered electronic devices and other consumer electronic devices collected shall not be mixed with regular refuse or other recyclables and shall be managed as prescribed in this Exhibit's Section 1.C.9, Special Collection Services. In addition, the Contractor shall be required to clean up specific locations within the streets of the District on an as-needed basis as directed by the Director/Designee for Task Two at the hourly rate specified on Form PW-2, Schedule of Prices. Contractor shall perform the as-needed clean-up of street locations within 24-hours of receiving the oral request from the Director/Designee.

b. Cleanup Schedule

The Contractor shall prepare and file with the Director/Designee within 30 days of the award of this Contract, a cleanup schedule for the alleys together with a complete map in quadruplicate of alleys and streets within the District.

The Contractor may be required upon oral or written request from the Director/Designee to go back over any collection route to collect refuse, recyclable materials, and green waste left in the alleys. This shall be accomplished on any day or days designated by the Director/Designee using Reasonable Best Efforts. In emergency situations as determined by the Director/Designee, the Contractor shall perform the clean up within 24 hours of receiving the oral or written request.

c. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The access right of the public in the streets and alleys shall be considered at all times. The Contractor shall provide all safety measures necessary to protect the public and workers.

11. Public Curbside Refuse Containers

In the business areas of the District, there may be public curbside refuse containers furnished by Public Works which will be located on or within a public or private road easement for pedestrians to dispose of refuse. The Contractor shall empty these containers. The Contractor shall collect refuse from each of the public curbside refuse containers in the District every day including Saturday twice a day in the morning between the hours of 7 a.m. and 9 a.m. and in the afternoon between the hours of 2 p.m. and 4 p.m. When the collection falls on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, or December 25, the Contractor may collect refuse from these containers on the day prior to the holiday or the day after the holiday, as approved by the Director/Designee.

If the curbside refuse containers have a cover and/or metal or plastic liner, the Contractor, when collecting the refuse from the public curbside containers, shall remove the cover and empty the inner liner. The liner and the cover shall be properly replaced by the Contractor. If any metal or plastic liner should be stolen or damaged beyond repair or reuse, such liner shall be replaced with a new liner at the Contractor's own expense. The Contractor may collect refuse from these public curbside refuse containers starting at 7 a.m.

The number of containers and their location may vary during the term of this Contract. The Director/Designee will notify the Contractor of the location of said containers.

12. Published and Written Notices

Unless otherwise specified in this Contract, by June 1, 2005, Contractor shall at its own expense inform all residences, multi-family residences, businesses, and commercial/industrial establishments within the District of Contractor's regular and special collection services and holiday collection schedule by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the District and once by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service. Thereafter, each year for the length of this Contract, Contractor shall, during the month of July, inform residences, multi-family residences, businesses, and commercial/industrial establishments of the District's regular and special collection services and holiday collection schedule by publishing information one time in one or more newspapers of general circulation within the District and by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service.

All publications and notifications shall be approved by the Director/Designee one month (or a shorter period as specified by the Director/Designee) prior to printing and shall be printed in both English and Spanish.

The publication and notification shall contain, as a minimum, the name of the District, Contractor's name and telephone number, a map delineating the boundaries of the District and collection areas, day of collection for each area, and the telephone number of Public Works.

Mailed or delivered notices shall be prepared on postal card or recycled paper no smaller than 8 1/2 by 11 inches (203 x 279 mm). Newspaper announcements shall be at least one-fourth (1/4) page.

Contractor shall show satisfactory proof to the Director/Designee that all publications and notifications were published/delivered as required. Satisfactory proof shall include, but not be limited to official proofs of publication from newspapers, copy of the newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issues by the Post Office and/or a bonded direct mailing firm and an original notification.

Contractor shall provide proof of publication/notification Public Works within 30 calendar days of the date of publication/distribution. Failure to submit the aforementioned documentation will be construed as Contractor's failure to complete the publication/notification as required above. Such failure shall be subject to penalties, as stated in Exhibit B, Section 2.Q, Liquidated Damages.

Additional requirements on publications and notifications are outlined in this Exhibit's Section 1.C.6, Automated Collection Service–Minimum Standards; Section 1.C.23, Recycling, Green Waste, and Managing Covered Electronic Devices and Other Consumer Electronic Devices Education Program; and, Section 1.C.24, Annual Cleanup Campaign.

13. Care of Containers

All containers, and/or dumpster/roll-off receptacles, shall be returned to where found by Contractor after collection. Containers, and/or dumpster/roll-off receptacles shall not be deposited on the streets, highways, or on adjoining property.

Contractor, its agents, and/or employees, shall not throw or drop refuse, recyclable, and/or green waste containers from the truck to the pavement, or in any other way break or damage or roughly handle the same.

All damaged or broken containers shall be repaired or replaced by Contractor. See this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards, for additional requirements.

14. Method of Collection and Vehicles

Contractor shall provide a sufficient number of automated collection vehicles (chassis and bodies) of appropriate size, types, and capacities for the separate collection of refuse, recyclable materials, and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. Each vehicle for automated collection of refuse, recyclable materials, and green waste shall be equipped with all the mechanical and hydraulic systems as well as other features required to facilitate automated collection.

Unless directed otherwise by the Director/Designee, refuse shall be combined during collection and transported in one vehicle. Contractor shall provide and have available at all times vehicles that are leak-proof for use in the collection and transportation of refuse, recyclable materials, or green waste. Each vehicle shall be equipped with metal bodies and covers and be a mechanical packer type. Contractor shall dispose of such combined refuse at a place legally empowered to accept it for disposal,

and at no other place. See this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards; Section 1.C.20, Recycling Component; and, Section 1.C.21, Management of Recyclable Materials, Green Waste, Food Waste, and Covered Electronic Devices and Consumer Electronic Devices for additions/requirements.

The Contractor shall also be required to provide non-compacting vehicles for the collection of white goods which may contain chlorofluorocarbons. The Contractor shall comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates.

All Contractor's vehicles used to collect, transport, and dispose of refuse, recyclable material, and/or green waste in the District shall be so constructed such that liquids, refuse, recyclable materials, or green waste will not blow, fall, sift, or leak out of the truck into the street.

Each Contractor's vehicle used to collect, transport, and dispose of refuse, recyclable materials, and/or green waste in the District shall be equipped with an adequate shovel and broom. Contractor and/or its employees shall pick up any refuse, recyclable materials, and green waste deposited upon the streets, roads, highways, and sidewalks, public or private property by reason of the activities of Contractor.

All Contractor's vehicles used to collect, transport, and dispose/manage refuse, recyclable materials, or green waste in the District shall, at all times, be kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Director/Designee. All such vehicles shall be painted the same color or colors.

The words in the following order: "County of Los Angeles", "Athens/Woodcrest/Olivita Garbage Disposal District", and the "Contractor's Name or Firm Name", together with Contractor's "Phone Number", shall be printed or painted in legible letters, not less than four inches (101.6 mm) in height, on both sides of all trucks and conveyances used in the District in performance of this Contract.

Contractor shall possess a sufficient number of collection vehicles for automated collection of refuse, recyclable materials, and green waste in the District, including spare vehicles to maintain the collection schedule at all times. Contractor shall maintain in readiness a sufficient number of spare vehicles for automated collection of refuse, recyclable materials, and green waste, respectively. These spare vehicles shall be fully fueled and ready to be dispatch to replace any vehicle that breaks down on route within reasonable time of such breakdown. All collection vehicles shall be

equipped with adequate radio/communication equipment for office-to-field communication.

Only those collection vehicles approved by the Director/Designee for collecting refuse, recyclable materials, and green waste shall be used in the District.

Contractor shall be responsible for maintaining established inspection and maintenance procedures to ensure that all collection vehicles are safe to operate within the District at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District, the manufacturer, and all other applicable Federal, State, County, and local laws and regulations.

Contractor shall comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by the South Coast Air Management District for all new or replacement of collection vehicles purchased after July 1, 2001, for work performed under this Contract. Contractor shall comply with all the provisions of the Diesel Particulate Matter Control Measures as prescribed under Title 13 of the California Code of Regulations (CCR), Division 3, Chapter 1, Article 4, Section 2020 et seq. Contractor shall provide the Director/Designee a report to include compliance with all the requirements, best available control technology used on each engine or collection vehicle in its fleet as required by the implementation schedule in subsection (c), if requested, a copy of approval for compliance extension from the Executive Officer of the Air Resources Board, and description of the Diesel Emission Control Strategy Special Circumstances. Upon request, Contractor shall provide copies of all records kept as prescribed by Section 2021.2 of Title 13 CCR. A report containing above information shall be submitted by December 31, 2005, and annually thereafter by December 31, of each year through the life of this Contract.

Contractor shall use automated collection vehicles of appropriate size and capacity to provide automated collection services in areas of the District with narrow streets and alleys, and/or one-way streets.

Contractor shall maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District, including records of preventive maintenance and repairs performed. Items to be inspected shall include, among others, those required in the inspections conducted by the County of Los Angeles Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All inspection and maintenance records shall be open to inspection by the Director/Designee.

All drivers employed by Contractor, as well as those employed by the subcontractor, if applicable, shall have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the District. It shall be the responsibility of Contractor to monitor the drivers' driving performance and records.

Should the Director/Designee at any time give notification to Contractor that any designated collection vehicle or other conveyance is not in compliance with the Director's and/or the County of Los Angeles Department of Health Services' (Health Officer), and/or the South Coast Air Quality Management District's standards, such vehicle or other conveyance shall be forthwith removed from service by Contractor and not again so employed hereunder until inspected and approved by the Director/Designee and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule in such action.

All Contractor's vehicles and equipment used in the collection of refuse, recyclable materials, or green waste shall be kept in a clean, sanitary place at all times when not in use.

Contractor shall comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

15. Uniforms

All employees of Contractor shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Director/Designee. The uniform shall bear Contractor's name and logo, if applicable. Contractor shall maintain an array of uniforms in various sizes for use by new employees.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear that shall be carried in the vehicle for use in case of inclement weather.

16. Entering Private Property

Unless otherwise specified in this Contract, Contractor shall not be under any obligation to enter private courts or places, or other private property, to make collections under this Contract, except by order of the Director/Designee.

Contractor shall make collection from eating places, markets, motels, stores, and other businesses where the refuse, recyclable materials, and/or green waste are kept in a service yard or parking lot. The refuse shall be collected from such service yard or parking lot when deposited there for collection, provided there is reasonable access for Contractor's collection trucks.

Contractor shall conduct all of its activities and operations for the Street and Alley Cleanup Program within the confines of the streets and alleys rights of way throughout the District. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason or use water from such property without the written permission from the owner.

If, for any reason, the Contractor elects to encroach upon private properties, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Director/Designee prior to entering upon such properties. In performing any work or doing any activities on lands outside of the public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims of damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section without permission.

17. Lead Person

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field, and who shall serve as liaison between Contractor's crews in the field and the County. The lead person shall spend as much time supervising the collection routes as is needed to accomplish the provisions of these Specifications.

For Task Two, the Contractor shall within 30 days of the award of this Contract, develop and submit to the Director/Designee an acceptable Quality Assurance Program which identifies the steps or actions the Contractor will take to ensure the alleys and locations within the streets, as designated by the Director/ Designee for Task Two, are cleaned on time and in a contract compliant manner. The lead person shall oversee the Contractor's Quality Assurance Program.

The lead person shall be provided with a separate vehicle, other than a vehicle used for automated collection of refuse, recyclables, and green waste. Within ten days of the award of this Contract, Contractor shall

inform the Director/ Designee of the name, title, and telephone number of the assigned lead person.

18. Routes and Changes

Contractor shall prepare and file with the Director/Designee within 30 days of the award of this Contract, a collection schedule together with a complete map in quadruplicate of the District. Contractor shall indicate thereon in an appropriate and easily understandable manner and to the satisfaction of the Director/Designee the days on which collections of refuse, recyclable materials, and green waste shall be made throughout the District.

Said schedule must have the approval of the Director/Designee. Contractor shall coordinate with the Director/Designee during the preparation of the collection schedule to ensure that the collection schedule is not in conflict with the street-sweeping schedule in the District. The schedule, when approved by the Director/Designee, shall be maintained unless a change is first approved by the Director/Designee, and notice thereof is given as hereinafter provided.

Thereafter, before any change in the collection schedule is made by Contractor, Contractor shall provide a 60 day prior written notice of the proposed change to the Director/Designee along with the proposed revised collection schedule, together with a new map in quadruplicate.

No such change may take effect until approval is given by the Director/Designee and until 15 days after publication in a newspaper of general circulation within the District once a week for four consecutive weeks, and delivery of a notice by U.S. Postal Service and/or delivery service at Contractor's own expense advising all residences, multi-family residences, businesses, and commercial/industrial establishments within the District of the change. Such notice shall be similar to and include all items outlined in this Exhibit's Section 1.C.12, Published and Written Notices.

Similar notices shall be given, in the same manner, to residences, multi-residences, businesses, and commercial/industrial establishments affected by an annexation to the District.

All publications and notices relative to or affecting the collection of refuse, recyclable materials, and green waste shall first receive the approval of the Director/Designee before being published/delivered, and the same shall, in all instances, bear the name, address, and telephone number of Contractor, and the telephone number of Public Works.

Contractor shall show satisfactory proof to the Director/Designee that all the publications and notices were published/delivered as required.

Satisfactory proof shall include, but not be limited to official proof of publication from newspaper, copy of newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issued by the U.S. Postal Service and/or door-to-door delivery service.

19. Record of Non-Collections

When any refuse, recyclable materials, or green waste is not collected by Contractor, Contractor shall leave a tag of distinctive color and at least three inch by six inch (76 mm x 152 mm) in size indicating the reasons for refusal to collect the refuse, recyclable materials, or green waste, and giving reference to the County Ordinance, if applicable, the section of this Specifications, or this Contract which has been violated, and which gives grounds for such refusal. This information shall be either in writing or by means of a check box system. The tag shall carry Contractor's business or firm name, telephone number; and shall be securely fastened to each container refused. Format and contents of the tag, in both English and Spanish, shall meet with the approval of the Director/Designee.

Upon notification from the resident, multi-family resident, business, and commercial/industrial establishments and/or the Director/Designee that the reason for non-collection of refuse and/or recyclable materials and/or green waste has been corrected, Contractor shall collect all the tagged refuse, and/or recyclable materials and/or green waste, without charge within 24 hours of receipt of the notice.

Contractor shall keep a record of all addresses where the tags for non-collection have been left. If the reason for non-collection is not corrected within seven days from the date of leaving such a tag, Contractor shall advise the Director/Designee, giving date of the tag, street address, and reasons for non-collection. At the discretion of the Director/Designee, Contractor may be required to submit a listing of all addresses where the tags for non-collection have been left during a specified time period.

20. Recycling Component

a. Task One

Contractor shall make separate automated collection of recyclable materials and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments

commencing on July 1, 2005, and shall continue until the expiration date of this Contract.

For the purposes of this Contract and unless directed otherwise by the Director/Designee, Contractor shall make automated collection of separate refuse, recyclable materials, and green waste in unlimited amounts from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District which deposit the separate refuse, recyclable materials and green waste for collection in containers provided by Contractor as specified in this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards.

Separate green waste and recyclable materials, when collected, shall not be mixed with regular refuse.

b. Food Recycling Program

Subject to the Director/Designee's approval, commencing July 1, 2005, until June 30, 2010, the expiration date of this Contract, Contractor shall develop and implement a recycling program for collecting and composting food waste generated by the commercial food establishments within the District.

Commencing July 1, 2005, Contractor shall provide a sufficient number of original and replacement food waste container(s) to each commercial food waste containers within the District.

c. Christmas Tree Recycling

Contractor shall collect Christmas tress from all residences, multi-family residences, businesses, and commercial/industrial establishments during a specified period in December and January. Christmas trees, when collected, shall not be mixed with regular commingled refuse, recyclable materials, and green waste.

d. Extra Recycling

Occasionally there are some District residents who may place large quantities of green waste for collection. Under this circumstance, Contractor shall make special arrangements with said residents, on a case-by-case basis, for the collection of green waste that is not placed in the green waste container(s) provided by Contractor.

21. <u>Management of Recyclable Materials, Green Waste, Food Waste, and Covered Electronic Devices, and Other Consumer Electronic Devices</u>

Contractor shall:

a. Sell, give, or otherwise transfer recyclable materials, except green waste and Christmas trees, collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a recycling center, station, or facility.

b. Sell, give, or otherwise transfer green waste and Christmas trees collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a composting center, station or facility or, unless directed otherwise by the Director/Designee, to landfills permitted to accept green waste for use as alternative daily cover.

c. In no event, dispose of recyclable materials, Christmas trees, or green waste in a landfill, and/or transformation facility unless otherwise approved by the Director/Designee in writing.

d. Sell, give, or otherwise transfer food waste collected from commercial food establishments to a composting center, station, or facility.

e. Contract, give, or otherwise transfer covered electronic devices and other consumer electronic devices collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a covered electronic waste recycler or a destination facility as defined in Section 66273.9 of Title 22, Division 4.5, Chapter 23, Article 1.

22. <u>Reports</u>

Contractor shall prepare monthly reports providing the following:

a. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments served by regular refuse collection.

b. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the recycling program.

c. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the green waste collection program.

d. The quantity of refuse collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final disposal destination. In addition, the quantity of recyclable materials and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments.

e. Number and tonnage of Christmas trees collected, if applicable.

f. The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.

g. The quantity and weight of covered electronic devices and other consumer electronic devices collected from residences and multi-family residences and final destination. Include in the reports the number of covered electronic devices and other consumer electronic devices separately and the covered electronic recycler or destination facility which received the collective devices

h. The quantity of food waste collected by weight and final destination.

i. The quantity of refuse, debris, major appliances/white goods and metallic discards by weight. Copies of all weight tickets issued by the disposal facilities which received the collective refuse relative to the Street and Alley Cleanup Program.

j. The quantity and weight of covered electronic devices and other consumer electronic devices from the streets and alleys through the District and final destination. Include in the reports the number of covered electronic devices and other consumer electronic devices separately and the covered electronic recycler or destination facility which received the collective devices to the Street and Alley Cleanup Program.

k. Any other pertinent information as identified or requested by the Director/ Designee.

This information shall be provided in the format shown in Exhibit H and/or as may be revised and updated by the Director/Designee.

All such reports are to be submitted monthly. The first monthly report shall be due 15 days after the first month, commencing on August 15, 2005, through July 15, 2010. All reports shall be forwarded to the County of Los Angeles Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, California 91802-1460, unless otherwise notified by the Director/ Designee.

When Contractor submits monthly reports to the Director/Designee such reports shall be deemed timely received only if delivered or postmarked on or before the due date. If reports are not timely received, Contractor shall be subject to liquidated damages pursuant to Exhibit B, Section 2.Q, Liquidated Damages.

See this Exhibit's Section 1.C.23, Recycling, Green Waste, and Managing Covered Electronic Devices, and Other Consumer Electronic Devices Education Program, for additional requirements regarding a report to be submitted annually relative to the results of a survey conducted by Contractor on improving the participation rate in the District's recycling and green waste collection program.

See this Exhibit's Section 1.C.14, Method of Collection and Vehicles, for additional requirements regarding a report to be submitted annually relative to the compliance requirements of Title 13 CCR, Division 3, Chapter 1, Article 4, Section 2021.2.

The Director/Designee shall have the authority to reduce or expand the requirements for data information to be reported by Contractor as outlined here above.

23. <u>Recycling, Green Waste, and Managing Covered Electronic Devices and Other Consumer Electronic Devices Education Program</u>

On July 1, 2005, Contractor shall provide a Recycling, Green Waste, Managing Covered Electronic Devices, and Other Consumer Electronic Devices Education Program (Program) for residences, multi-family residences, businesses, and commercial/industrial establishments within the District to promote, on an ongoing basis, participation in the District's recyclable materials, green waste, and Christmas tree collection services (recycling services), special collection services, Annual Cleanup Program, and Covered Electronic Devices and Other Consumer Electronic Devices annual cleanup program as well as other related activities for waste diversion. The Program is to promote recognition in the community for the need, benefits, and availability of recycling services.

The Program shall include, but not be limited to the following elements:

a. Semiannually, Contractor shall inform each District residence, multi-family residence, business, and commercial/industrial establishment of the purpose and necessity of the District's recycling services; the date of commencement of each recycling service, if applicable, and the method and schedule of collection. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/ industrial

establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Contractor at Contractor's own expense.

b. To ensure the success of the District's recycling and green waste collection program, within three months after commencement of this Contract, and thereafter during July of each year for the duration of this Contract, Contractor shall conduct and complete a survey to identify the participation rates in the District's recycling and green waste collection program for the residential, multi-family residential, and commercial sectors of the District. The survey shall also identify recycling materials being collected by type and quantity from the residential, multi-residential, and commercial sectors of the District. Based on results of the survey, Contractor shall prepare a report summarizing the status of the District's recycling and green waste collection program, identifying existing and potential operational problems of the recycling program, if any, and recommending appropriate strategies and activities for implementation through public education and/or other public outreach mechanisms to enhance, improve, and promote the District's recycling and green waste collection program in an effort to increase the participation rate. Contractor's annual report shall be submitted to the Director/Designee for review and approval no later than 30 days after completion of the survey each year.

Upon approval by the Director/Designee, all the public outreach strategies and activities for improving the District's participation rate as recommended by Contractor in each year's report shall be implemented by Contractor as part of this Contract at Contractor's own expense.

c. Semiannually, Contractor shall inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of recyclable materials and green waste (and Christmas trees, if applicable) collected and diverted from landfills and transformation facilities. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense.

d. Quarterly, Contractor shall inform all residences, multi-family residences, businesses and commercial/ industrial establishments of the process to be used to receive special collection services, as outlined in this Exhibit's Section 1.C.9, Special Collection Services. The information shall be given, in writing, to each residence,

multi-family residence, business, and commercial/industrial establishment either through U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense. In addition, semiannually, the above-described information shall be published in one or more newspapers of general circulation in the District.

e. During December of each calendar year, Contractor shall also inform each residence, multi-family residence, and commercial/industrial establishment within the District of the Christmas tree collection service. The notice shall contain the commencement date of the Christmas tree collection service, schedule, and method. Each publication and notification shall also contain Contractor's name and telephone number, and the telephone number of Public Works. Contractor shall, at its own expense, provide such notices by having the above information about the Christmas tree collection service published in one or more newspapers of general circulation within the District, and by written notice forwarded through the U.S. Postal Service, or forwarded by a door-to-door delivery service to each residence, multi-family residence, business, and commercial/industrial establishment within the District, at least one week prior to the scheduled Christmas tree collection.

f. Annually, at a time to be designated by the Director/Designee, the Contractor shall, in coordination with the Director/Designee develop promotional and educational materials regarding covered electronic devices and other consumer electronic devices, a description of the Annual Cleanup Program for such devices and how such devices will be collected and managed. The information shall be provided for newspaper publication and door-to-door distribution to all residences, multi-family residences, businesses and commercial/industrial establishments within the District at Contractor's own expense.

g. Quarterly, Contractor shall inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of covered electronic devices and other consumer electronic devices collected, diverted, and transferred for management to a covered electronic recycler or destination facility. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense.

All publications and notifications shall adhere to the guidelines outlined in this Exhibit's Section 1.C.12, Published and Written Notices.

h. On an ongoing basis, Contractor shall conduct meetings with the owners/managers and/or homeowner associations of multi-family residences within the District, individually or in groups, to discuss the District's Recycling Program with specific focus on promoting the awareness and importance of the District's Recycling Program and the increase in the participation rate among multi-family residences in the District's Recycling Program.

On a quarterly basis, Contractor shall provide the Director/Designee with a progress report summarizing Contractor's outreach efforts for promoting the District's Recycling Program among multi-family residences in the previous three months. This report shall include, but not be limited to information such as the number of owners/managers of multi-family residences and/or homeowner associations with whom Contractor met individually or in groups in the previous three months, and dates and places of the meetings, topics of discussion, agenda of the meetings, if applicable, attendees of the meetings including names, titles, and addresses of the multi-family residences, minutes of the meetings, and suggestions which could enhance the operation and effectiveness of the District's Recycling Program. The first report shall be submitted to the Director/Designee within 15 days at the conclusion of the first three-month period after commencement of this Contract on July 1, 2005. Thereafter, the quarterly report shall be submitted with 15 days at the conclusion of each and every three-month period for the duration of this Contract.

i. At least one month prior to July 1, 2005, Contractor shall inform each commercial food establishment within the District of the District's food waste composting service, date of commencement of the service, and the method and schedule of collection. This information shall be given, in writing, to each commercial food establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Contractor at Contractor's own expense. The notification shall adhere to the guidelines outlined in this Exhibit's Section 1.C.12, Published and Written Notices.

j. See this Exhibit's Section 1.C.6.k, Automated Collection Service (Public Education Campaign), for additional requirements.

24. <u>Annual Cleanup Campaign</u>

Contractor shall provide an Annual Cleanup Campaign (Campaign) within the entire District. The intent of the Campaign is to provide an extra collection service. The Campaign shall be conducted starting in April 2005, unless directed otherwise by the Director/Designee, and in each succeeding April until the expiration of this Contract. The month of April shall be designated as cleanup campaign month, unless directed otherwise by the Director/Designee.

a. Campaign Schedule

The first collection in the Campaign shall start on the first Saturday in April after the commencement of this Contract and shall proceed through successive Saturdays until completion. Each collection area where regular collection is scheduled shall have a separate Saturday for its cleanup day.

Example: The collection area where the weekly collection of refuse is regularly scheduled for Monday shall have the first Saturday in April for its cleanup day. The collection area where the weekly collection of refuse is regularly scheduled for Tuesday and Friday shall have the second Saturday in April for its cleanup day, etc., through each regularly scheduled collection area. Contractor shall start the Campaign's collection not earlier than 7 a.m. and end by 5 p.m. on the Saturdays during the Campaign.

The second, and all additional Campaigns shall be conducted on successive Saturdays, beginning with the first Saturday in April as described above.

The Director/Designee may assess liquidated damages, as hereinafter set forth, for failure to maintain the Campaign's schedule.

b. Material Collected

During the Campaign, Contractor shall collect in unlimited amounts, such items as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, car parts, other major appliances/metallic discards, tires, lumber, plaster, dirt, rocks, bricks, tree stumps, refuse, combustible and noncombustible rubbish as described herein and other similar or bulky material, without restriction, limitation, or notification. Major appliances/white goods, metallic discards, and materials that require special handling shall be collected and disposed/recycled as specified in this Exhibit's

Section 1.C.9, Special Collection Services. Hazardous, explosive, infectious, and toxic materials or waste is specifically excluded.

The container, capacity, bundle, and weight limitations, described above under this Exhibit's Section 1.C.6, Automated Collection Services–Minimum Standards, and Section 1.C.8, Method of Storage and Placement of Containers for Collection, are not applicable during all Campaign Saturdays.

Contractor may be required, upon oral order of the Director/Designee, to return to any Campaign route, in order to collect refuse, recyclable material, or green waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

c. Published and Written Notices

Contractor shall provide the Director/Designee, in writing, with schedule and logistics information regarding the Campaign. One month prior to the scheduled Campaign, Contractor shall publish information about the Campaign in newspapers of local circulation, as directed by the Director/Designee, at least once a week for four consecutive weeks. In addition, Contractor shall, at its own expense, by written notice forwarded through the U.S. Postal Service or forwarded by door-to-door delivery service, notify each residence, multi-family residence, business, and commercial/ industrial establishment within the District of the scheduled Campaign. The publication and written notice shall clearly define the boundaries, method of collection, and dates of the Campaign and other information the Director/Designee deems necessary. All publications and notifications must adhere to the guidelines outlined in this Exhibit's Section 1.C.12, Published and Written Notices.

d. Equipment

Contractor shall be required to provide stake body vehicles or other refuse collection vehicles approved by the Director/Designee and/or Health Officer, with a mechanical or hydraulic tailgate lift for the collection of bulky household items. Contractor shall also be required to provide non-compacting vehicles for the collection of white goods that may contain chlorofluorocarbons. Contractor shall provide adequate and suitable equipment, vehicles, skip loaders, and employees, in sufficient numbers to complete the Campaign on schedule, and to conduct the Campaign in an orderly manner, to the Director's/Designee's satisfaction.

e. Reports

Contractor shall prepare reports that provide the quantity of bulky items, white goods, refuse, recyclable materials, and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments during the Campaign. Unless otherwise notified by the Director/Designee, this report shall be due 15 days after the conclusion of the Campaign.

25. Special Cleanup Services

At the oral or written request of the Director/Designee, Contractor shall be required to provide special collection services in association with a number of cleanup projects or public events sponsored and/or conducted by Public Works and/or other County departments throughout the District during the term of this Contract. Contractor shall provide special collection services without charge on any days of the calendar week as designated by the Director/Designee except Sundays and holidays. A maximum of two special cleanup projects and/or public events will be conducted during each contract year.

Contractor may be required to provide appropriate number of dumpsters and/or roll-off containers of various size and capacity, and/or portable refuse containers to facilitate the collection of refuse, recyclable materials, green waste, construction materials, bulky items, etc., at the site of each special cleanup project or public event. Contractor shall provide all the necessary vehicles/equipment to collect the above materials from dumpsters and/or roll-off containers. Unless otherwise specified by the Director/Designee, Contractor shall remove all the dumpsters or roll-off containers or portable containers, together with its contents from the site of the cleanup project and public no later than 24 hours after conclusion of the special cleanup projects or public events. No hazardous materials shall be collected during the special cleanup events.

The Director/Designee may request extra special collection services beyond the two special cleanup projects and/or public events as stated above from Contractor for an additional fee to be collected by Contractor. The fee for each extra special collection service shall be in accordance with Contractor's price stated in their Proposal.

26. Covered Electronic Devices and Other Consumer Electronic Devices-Annual Cleanup Campaign

Contractor shall provide a separate annual cleanup campaign for covered electronic devices and other consumer electronic devices. Prior to this Campaign, the Contractor shall provide the Director/Designee

documentation that the Contractor/subcontractor is properly authorized by the appropriate governmental agency to collect, transport, and manage covered electronic devices and other consumer electronic devices. Contractor shall coordinate with the Director/Designee so that the collection date of this Campaign for covered electronic devices and other consumer electronic devices so as not to conflict with scheduled Household Hazardous Roundups.

During this Campaign, Contractor shall collect in unlimited amounts covered electronic devices and other consumer electronic devices as described herein. Covered electronic devices and other consumer electronic devices shall be collected and transferred to a covered electronic waste recycler or a destination facility as defined under Section 42463(i) of the Public Resources Code and under Section 66273.9 of Title 22, Division 4.5, Chapter 23, Article 1.

Contractor shall prepare reports that provide the quantity and weight of covered electronic devices and other consumer electronic devices collected from residences, multi-family residences, businesses, and commercial/industrial establishments during the Campaign. Include in the report the total weight collected, the number of covered electronic devices, and other consumer electronic devices separately, and their final destination.

D. Communications

Contractor shall provide a toll-free telephone system in operation at its main office to residents of the District and the Director/Designee from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Director/Designee and to receive complaints from single-family residents, multi-family residents, businesses, and commercial/industrial establishments within the District. The Contractor shall have available service representatives sufficient to handle the volume of calls typically experienced on the busiest days. The toll-free telephone system shall be capable of receiving five incoming calls at one time and shall answer 90 percent of all incoming calls within the first two rings, but in no case shall the response to the call exceed 30 seconds. If Contractor installs or uses automatic answering telephone trees, it may have no more than two options.

The Contractor shall give District customers the option of leaving a message instead of waiting on hold. Contractor shall not place District customers on hold more than two minutes and shall use Reasonable Business Efforts to have a live Contractor personnel address customers' questions within one minute. While on hold, Contractor shall broadcast educational announcements and materials with respect to solid waste services and management, including recyclables and green waste services and other waste diversion opportunities and programs in

the community. Customer service provided via telephone shall be provided directly or through a service in English and Spanish languages. Said answering services shall have the capacity of contacting Contractor's field personnel by radio, cellular phone, or paging equipment for the purpose of relaying any instructions and/or complaints. The telephone number shall be listed in the telephone directory for the District area and shall be listed by Contractor's commonly known name.

The Director/Designee and the County Sheriff and Fire Departments shall be provided with an emergency telephone number where the Contractor or its representative may be reached and who will return any emergency call as soon as possible, and in any event within one hour.

E. Hours and Days of Service

Unless specified otherwise by the Director/Designee, the hours of services shall be 7 a.m. to 5 p.m., Monday through Friday each week, except legal holidays, when the service shall be done before or after such holiday. Work hours in the District may be altered, when necessary, with the written approval of the Director/Designee. In the event that it has become evident that Contractor may not be able to complete its daily scheduled work within the above-specified business hours due to circumstances beyond Contractor's control as defined in Exhibit B, Section 3.R, Default and Termination, Contractor shall immediately notify the Director/Designee so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

F. Special Safety Requirements

Contractor and its employees/agents shall be expected to observe and comply with all applicable Cal/OSHA and Federal, State, and Los Angeles County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Contractor shall train its employees to identify, and not to collect hazardous or infectious waste.

G. Storage Facilities

Public Works will not provide storage facilities for Contractor.

H. Responsibilities of Contractor

1. Annexations

In the event that adjacent areas are annexed to the District during this Contract's term, Contractor shall not be required to provide collection and/or cleanup services within the area annexed and shall not look to the District funds for compensation for collections made within such annexed

territory until and after the beginning of that fiscal year following such annexations for which a tax levy shall have been made upon the property in such annexed territory and funds made available for the discharge of payments under this Contract for collection service therein. However, Contractor may contract with individual owners or tenants for the collection of refuse, recyclable materials, and green waste within such annexed territories during the period between the date of annexation and the beginning of the fiscal year, above-mentioned, following annexation for which a tax levy will have provided funds. Nothing herein shall prevent the owners or tenants, should they so desire, or the County from contracting with any other person or persons for such collection services until the beginning of the fiscal year above-mentioned.

2. Fees and Gratuities

Contractor shall not, nor shall Contractor permit any agent, employee, or subcontractor employed by Contractor, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation, other than the District, for the collections made therein except as herein provided.

3. Office for Inquiries and Complaints

Contractor shall maintain an office at some fixed place and shall maintain a toll-free telephone system as described in this Exhibit's Section 1.D, Communications, listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known. Contractor shall at all times, from 8 a.m. and 5 p.m., Monday through Friday, except on legal holidays, have available service representatives answer inquiries and receive complaints from District property owners and tenants or from Public Works or the County Department of Health Services. Such service representatives shall have the ability to speak and understand both English and Spanish. Contractor shall have a telephone answering system capable of receiving five incoming calls at one time and shall answer 90 percent of all incoming calls within the first two rings.

Contractor shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such log of complaints shall be open to inspection of the Director/Designee at all reasonable times.

All complaints shall be resolved as soon as possible after notification but in all cases within 24 hours, to the satisfaction of the complainant. If any complaint is not resolved within 24 hours, the Director/Designee shall be notified immediately in writing the reason for not resolving such complaint.

All complaints shall be resolved to the satisfaction of the Director/Designee.

Contractor shall file a statement in writing by the fifth day of each month with the Director/Designee, the total number of complaints received by its office for the previous month. This statement shall also include, but is not limited to information such as the date of complaints, name, address, and telephone number of complainant, the nature of the complaints, particularly those arising from inadequate or improper services provided by Contractor and when and what action was taken by Contractor to remedy the complaint. Contractor shall sign and date this statement.

4. Integrity of District

The attention of Contractor is called to the provisions of the act under which this District was formed relative to the possible dissolution of, withdrawal of territory from, and annexation of territory to said District.

Attention of Contractor is further called to the absence of any provisions in said act relative to the affect of municipal annexations or incorporation. The Board does not assume to state what the legal effect of such annexation or incorporation would be.

I. Responsibilities of Pubic Works

Public Works' responsibilities will include, but not be limited to monitoring and inspecting Contractor's performance to ensure compliance with these Specifications, Terms, Requirements, and Conditions of this Contract. Public Works' at the sole discretion of the Director/Designee may provide Contractor assistance as needed.

J. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

SECTION 2

METHOD OF PAYMENT

Compensation for Tasks One and Two are specified as follows:

A. Payment – TASK ONE

1. Initial Monthly Payment Rate

The Contractor's bid specifies the flat Monthly Payment Rate for which the Contractor now has agreed to perform the services described and specified herein during the calendar months beginning July 1, 2005, and ending June 30, 2010, based upon these Specifications. Said Monthly Payment Rate shall be referred to hereinafter as the "initial monthly compensation" and it shall be based upon the area and population of the District at the time the Contractor submitted its bid. The initial monthly compensation paid to Contractor shall be fixed, and such initial compensation shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

2. Counts of Refuse Units

A count by Pubic Works of the total number of refuse units, referred to hereinafter as "Units", assigned to each parcel of real property (including, but not limited to residential, commercial/industrial establishments, and vacant parcels) in the District based on land use codes as shown by the current records of the County Assessor will be the basic unit count upon which all subsequent adjustments of compensation are computed.

The current number of units in the District, as shown in Form PW-2, Schedule of Prices, is **13,228**.

During the life of this Contract, a count will be made of all units in the District as the first day of each July or within 20 days thereafter.

In making all unit counts called for under these Specifications, Public Works may rely on the Assessor's most current (prior to date prescribed for count) tax roll, or other records, and the same are hereby agreed to be a true and correct reflection of the number of units in the District as of the dates prescribed for computation.

3. Method of Computing Rate Per Unit

Public Works will compute the rate per unit in the following manner: the initial monthly compensation will be divided by the basic unit count, thus

establishing a monthly rate per unit. This rate per unit shall prevail throughout the life of this Contract, except as specifically provided for in this Exhibit's Section 2.A.5, Petition for Rate Adjustment. Computation described herein shall be carried to the fourth decimal place.

4. Method of Computing Monthly Compensation

As affecting subsequent payments, Public Works will multiply the current count of units, viz., the count as of July 1, by the monthly rate per unit as established in the foregoing paragraph, entitled "Method of Computing Rate Per Unit", thus establishing a new monthly compensation for collection service, which monthly compensation shall be paid Contractor during the ensuing 12-month period.

5. Petition For Rate Adjustment

The initial monthly compensation will not be adjusted on the movements of the All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area during the term of this Contract.

In the event Contractor experiences substantial cost increases in disposal fees or transportation costs due to lack of availability of disposal sites within 100 miles from the Kenneth Hahn Hall of Administration, and the increased costs exceed by ten percent or more the adjustment in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, Contractor will be entitled to petition the Director for rate adjustment to compensate Contractor for any such unusual cost increase(s) as provided below. No adjustment will be made on the basis of: 1) fuel price increases; and 2) disposal fee or transportation cost increases which are not the result of a lack of availability of disposal sites. In addition, any increase shall not exceed the average salary movement granted to County employees. Should fiscal circumstances ultimately prevent the Board from approving any increase in County employees salaries, no adjustments will be granted. If at any time after the first 12 months of this Contract, the above-mentioned costs exceed by ten percent or more of all Annual Escalation Adjustments (see this Exhibit's Section 2.A.7, Method of Calculation of Annual Escalation Adjustment) in All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, as calculated by applying the adjustment formula defined hereinafter, the County will consider Contractor's petition for an adjustment to compensate Contractor for the amount by which the increased costs exceed said adjustments in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County.

Contractor may petition the Director/Designee and include as part of the petition a detailed schedule comparing the current disposal fee(s) at

disposal sites used to dispose of District refuse to the disposal fee(s) at the time of the initial proposal.

Contractor shall also make available to the Director/Designee any additional documentation and support schedules relating to disposal fees, or transportation cost increases that the Director/Designee deems necessary in order to determine the actual increase(s). Such documentation shall include, but not be limited to disposal site receipts, driver route schedules, vehicle numbers (including truck license numbers), disposal sites, and summary sheets of monthly disposal costs, fuel usage, and productivity reports. Contractor shall also provide an explanation for use of any alternate disposal sites.

All increases authorized pursuant to those paragraphs entitled "Petition for Rate Adjustment" will be subject to total maximum amount of 25 percent of the **Task One** initial monthly compensation over the term of this five-year Contract.

The Director/Designee will, within 45 working days of receipt of Contractor's petition and detailed schedule, perform a review to substantiate the increase(s). At that time, the Director will determine at the Director's sole discretion whether Contractor has substantiated its petition for increase and an adjustment may be made to the annual rate to compensate Contractor for the increase(s). Such adjustment shall only be made to the extent funds are available. The Director/Designee may request the assistance of the Auditor-Controller in making an adjustment for which a petition and documentation has been received. An adjustment made for a petition submitted prior to February 1 will become effective the following July 1.

6. Method of Calculation of Annual Escalation Adjustment

The following is applicable only if a rate adjustment is authorized by the Director pursuant to this Exhibit's Section 2.A.5, Petition for Rate Adjustment. Calculate the percentage movement in the seasonally unadjusted All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area for the 12-month period preceding March 1 (all items: 1982-84=100), as reported by the U.S. Department of Labor for the year in question (March 200x). Percentage movement is derived by dividing the number of index points reported at the end of the year in question by the number of index points reported at the beginning of the year in question, rounding to the nearest 10,000th; multiplying by 100; and subtracting 100.

7. Change in Service Area/Population of District

It is understood that the monthly compensation to be paid Contractor shall be increased in proportion to the number of units or to enlargement of the boundaries of the District or to expansion of the area to be served, and that the monthly compensation shall be decreased if the number of units served decreases, whether such decrease be due to decrease of population or diminution of the size of the District.

It is further understood that the annual count of units as described in this Exhibit's Section 2.A.2, Counts of Refuse Units, shall be deemed to accurately reflect the increase or decrease in inhabitants served.

Alternative methods of comparable accuracy agreed upon by Contractor and the Director/Designee may be used to determine the population of the District. Where a portion of territory of the District is excluded there from during the time covered by this Contract and Contractor has no further obligation hereunder to make collection in such excluded area. The Board may, at its discretion, direct that a count of all units in the territory remaining in the District be made between the first and the 20th of the month immediately following the month wherein said exclusion from the District was determined. The count will be used for the purpose of computing compensation to Contractor until the next annual count of units as set forth hereinabove. In such instance, the provisions of this paragraph shall control payment hereunder, notwithstanding anything to the contrary in these Specifications.

8. Protest

Immediately upon completion of the count of units and computation of new monthly compensation in each instance as provided hereinabove, the Director/Designee will notify Contractor of said count and monthly compensation. Within 30 days of such notification, Contractor may protest said count of units or new monthly compensation, in writing, setting forth the reasons for the objection.

Should such protest be filed, Contractor and the Board shall each select an arbitrator and the two persons so selected shall choose a third arbitrator. These three persons shall constitute a Board of Arbitration and they shall settle the dispute as to such count of units or monthly compensation within 15 days of the date of their appointment, and shall prepare written report to Contractor and to the Board setting forth their decision as to what shall be deemed an equitable count of units or monthly compensation under the circumstances. Contractor and the District shall be bound by the decision of the Board of Arbitration and shall thereafter be barred from protesting said count or any payment made

pursuant to the recommendations of the Board of Arbitration. County and Contractor agree to split the costs of the Board of Arbitration.

In the event Contractor protests the count of units or monthly compensation as described herein, any payment for services based on said count shall be withheld until the final determination and report by said Board of Arbitration. In the event no protest is filed as provided herein, then the count of units and monthly compensation established by Director shall be final and binding on both the District and Contractor.

9. Funds

Except as otherwise provided, Contractor shall look exclusively to the funds of the District for payment. No payment can or will be made to Contractor from the funds of the District until the proceeds of tax collections and service charges are available for discharge to the payments to be made under this Contract, and no liability against the District funds or the County or any officer or agent of the County will arise by reason or lack of funds in the County Treasury to the credit of the District, or the inability to meet the payments under this Contract as they become due.

10. Dissolution of District

It is understood that in the event of the dissolution of the District, 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 District was created, or by operation of law, or resulting from municipal annexation or incorporation.

B. Payment – TASK TWO

1. Payment Rate

Contractor will be paid the Monthly Payment Rate of compensation reflected in Form PW-2, Schedule of Price, for alleys only for which Contractor has agreed to perform the services described in these Specifications for Task Two for alleys during the calendar months beginning July 1, 2005, and ending June 30, 2010.

Contractor will be paid the Hourly Rate shown in Form PW-2, Schedule of Price, for as-needed streets cleanup services. The hourly rate for the as-needed streets cleanup services shall include all costs for a driver and helper, supervision, equipment (truck) and materials. Public Works will reimburse the Contractor for any deposal fee associated with items picked up under these as-needed street cleanup services.

2. Unit Measurement

The basis of measurement shall be by the length of paved and/or unpaved alleys in miles within the District which is specified in Public Works' current Classification of Road Surfaces and is considered to be accurate. Public Works will compensate the Contractor for alley cleanup services at the monthly compensation which is computed by multiplying the monthly rate per mile of alley by the total length of alleys within the District in miles as shown in Form PW-2, Schedule of Prices, for Task Two – Alleys. The total length of alleys in the District as shown on Form PW-2, Schedule of Prices, is approximately 12.66 miles. No rate adjustments for inflation and/or other causes under the Street and Alley Cleanup Program will be made during the life of this Contract for Task Two.

3. Funds

Except as otherwise provided, the Contractor shall look exclusively to the Road Fund for payment of the street and alley clean up. No liability against the District's funds or the County or any officer or agent of said County will arise by reason of lack of funds in the Road Fund.

4. Dissolution of District

It is understood that in the event of the dissolution of the District, 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 District was created, or by operation of law, or resulting from municipal annexation or incorporation.

C. Method of Payment

Contractor shall present separate monthly invoices for Tasks One and Two in triplicate (one original and two copies) for all work performed during the preceding month in the monthly amount shown in Form PW-2, Schedule of Prices. Public Works agrees to make payment to Contractor within 30 days of the receipt of a properly completed invoice from Contractor.

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

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Act. The Health and Safety Code of the State of California, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 Government Code Section 56000, et seg. and Sections 49000 through 49195 of the Public Resources Code, the District reorganization Act of 1965, and the Knox-Nesbet Act.

2. Agreement. The written contract for the performance of the work as outlined in the specifications.

3. Alley. A publicly-owned and maintained narrow street or lane usually located behind a row of buildings or between two rows of buildings that face an adjacent street.

4. Automated Collection. Collection of residential solid waste, recyclable materials, and green waste through the use of mechanical truck equipped with specially-designed hydraulic arms that grasp, lift, and empty special-wheeled, plastic containers which residents roll out to the curb.

5. Best Business Efforts. Those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of that person's business judgment intending in good faith to take steps calculated to satisfy the obligation which that person has undertaken to satisfy; provided that the person and/or any enterprise by which that person is employed would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending those efforts.

6. Board. The Board of Supervisors of the County of Los Angeles.

7. Board of Supervisors. The Board of Supervisors of the County of Los Angeles.

8. Business. Business is a commercial and/or industrial establishment.

9. Buy-Back Center. A fixed location wherein recyclable materials may be sold.

10. Combustible Refuse. All combustible material including, but not limited to paper, rags, discarded household bedding, excelsior, or other packing materials, cardboard cartons, boxes and containers of wood or fiber, sawdust, or shavings from lumber yards, mills, factories, or shops, lumber scraps, wood or wooden articles, grass, trees, plants, vines and the pruning thereof. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.

11. Commercial Establishment. Any site for financial establishments, service-oriented concerns, retail stores, commercial warehouses, professional/governmental offices/facilities, civic concerns, hospitals and other health care facilities, libraries, and nonprofit research organizations.

12. Commingled Refuse and Recyclable Materials. A mixture of refuse and several recyclable materials placed in one container.

13. Commingled Refuse, Recyclable Materials, and Green Waste. A mixture of refuse, several recyclable materials, and green waste placed in one container.

14. Compost. Any product resulting from the controlled biological decomposition of organic wastes that are source separated from the solid waste stream.

15. Composting Center, Station, or Facility. Composting center, station, or facility are facilities whose principal function is to receive and to process green waste through composting. Such a center, station, or facility must have received all necessary permits/licenses, as may be required by Federal, State and local laws and regulations.

16. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract shall include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

17. Contract Work. Construction, maintenance, repair, or service performed for the County by a contractor in conformance with applicable plans and specifications.

18. Contractor. The person or persons, co-partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by the specifications.

19. County. County of Los Angeles and/or County of Los Angeles Department of Public Works and/or Los Angeles County Flood Control District and/or Los Angeles County Road Department and/or Los Angeles County Engineer.

20. Covered Electronic Device. A cathode ray tube, cathode ray tube device, flat panel screen, or any other similar video display device with a screen size that is greater than four inches in size measured diagonally and which Public Works determines when discarded or disposed, would be a hazardous waste pursuant to Chapter 6.5 (commencing with Section 25100) of Division 20 of the Health and Safety Code.

21. Consumer Electronic Device. Any electronic device, or any component of an electronic device, including, but not limited to computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, calculators, and some appliances. A consumer electronic device does not include any CRT device as defined in this Section, or any major appliance as defined in the Public Resources Code Section 42166. The requirements of this chapter only apply to consumer electronic devices as described in Section 66273.2(a) (i.e., those wastes that exhibit the characteristic of toxicity).

22. Covered Electronic Waste. A covered electronic device that is discarded or disposed.

23. Covered Electronic Waste Recycler. A person who engages in the manual or mechanical separation of covered electronic devices to recover components and commodities contained therein for the purpose of reuse or recycling including a person who changes the physical or chemical composition of a covered electronic device as defined in Section 42463(i)(2) and a manufacturer as defined in Section of 42462(i)(3) of the Public Resources Code.

24. CRT. Cathode ray tube (CRT) is a vacuum tube or picture tube used to convert an electrical signal into a visual image.

25. Days. Calendar days unless otherwise defined.

26. Department. Los Angeles County Department of Public Works.

27. Designate Waste. As defined in Section 2522, Title 23 of the California Code of Regulations.

28. Destination Facility. A facility that treats, disposes of, or recycles a particular category of universal waste, except those management activities described in Section 66273.13, Section 66273.33(a), (b), (c) and Section 66273.83. A facility at which a particular category of universal waste is only accumulated, is not a destination facility for purposes of managing that category of universal waste.

29. Designee. The Director's authorized representative from Public Works.

30. Director. The Director of Public Works, County of Los Angeles, as used herein, shall mean the Road Commissioner or County Engineer, County of Los Angeles, or Chief Engineer, Los Angeles County Flood Control District, or the Director's authorized representative(s).

31. Disposal Site. The place, location, tract of land, area or premises in use for the landfill disposal of solid waste. Disposal site includes a solid waste landfill, as defined in Section 46027 of the California Public Resources Code. Unless determined otherwise by the Director/Designee, for the purpose of this Contract, disposal site includes a solid waste facility as defined in Part II, Section 1.58, Transformation Facility.

32. District. Athens/Woodcrest/Olivita Garbage Disposal District as shown in Exhibit E.

33. Facility. Any permitted facility; or recycling center, station or facility; or composting center, station or facility.

34. Garbage. All animal and vegetable refuse from kitchens of households or restaurants, all household waste which has been prepared for or been used for food, or shall have resulted from the preparation of food or table refuse of offal, and every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay dealing in or storage of meats, fish, fowls, fruits, or vegetables, and shall include all refuse which shall have resulted from sorting or the commercial preparation or processing of food products in canneries, dehydrating plants, preserving works, pickling works, or other food manufacturers or distributors. Hazardous, designated, radioactive, and medical waste/materials are specifically excluded.

35. Green Waste. All vegetable cuttings, shrubs, stumps, brushes, tree trimmings, grasses and related materials which have been separated from

other solid waste. Green waste does not include stumps with diameters larger than ten inches. Green waste may also be referred to as yard waste.

36. Hazardous, Radioactive, and Medical Waste Material. All hazardous, radioactive and medical waste, and materials as defined by any Federal, State and local law.

37. Health Officer or County Health Officer. The County Health Officer of the County of Los Angeles or authorized deputy, agent, or representative, the Director of Health Services, or such other person as the Board of Supervisors may designate in lieu of such health officer.

38. Industrial Establishment. Any site for mechanized manufacturing activities including factories, food processing, mineral extraction, power generation, refineries, fuel storage facilities, and publicly-operated treatment works.

39. Kenneth Hahn Hall of Administration. The Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012.

40. Major Appliance. Any domestic or commercial device, including but not limited to a washing machine, clothes dryer, hot water heater, dehumidifier, conventional oven, microwave oven, stove, refrigerator, freezer, air conditioner, trash compactor, and residential furnace.

41. Materials Recovery Facility. A permitted solid waste facility where solid wastes or recyclable materials and green waste are sorted or separated by hand or by use of machinery, for the purposes of recycling or composting.

42. Materials Which Require Special Handling. Sodium azide canisters in unspent air bags which are determined to be hazardous by Federal and State law or regulation, encapsulated polychlorinated biphenyls (PCBs) in major appliances, and chlorofluorocarbons (CFCs) injected in air conditioning/refrigeration units or any other hazardous waste or hazardous material regulated by the California Department of Toxic Substances Control.

43. Metallic Discard. Any large metal article or product, or any part thereof, including but not limited to metal furniture, machinery, major appliances, electronic products, and wood-burning stoves.

44. Medical Waste. As defined in Chapter 6.1 (The Medical Waste Act), Division 20 of the California Health and Safety Code.

45. Multi-family Residence. All parcels of land which contain three dwelling units or more.

46. Multi-family Resident. Property owners or tenants of all parcels of land which contain three dwelling units or more.

47. Noncombustible Refuse. All ashes, bottles, broken glass, crockery, earthenware, tin cans, tin ware, wire netting, articles of discarded metal or stone, automobile tires and tubes, metal kegs, barrels, casks, water heaters and dismantled incinerators, plaster, stucco, dirt, rocks, brick and other such building material. Hazardous, designated, radioactive, and medical waste/material as defined is specifically excluded.

48. Permitted Facility. Any facility where disposal of refuse occurs. Such facilities must have received a solid waste facility permit and all other applicable Federal, State and local agency permits.

49. Permitted Transformation Facility. A transformation facility for which there exists 1) a current Solid Waste Facility Permit issued by the Local Enforcement Agency and concurred by the California Integrated Waste Management Board, 2) a Land Use Permit/Conditional Use permit issued by the local jurisdiction's land use authority, 3) a Permit to Operate issued by the local Air Quality Management/Air Quality Pollution Control District, and, if applicable, 4) a Waste Discharge Requirements permit issued by the appropriate California Regional Water Quality Control Board. See also Transformation Facility.

50. Proposal/Bid. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals, Invitation for Bids).

51. Proposal/Bid Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals/Bids shall be submitted.

52. Proposer/Bidder. Any individual, firm, or corporation submitting a priced Proposal/Bid for the work, acting directly or through a duly authorized representative.

53. Reasonable Business Efforts. Those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of that person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which that person has undertaken to satisfy; provided that the person and/or any enterprise by which that person is employed would not incur a financial loss (other than

time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending those efforts.

54. Recyclable Materials. All aluminum and metal cans; newspapers, all plastics Nos. 1 and 2, mixed paper, junk mails, magazines, telephone books, cardboard and office paper; glass bottles and/or jars; plastic soda bottles and milk and water containers; plastic bags, such as bread, frozen food, and grocery bags and/or squeezable condiment containers; and green waste. Recyclable materials, for the purpose of this Contract also include food waste generated by the commercial food establishments within the District. The Director may expand the definition to include other plastics, paper, glass, used motor oil, ferrous metal, aluminum, or other recyclable materials upon 30 days written notice to the Contractor.

55. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation as defined as the incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

56. Recycling Center, Station, or Facility. Recycling centers, stations, or facilities are facilities whose principal function is to receive, store, convert, separate or transfer recyclable materials for processing. Such a center, station, or facility must have received all necessary permits/licenses as may be required by Federal, State and local laws and regulations.

57. Refuse. Refuse for this Contract shall be defined as solid waste as defined in the Los Angeles County Code, Section 20.72.190 and/or Section 40191 of the California Public Resources Code.

58. Refuse Container. Container designed for safe handling of refuse. Such container must be non-absorbent, water-tight, vector-resistant, durable, and easily cleanable. Containers shall be of adequate size and in sufficient numbers to contain without overflowing, all the refuse that a property generates within the designated removal period. Containers shall not exceed reasonable lifting weights for an average physically fit individual except where mechanical loading systems are used. In all instances, container shall not be larger than three cubic yards.

59. Residences. All single-family residences and duplexes.

60. Residents. Property owners or tenants of single-family residences and duplexes.

61. Responsible Propose/Bidder. Proposer/Bidder who meets all the requirements outlined in the Specifications.

62. Solicitation Document. Request for Proposals, Invitation for Bid, Request for Quotation, etc.

63. Solid Waste. As defined in Section 40191 of the California Public Resources Code and/or Section 20.72.190 of the County Code. For the purpose of this Contract, solid waste does not include liquid waste. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.

64. Specifications. The directions, provisions, and requirements contained herein, and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

65. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

66. Transformation Facility. Defined in Section 18720(77), Title 14 of the California Code of Regulations as a facility whose principal function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, destructive distillation, or gasification, or to chemically or biologically process solid wastes, for the purpose of volume reduction, synthetic fuel production, or energy recovery. Transformation facility does not include a composting facility. See also Permitted Transformation Facility.

67. Waste stream. The total flow of solid waste from homes, businesses, institutions, and manufacturing plants that must be recycled, burned, or disposed of in landfill; or any segment thereof, such as the residential waste stream or the recyclable waste stream.

68. White Goods. See definition for Major Appliance.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Public Convenience

The Contractor shall so 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.

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. 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 the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The 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.

I. 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.

J. Safety Requirements

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

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

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

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or

responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The 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. The 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.

P. Recycled-Content Paper Products

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

Q. Liquidated Damages

All times, limits, and acts required to be done by these Specifications are of the essence of this Contract and should Contractor fail to perform or complete the work required to be done at the time set forth in these Specifications, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the case, will be extremely difficult and impractical to fix; that the District and Contractor have endeavored to fix the amount of said damages in advance; that the amounts set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed now or could be fixed at or after such breach, and that therefore, the District and Contractor hereby fix the liquidated damages set forth hereinafter and not as a penalty of forfeiture for breach of this Contract, and in the case of any such breach the District may assess such liquidated damages and deduct said amount from the amount due Contractor under this Contract.

1. Failure to maintain the collection schedule during the hours of service as defined in Exhibit A, Section 1.E, Hours and Days of Service, $10 per day per dwelling unit, business or commercial establishment not collected on the scheduled day.

2. Mixing recyclable materials/green waste with refuse during collection –$200 per occurrence.

3. Failure to remedy a complaint which is found to be justified by the Director/Designee within 24 hours after notification by the Director/Designee - $200 per 24-hour period for each complaint.

4. Failure to timely respond to customer calls during Phone Hours - $25 per occurrence.

5. Leaking or spilling refuse, recyclable materials or green waste and failure to pick up such refuse, recyclable materials, or green waste - $75 per each occurrence.

6. Leaking or spilling hydraulic fluid or other liquid and failing to pick up or clean-up those substances immediately - $100 per each occurrence.

7. Failure to answer the telephone during the hours specified in these Specifications - $100 for each occurrence.

8. Failure to have employees dressed uniformly in clean uniforms - $50 per employee per day.

9. Failure to maintain any truck for collecting refuse, recycling, and/or green waste in accordance with these Specifications after one warning by the Director/Designee - $150 per truck per day.

10. Failure to submit any required reports and/or proof of publication/delivery in the time frame as specified in these Specifications - $200 per occurrence.

11. Failure to maintain the hours of operation between 7 a.m. and 5 p.m. - $200 per truck per occurrence per day.

12. Failure to print, paint, or display the District's name and Contractor's name and telephone number on any collection truck used in the District - $100 per truck per day.

13. Failure to publish/distribute public notices, or to fulfill any requirements of the Public Education Program/Campaign within the time frame specified in these Specifications - $1,000 per occurrence.

14. Failure to deliver containers to residences, multi-family residences, businesses, and commercial/industrial establishments for automated collection of refuse, recyclable materials, and green waste within the time frame specified in these Specifications - $100 per day per dwelling unit.

15. Failure to follow Special Safety Requirements specified in these Specifications - $250 per occurrence.

16. Failure to properly manage covered electronic devices and other consumer devices as specified in these Specifications - $10 per device.

17. Failure to provide notice of change in insurance certificate or renewal certificate - $100 per day; and for each day thereafter - $300 per day.

18. Failure to perform alley cleanup specified in these Specifications - $5,000 per mile or portion thereof.

19. Failure to perform street and alley cleanup in response to a complaint or request from Director/Designee for Task Two by the next collection day or using Best Business Efforts - $200 per occurrence plus the actual cost to

Public Works to remedy the complaint. These costs may include staff time to investigate the complaint as well as staff time required to clean up a complaint location including equipment cost.

20. Failure to perform street and alley cleanup in response to an emergency situation as determined by the Director/Designee within 24 hours of receiving the complaint or request - $200 per occurrence plus the actual cost to Public Works to remedy the complaint. These costs may include staff time to investigate the complaint as well as staff time required to cleanup a complaint location including equipment cost.

The actual cost of investigation by the Director/Designee of any failure or violation may be assessed in addition to the above schedule of liquidated damages.

The Director/Designee may decline to levy liquidated damages if its found that the violation of these Specifications is insignificant or caused by a strike or accident or similar occurrence beyond the control of Contractor as defined in this Exhibit's Section 3.R, Default and Termination. In the event that the Director/Designee determines to levy liquidated damages, the Director/Designee shall so notify Contractor in writing. Public Works will thereupon deduct the amount of such liquidated damages from any payment which is due to Contractor or which thereafter becomes due. The determination by the Director/Designee hereunder shall be final and conclusive.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The 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 Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or

gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the 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 the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

E. <u>Assignment</u>

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable

information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

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

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

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the 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 of the Federal Social Security Act (42 USC Section 653) and California Unemployment

Insurance Code Section 1088.5, and shall implement 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).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The 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 the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that

consideration, in any form, was offered or given by the 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 the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

M. Notice of Delay

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time,

any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

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

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

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer

period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 3.R.4, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be 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 it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 3.G, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Section 3.R.1, Default, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.

c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

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 in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of 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 the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the 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.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B, Indemnification (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. <u>Compensation for County Costs</u>

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.

F. <u>Insurance Coverage Requirements for Subcontractors</u>

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor;or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, 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 said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

H. Performance Security

1. A faithful performance bond (Exhibit G, Bond for Faithful Performance) in the sum of not less than 50 percent of the annual combined Contract price for Task One and Task Two (or if Task One is awarded only, the sum of not more than 50 percent of Task One's annual price) payable to the County and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by Contractor of the terms and conditions of this Contract and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, or;

2. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than 50 percent of the annual combined Contract price for Task One and Task Two (or if Task One is awarded only, the sum of not more than 50 percent of Task One's annual price) may be acceptable.

I. Renewals

All insurance or renewals, as described above, shall be hand-delivered and filed with the Director/Designee at least 30 days prior to the expiration of then-current policy. If any insurance is not filed or renewed, as herein provided, this Contract shall be ipso facto forfeited, and Contractor shall be responsible for any damages suffered by the District as a result thereof.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The 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. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. 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 Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the 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;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and

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

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

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the

effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

The 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 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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 the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the 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.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the 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 the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the 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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the 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.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

B. The 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.

C. The 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.

D. If the 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:

   1. 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;

   2. 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; and

   3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

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 whom 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 2003 are less than $34,692 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 are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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 9, 2004.

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 get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov**.

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 the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT D.1

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne B. Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

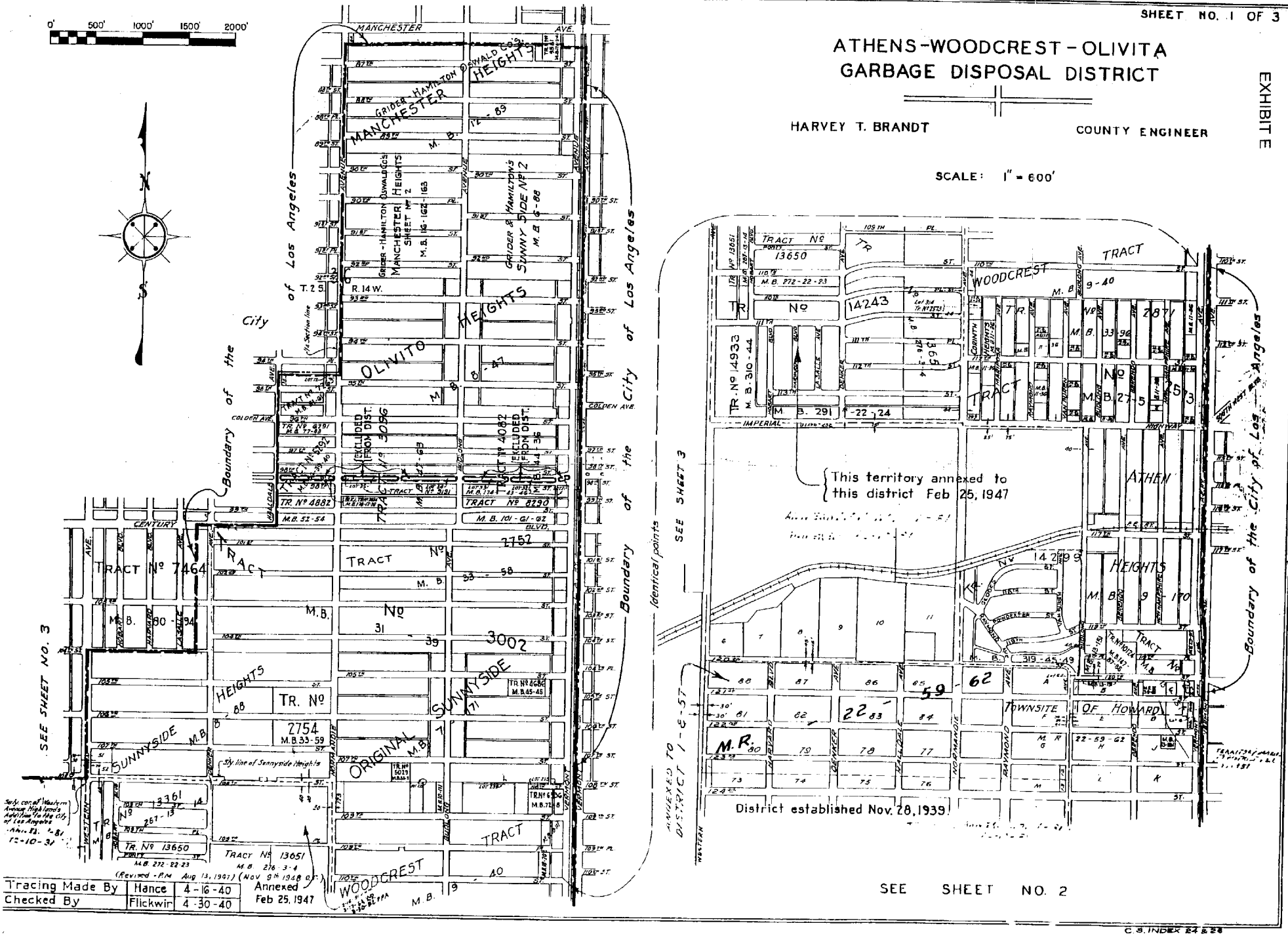
Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATHENS-WOODCREST-OLIVITA GARBAGE DISPOSAL DISTRICT

HARVEY T. BRANDT — COUNTY ENGINEER

SCALE: 1" = 600'

EXHIBIT E

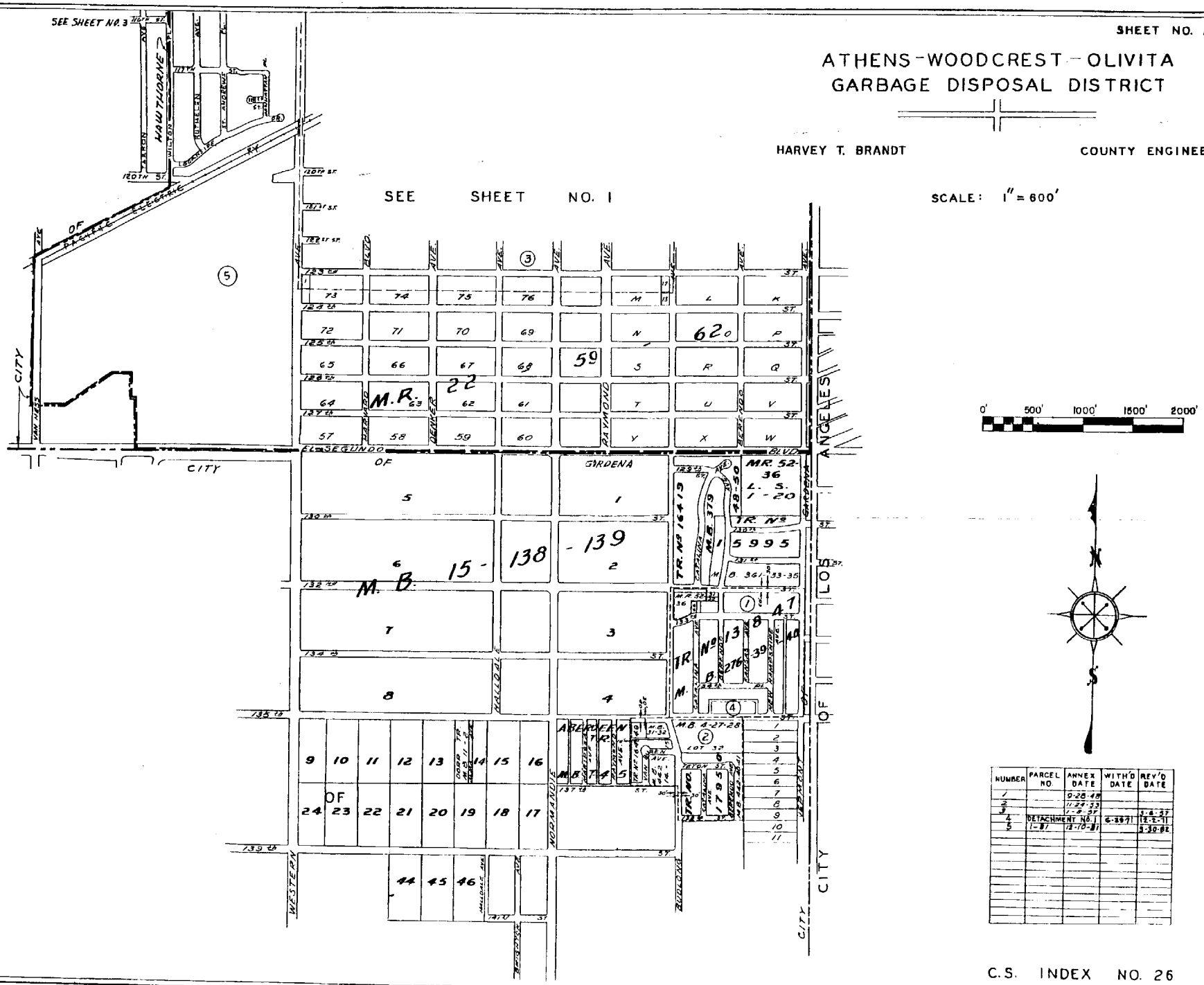


C.S. INDEX 24 & 28

ATHENS-WOODCREST-OLIVITA GARBAGE DISPOSAL DISTRICT

HARVEY T. BRANDT — COUNTY ENGINEER

SCALE: 1" = 600'



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1		9-28-48		
2		11-24-53		
3		1-8-57		5-6-57
4	DETACHMENT NO. 1		6-29-71	12-2-71
5	1-87	12-10-87		5-30-88

C.S. INDEX NO. 26

ATHENS-WOODCREST-OLIVITA GARBAGE DISPOSAL DISTRICT

HARVEY T. BRANDT COUNTY ENGINEER

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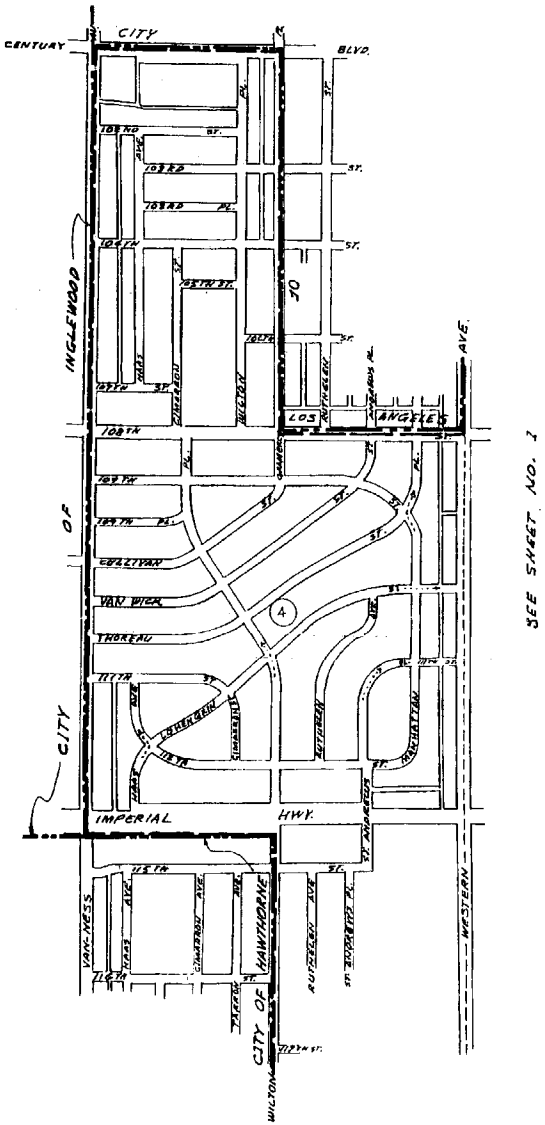

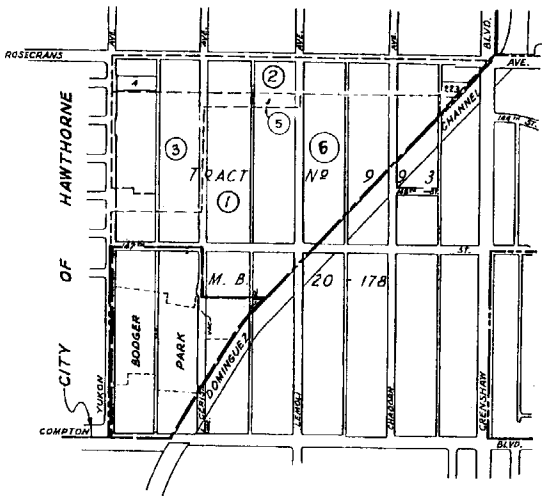

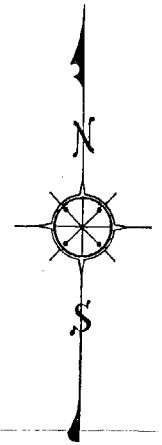

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2	DETACHMENT NO. A-504		7-2-69	7-28-70
3	DETACHMENT NO. A-560		12-7-72	3-8-77
4	1-81	12-10-81		3-30-82
5	RESOL.	NO. 5179	4-30-82	5-17-82
6	RESOL.	NO. 5416	5-1-85	5-10-85

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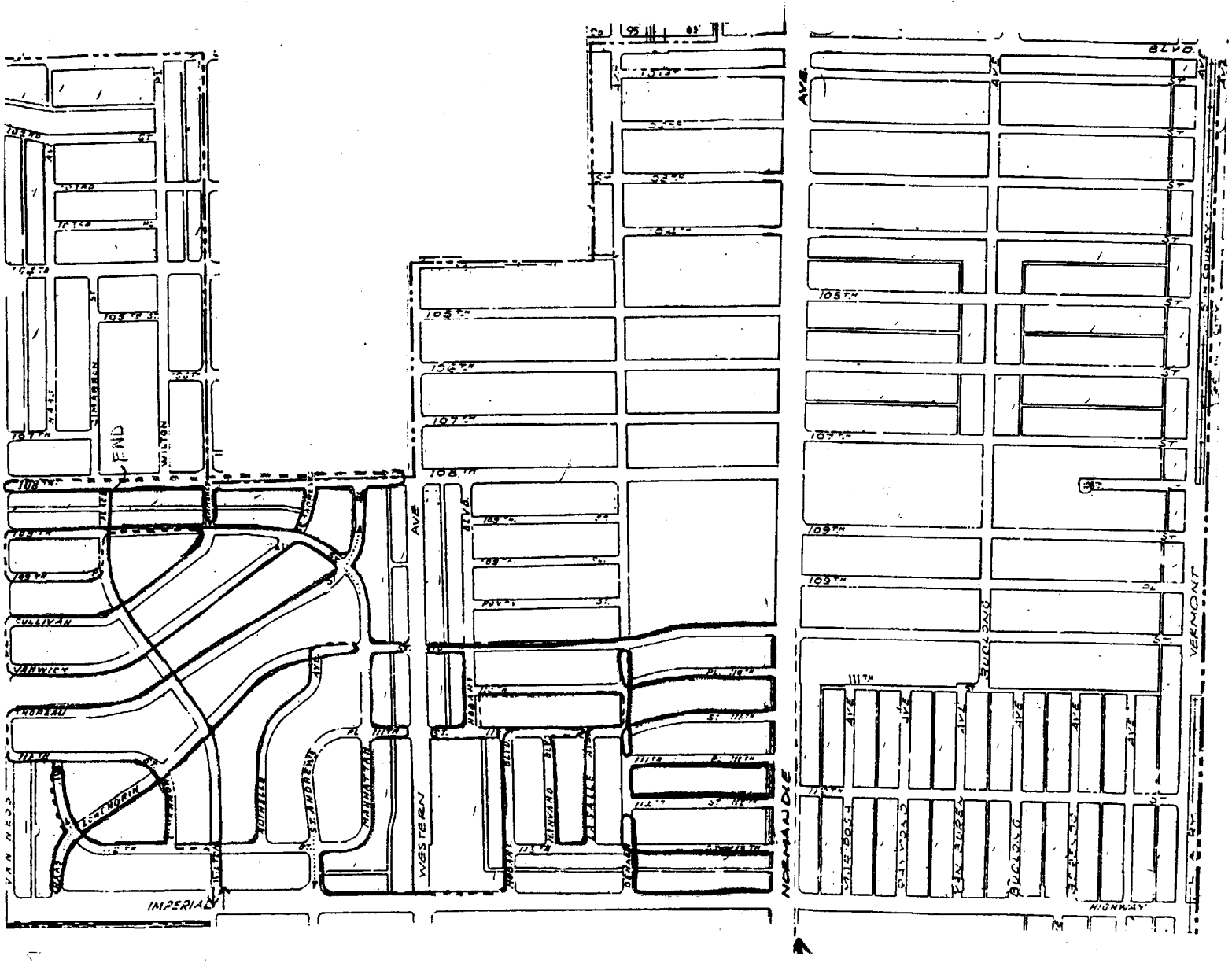
W. S. 25



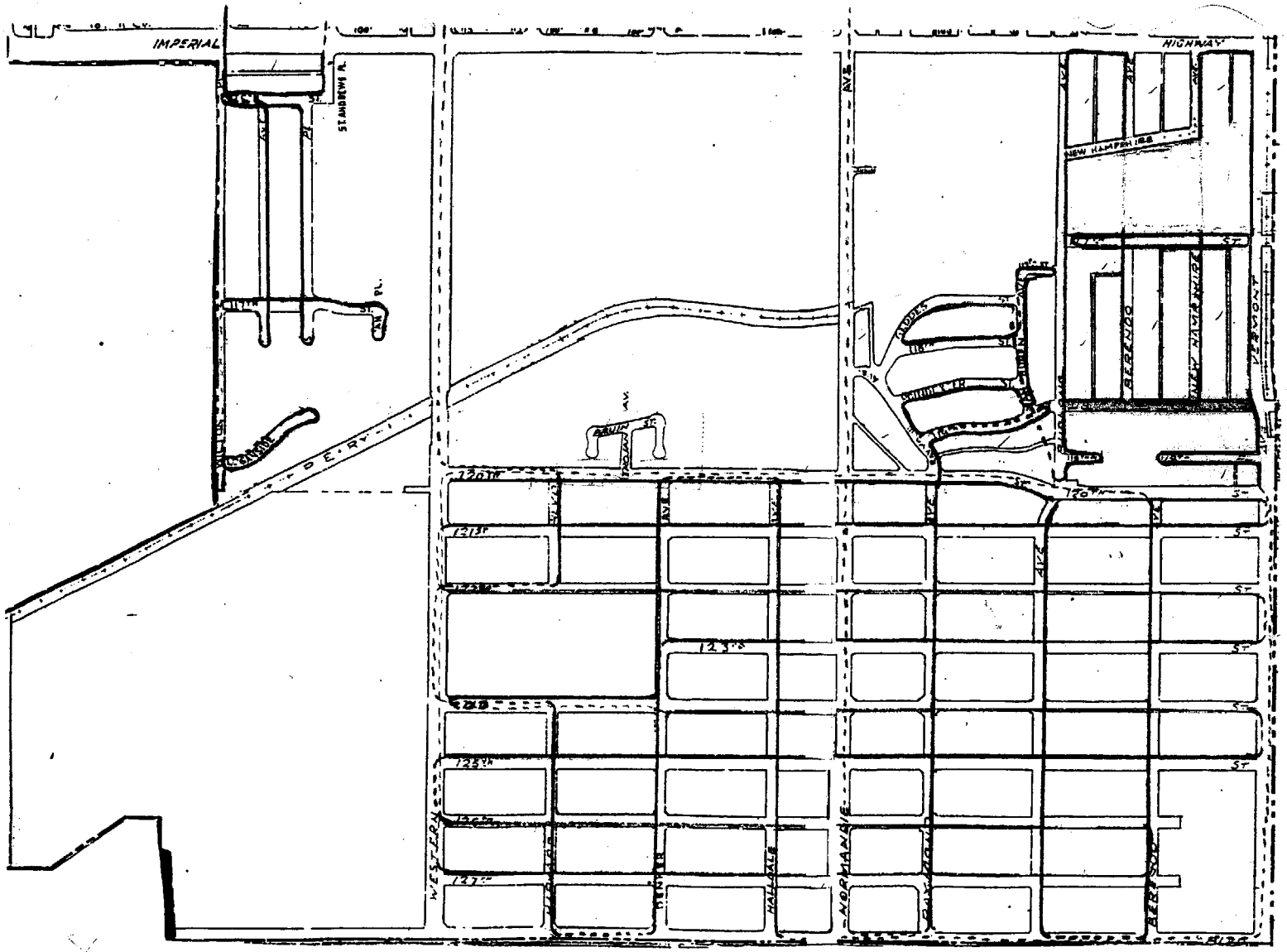
UNIT 39
MONDAY

- 8
8-10 3.17
9-11
10-12
11-1
12-2 2.16
1-3 2.61
2-4 2.72

ALLEYS (THIS PAGE) 5.5 x 2 = 11.0 CM

EXHIBIT F.1

EXHIBIT F - Maps for Sweeping Routes for the Streets and Alleys in the Athens/Woodcrest/Olivita GarbageDisposal District



AREA OF FREEWAY CONSTRUCTION

MONDAY
UNIT 39

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10-12	2.36
11-1	.80
12-2	3.23
1-3	1.16
2-4	1.44

0.39
Thursday
6 30-7 30
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sides

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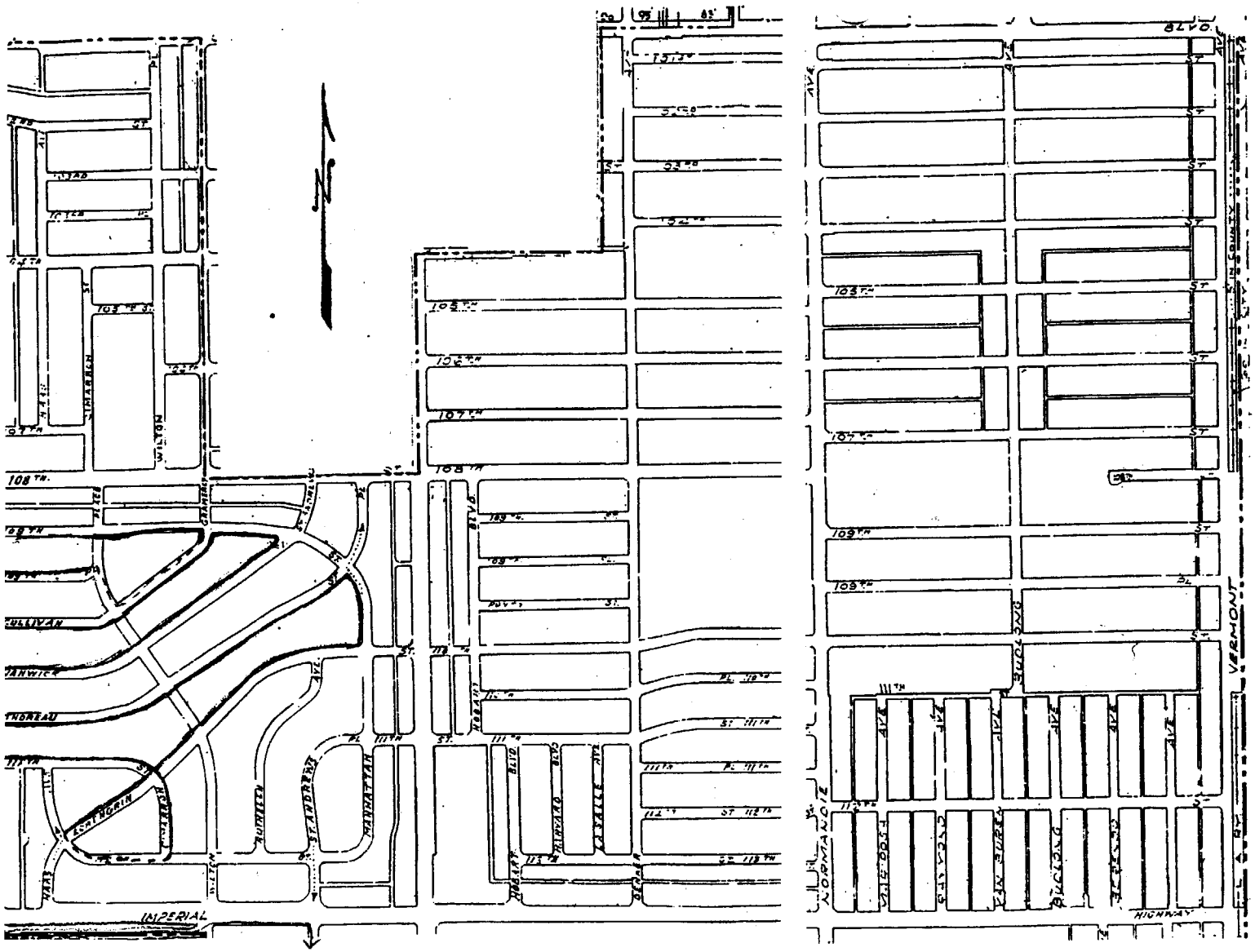
MEDIANS = 1.94 CM

EXHIBIT F.2



UNIT 39
TUESDAY

- 8
- 8-10 2.62
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- 10-12
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- 12-2
- 1-3
- 2-4

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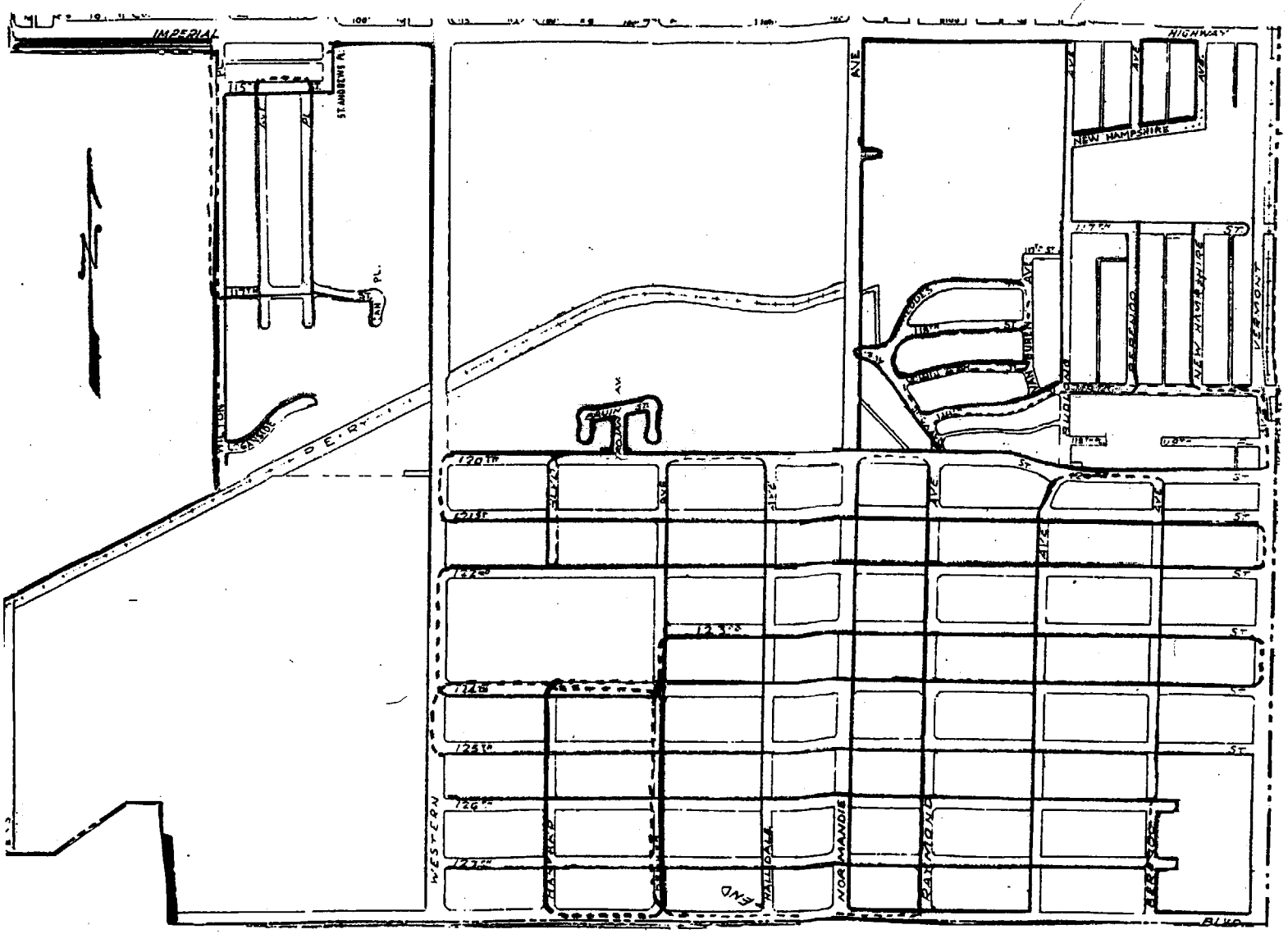
EXHIBIT F.3



TUESDAY
UNIT 39

8-10
9-11 2.12
10-12
11-1 2.80
12-2 3.62
1-3 2.90
2-4 2.31

0.39

Thursday
6:30-7:30
N/S
sides

15.82 cm

EXHIBIT F.4

UNIT 39
WEDNESDAY
-8
8-10 2:62
9-11
10-12
11-1
12-2
1-3
2-4

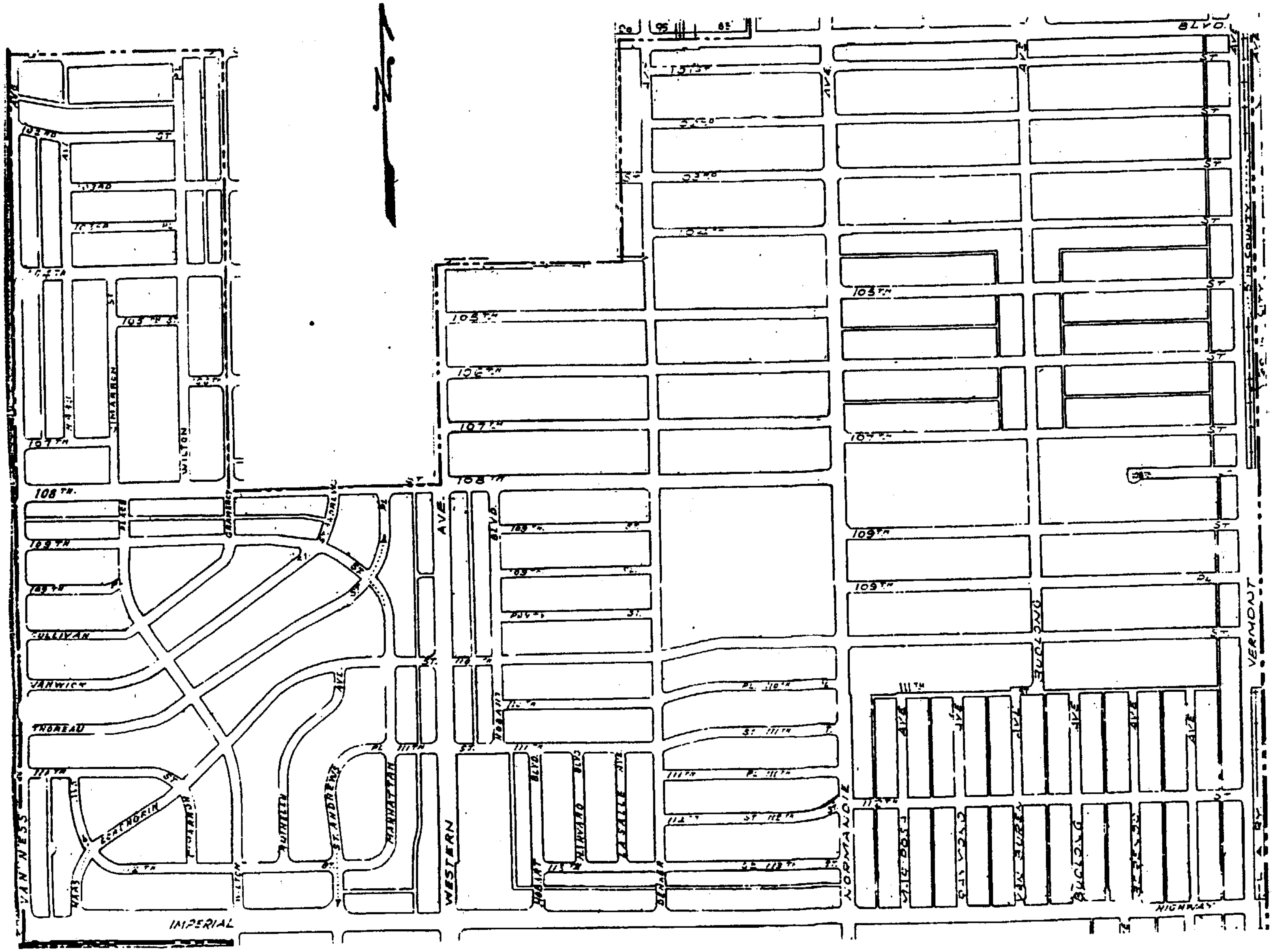
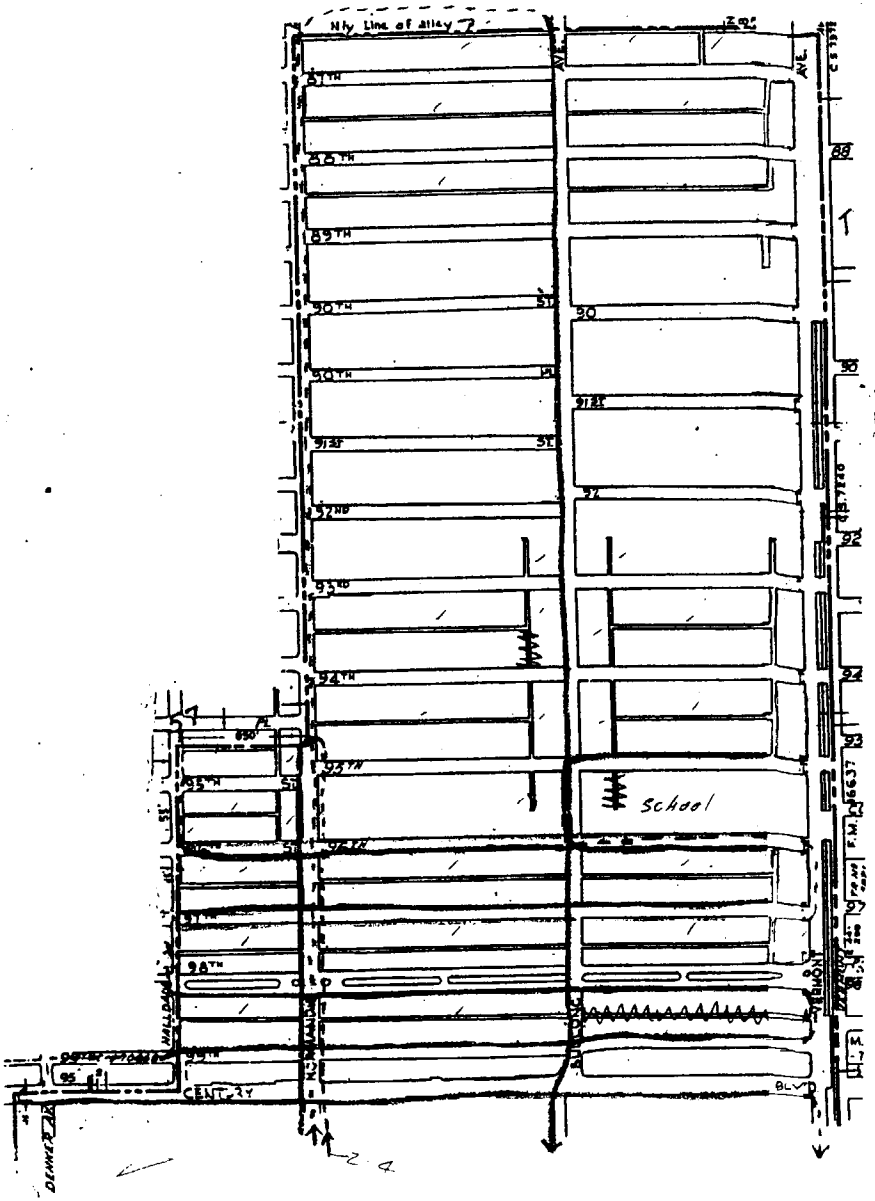


EXHIBIT F.5



UNIT 39
THURSDAY

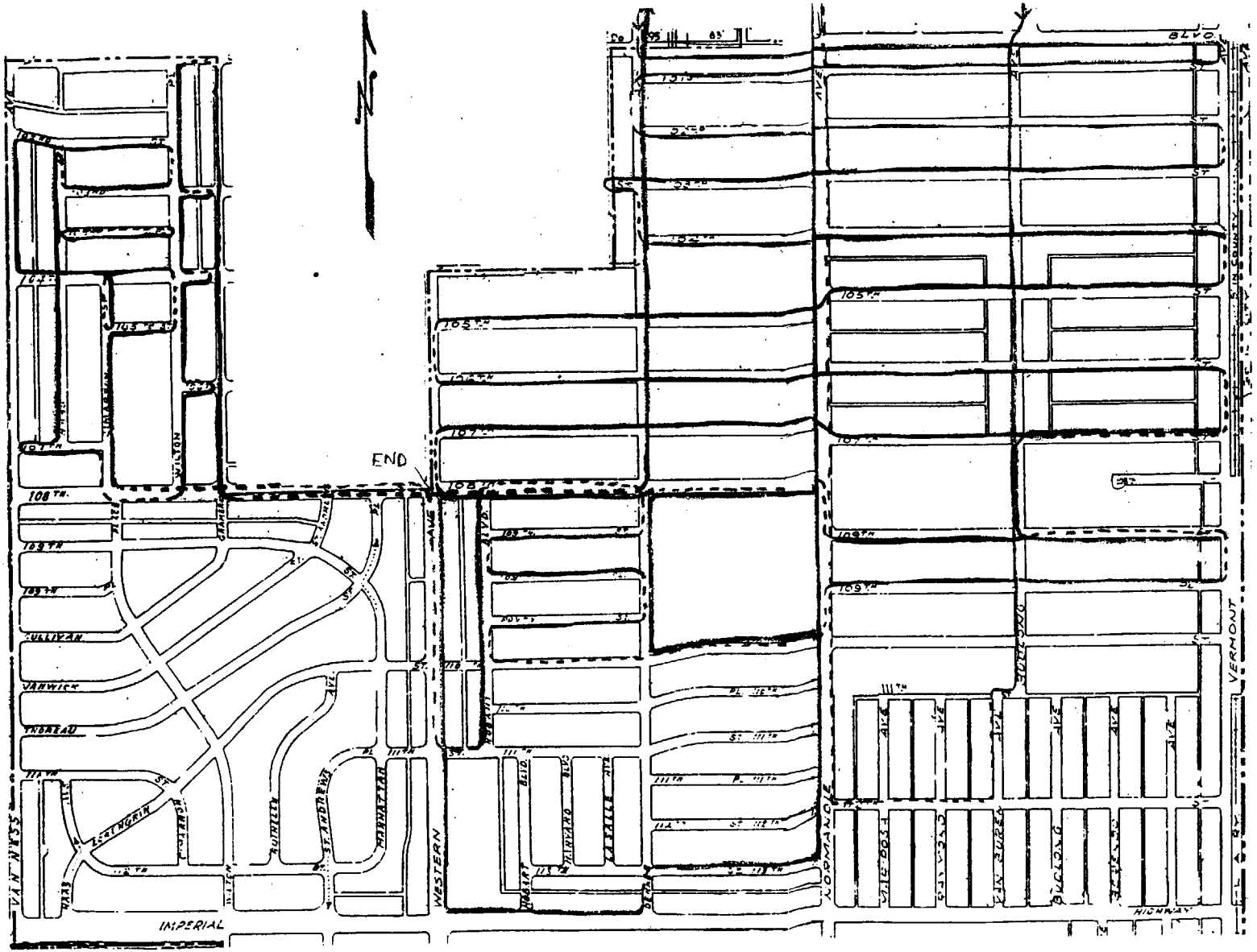
- -8 0.49
- 8-10 4.42
- 9-11 2.69
- 10-12
- 11-1
- 12-2
- 1-3 .80
- 2-4

ALLEYS (THIS PAGE) = 4.37
x 2
8.74

1in = 600 ft

8.40
8.74
17.14

EXHIBIT F.6

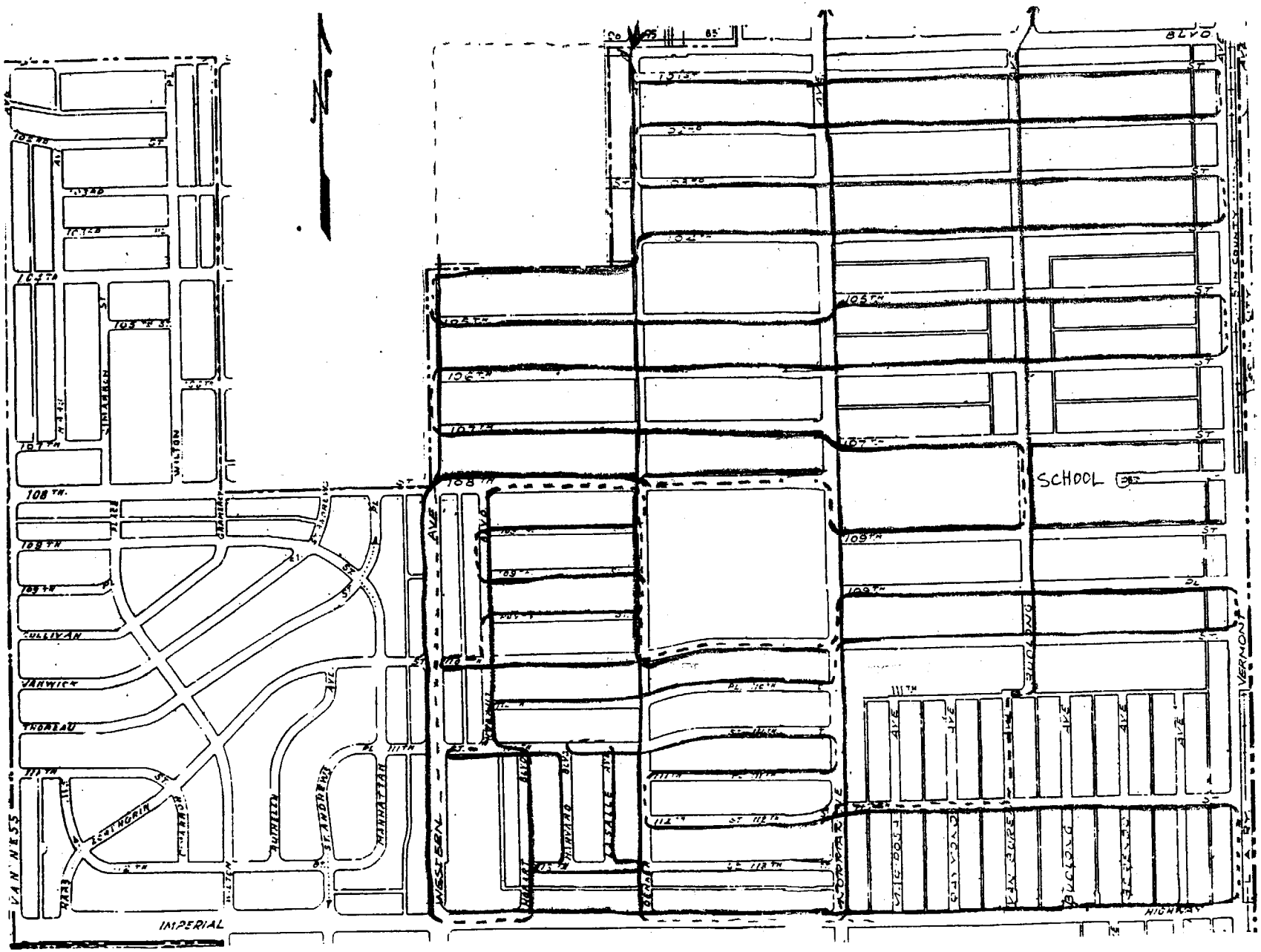


UNIT 39
THURSDAY

- -8 1.17
- 8-10
- 9-11
- 10-12 4.10
- 11-1 1.22
- 12-2 3.26
- 1-3 1.03
- 2-4 2.36

13.15 CM STS

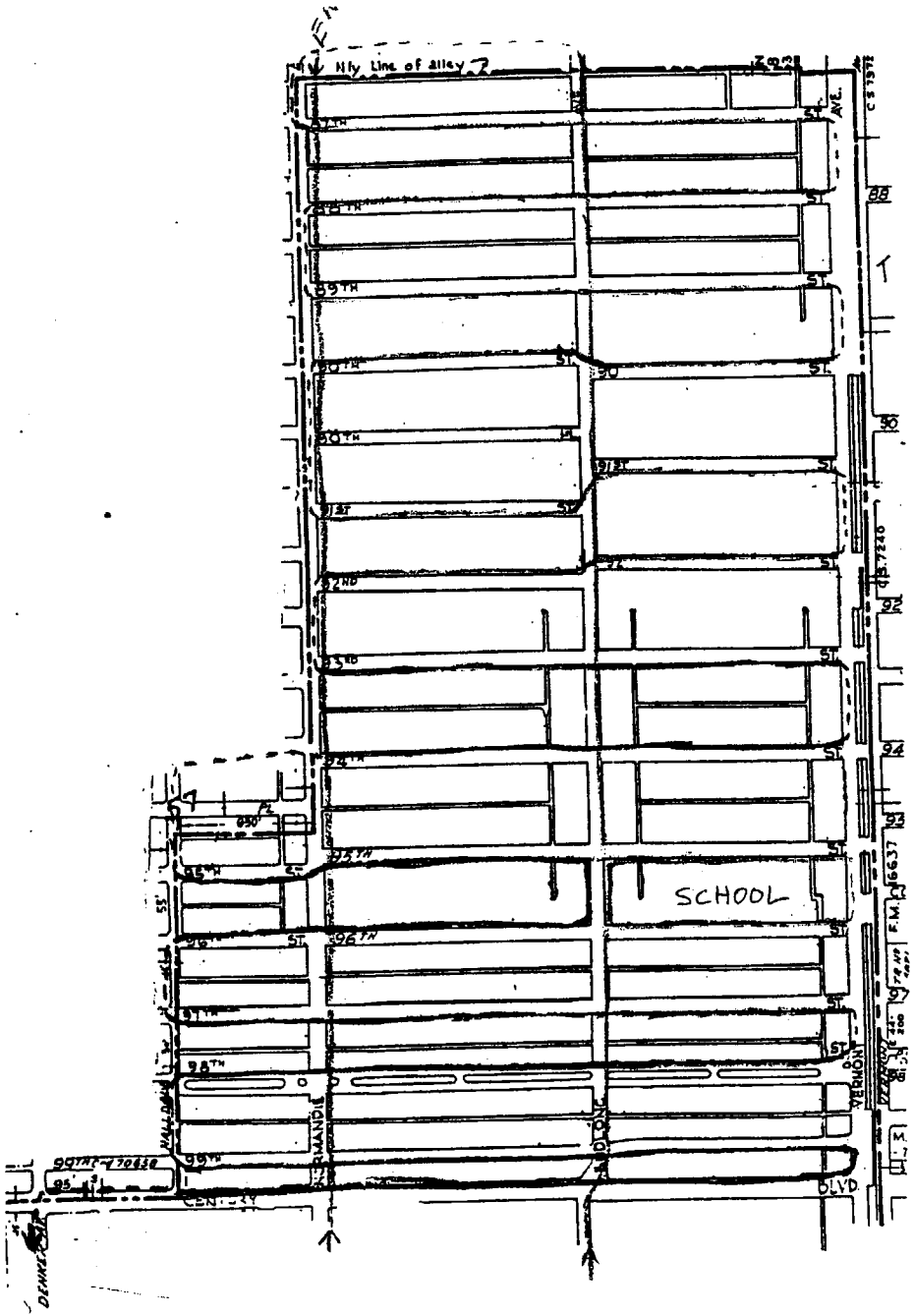
EXHIBIT F.7



UNIT 39
FRIDAY

- 8 1.16
- 8-10 2.21
- 9-11 0.526
- 10-12
- 11-1 3.84
- 12-2 3.86
- 1-3 3.58
- 2-4 1.69

EXHIBIT F.8



UNIT 39
FRIDAY
-8 0.70
8-10 0.56
9-11 3.49
10-12 3.70
11-1
12-2
1-3
2-4 0.77

755 cm SFS

EXHIBIT F.9

ENCLOSURE B.1

Request for Local Small Business Enterprises (LSBE) Preference Program Consideration and [illegible]

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME:	H & C DISPOSAL CO.
My County (WebVen) Vendor Number:	

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
☐	As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	%# 53				

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					11%	
Hispanic/Latino					70%	1%
Asian or Pacific Islander						
American Indian						
Filipino						
White	2%	2%	1%		2%	11%

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	Operations Mgr	1/26/05

ENCLOSURE B.2

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME:	BFI Waste Systems of N.A. , Inc.
My County (WebVen) Vendor Number:	

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
☐	As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	N/A %	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
TERRY SHAW	GENERAL MGR	1/6/05

ENCLOSURE B.3

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME: Consolidated Disposal Service LLC
My County (WebVen) Vendor Number:

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
☐	As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Vice-President	January 26, 2005

ENCLOSURE B.4

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME: USA Waste of California, Inc., dba Waste Management

My County (WebVen) Vendor Number:

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
☐ I AM	
☐	As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 224

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			3		23	2
Hispanic/Latino			4		163	4
Asian or Pacific Islander					2	2
American Indian						
Filipino						
White			3	3	13	1

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. **Publicly Hel Corporation

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title: Vice President	Date: January 25,2005

ENCLOSURE B.5

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME: **United Pacific Waste**
My County (WebVen) Vendor Number:

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
☐	As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☑ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): **62**					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			1		43	3
Asian or Pacific Islander						1
American Indian						
Filipino						
White	3		4	3	1	2

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	Chief Executive Officer	01/26/05

ENCLOSURE C

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 240
Bid Title : ATHENS/WOODCREST/OLIVITA GARBAGE DISPOSAL DISTRICT
Bid Type : Service
Department : Public Works
Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE
Open Date : 12/21/2004
Closing Date : 1/19/2005 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : $ 4,500,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for garbage disposal services in the Athens/Woodcrest/Olivita Garbage Disposal District. The annual cost of this service is estimated to be at least $4.5 million.

A Bidders' Conference will be held on Thursday, January 6, 2005, at 1:30 p.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room E. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject all bids received from those who do not attend this Conference.

Bidders are encouraged to be prepared to ask questions concerning this Invitation for Bids' (IFB) contract requirements, specifications, terms, and conditions. Upon conclusion of the Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through a written addenda to all who attended the Conference and only if time permits.

Basic Minimum Requirements: Bidders are required to have at least three-years experience in collecting refuse and one year's experience in collecting and managing recyclable materials and green waste from residences and/or multi-family residences, and/or businesses and commercial/industrial establishments at the time of bid submission. Bidders also required to demonstrate they have the necessary equipment to perform the work and have an annual gross business income of at least three times the total annual bid amounts. Additional requirements are contained in the IFB.

The deadline to submit a bid is Wednesday, January 19, 2005, at 5:30 p.m. Sealed bids must be submitted to the Public Works Cashier at the above address. To ensure proper identification of your bid, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct your questions to Mr. Mark Hill at (626) 458-4074, Monday through Thursday, 7 a.m. to 5 p.m.

If not enclosed with this notice, the IFB with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from the Public Works Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Libia Orellana at (626) 458-4077, or at mlucero@ladpw.org.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Libia Orellana
Contact Phone# : (626) 458-4077
Contact Email : lorellana@ladpw.org
Last Changed On : 12/23/2004 7:34:59 AM

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