

1 AGREEMENT

2 **33600**

3 THIS AGREEMENT is made and entered, in duplicate, as of September 18,
4 2014, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on September 16, 2014, by and between
6 EDCO TRANSPORT SERVICES, LLC, a California limited liability company
7 ("Consultant"), with a place of business at 2755 California Avenue, Signal Hill, California
8 90755, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with receiving, processing, transfer and disposal services; and

11 WHEREAS, City has selected Consultant in accordance with City's
12 administrative procedures and City has determined that Consultant and its employees
13 are qualified, licensed, if so required, and experienced in performing these specialized
14 services; and

15 WHEREAS, City desires to have Consultant perform these specialized
16 services, and Consultant is willing and able to do so on the terms and conditions in this
17 Agreement;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
19 conditions in this Agreement, the parties agree as follows:

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this
23 reference, in accordance with the standards of the profession, and City shall pay
24 for these services in the manner described below, not to exceed Five Hundred
25 Sixty Thousand Dollars (\$560,000) annually, at the rates or charges shown in
26 Exhibit "B".

27 B. The City's obligation to pay the sum stated above for any one
28 fiscal year shall be contingent upon the City Council of the City appropriating the

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 necessary funds for such payment by the City in each fiscal year during the term
2 of this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year.
4 In the event that the City Council of the City fails to appropriate the necessary
5 funds for any fiscal year, then, and in that event, the Agreement will terminate at
6 no additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for
8 these services; provided, however, that access to City documents, records and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

11 D. Consultant has requested to receive regular payments. City
12 shall pay Consultant in due course of payments following receipt from Consultant
13 and approval by City of invoices showing the services or task performed, the time
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify
15 on the invoices that Consultant has performed the services in full conformance
16 with this Agreement and is entitled to receive payment. Each invoice shall be
17 accompanied by a progress report indicating the progress to date of services
18 performed and covered by the invoice, including a brief statement of any Project
19 problems and potential causes of delay in performance, and listing those services
20 that are projected for performance by Consultant during the next invoice cycle.
21 Where billing is done and payment is made on an hourly basis, the parties
22 acknowledge that this arrangement is either customary practice for Consultant's
23 profession, industry or business, or is necessary to satisfy audit and legal
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 September 18, 2014, and shall terminate at 11:59 p.m. on September 17, 2016, unless
5 sooner terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner.

7 3. COORDINATION AND ORGANIZATION.

8 A. Consultant shall coordinate its performance with City's
9 representative, if any, named in Exhibit "C", attached to this Agreement and
10 incorporated by this reference. Consultant shall advise and inform City's
11 representative of the work in progress on the Project in sufficient detail so as to
12 assist City's representative in making presentations and in holding meetings on
13 the Project. City shall furnish to Consultant information or materials, if any,
14 described in Exhibit "D", attached to this Agreement and incorporated by this
15 reference, and shall perform any other tasks described in the Exhibit.

16 B. The parties acknowledge that a substantial inducement to City
17 for entering this Agreement was and is the reputation and skill of Consultant's key
18 employee, Efrain Ramirez. City shall have the right to approve any person
19 proposed by Consultant to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and
23 the manner in which it is performed. Consultant shall be free to contract for similar
24 services to be performed for others during this Agreement; provided, however, that
25 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
26 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
27 Consultant's compensation; (b) City will not secure workers' compensation or pay
28 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide

1 and Consultant is not entitled to any of the usual and customary rights, benefits or
2 privileges of City employees. Consultant expressly warrants that neither Consultant nor
3 any of Consultant's employees or agents shall represent themselves to be employees or
4 agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to
11 Section 1763 of the California Insurance Code and that have ratings of or
12 equivalent to A:VIII by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
16 coverage shall include but not be limited to broad form contractual liability,
17 cross liability, independent contractors liability, and products and
18 completed operations liability. City, its boards and commissions, and their
19 officials, employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement
21 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
22 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
23 CG 20 37 07 04), and this insurance shall contain no special limitations on
24 the scope of protection given to City, its boards and commissions, and
25 their officials, employees and agents. This policy shall be endorsed to
26 state that the insurer waives its right of subrogation against City, its boards
27 and commissions, and their officials, employees and agents.

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

5 (c) Professional liability or errors and omissions insurance in an
6 amount not less than \$1,000,000 per claim.

7 (d) Commercial automobile liability insurance (equivalent in scope
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
9 amount not less than \$500,000 combined single limit per accident.

10 B. Any self-insurance program, self-insured retention, or
11 deductible must be separately approved in writing by City's Risk Manager or
12 designee and shall protect City, its officials, employees and agents in the same
13 manner and to the same extent as they would have been protected had the policy
14 or policies not contained retention or deductible provisions.

15 C. Each insurance policy shall be endorsed to state that
16 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
17 days prior written notice to City, shall be primary and not contributing to any other
18 insurance or self-insurance maintained by City, and shall be endorsed to state that
19 coverage maintained by City shall be excess to and shall not contribute to
20 insurance or self-insurance maintained by Consultant. Consultant shall notify City
21 in writing within five (5) days after any insurance has been voided by the insurer or
22 cancelled by the insured.

23 D. If this coverage is written on a "claims made" basis, it must
24 provide for an extended reporting period of not less than one hundred eighty (180)
25 days, commencing on the date this Agreement expires or is terminated, unless
26 Consultant guarantees that Consultant will provide to City evidence of
27 uninterrupted, continuing coverage for a period of not less than three (3) years,
28 commencing on the date this Agreement expires or is terminated.

1 E. Consultant shall require that all subconsultants or contractors
2 that Consultant uses in the performance of these services maintain insurance in
3 compliance with this Section unless otherwise agreed in writing by City's Risk
4 Manager or designee.

5 F. Prior to the start of performance, Consultant shall deliver to
6 City certificates of insurance and the endorsements for approval as to sufficiency
7 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
8 the insurance, furnish to City certificates of insurance and endorsements
9 evidencing renewal of the insurance. City reserves the right to require complete
10 certified copies of all policies of Consultant and Consultant's subconsultants and
11 contractors, at any time. Consultant shall make available to City's Risk Manager
12 or designee all books, records and other information relating to this insurance,
13 during normal business hours.

14 G. Any modification or waiver of these insurance requirements
15 shall only be made with the approval of City's Risk Manager or designee. Not
16 more frequently than once a year, City's Risk Manager or designee may require
17 that Consultant, Consultant's subconsultants and contractors change the amount,
18 scope or types of coverages required in this Section if, in his or her sole opinion,
19 the amount, scope or types of coverages are not adequate.

20 H. The procuring or existence of insurance shall not be
21 construed or deemed as a limitation on liability relating to Consultant's
22 performance or as full performance of or compliance with the indemnification
23 provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement
27 was and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior
2 approval of City, except that Consultant may with the prior approval of the City Manager
3 of City, assign any moneys due or to become due Consultant under this Agreement. Any
4 attempted assignment or delegation shall be void, and any assignee or delegate shall
5 acquire no right or interest by reason of an attempted assignment or delegation.
6 Furthermore, Consultant shall not subcontract any portion of its performance without the
7 prior approval of the City Manager or designee, or substitute an approved subconsultant
8 or contractor without approval prior to the substitution. Nothing stated in this Section
9 shall prevent Consultant from employing as many employees as Consultant deems
10 necessary for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this
12 Agreement, certifies that, at the time Consultant executes this Agreement and for its
13 duration, Consultant does not and will not perform services for any other client which
14 would create a conflict, whether monetary or otherwise, as between the interests of City
15 and the interests of that other client. And, Consultant shall obtain similar certifications
16 from Consultant's employees, subconsultants and contractors.

17 8. MATERIALS. Consultant shall furnish all labor and supervision,
18 supplies, materials, tools, machinery, equipment, appliances, transportation and services
19 necessary to or used in the performance of Consultant's obligations under this
20 Agreement, except as stated in Exhibit "D".

21 9. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Consultant or furnished to Consultant in
23 connection with this Agreement, including but not limited to documents, estimates,
24 calculations, studies, maps, graphs, charts, computer disks, computer source
25 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
26 information, material and memorandum ("Data") shall be the exclusive property of City.
27 Data shall be given to City, and City shall have the unrestricted right to use and disclose
28 the Data in any manner and for any purpose without payment of further compensation to

1 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
2 Data shall not be made available to any person or entity for use without the prior approval
3 of City. This warranty shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
6 prior written notice to the other party. In the event of termination under this Section, City
7 shall pay Consultant for services satisfactorily performed and costs incurred up to the
8 effective date of termination for which Consultant has not been previously paid. The
9 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
10 effective date of termination, Consultant shall deliver to City all Data developed or
11 accumulated in the performance of this Agreement, whether in draft or final form, or in
12 process. And, Consultant acknowledges and agrees that City's obligation to make final
13 payment is conditioned on Consultant's delivery of the Data to City.

14 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly, other than in the course
16 of performing its services, during the term of this Agreement and for five (5) years
17 following expiration or termination of this Agreement. In addition, Consultant shall keep
18 confidential all information, whether written, oral or visual, obtained by any means
19 whatsoever in the course of performing its services for the same period of time.
20 Consultant shall not disclose any or all of the Data to any third party, or use it for
21 Consultant's own benefit or the benefit of others except for the purpose of this
22 Agreement.

23 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
24 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
25 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
26 without breach of this Agreement by Consultant; or (c) a third party who has a right to
27 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
28 disclosed pursuant to subpoena or court order.

1 13. ADDITIONAL COSTS AND REDESIGN.

2 A. Any costs incurred by City due to Consultant's failure to meet
3 the standards required by the scope of work or Consultant's failure to perform fully
4 the tasks described in the scope of work which, in either case, causes City to
5 request that Consultant perform again all or part of the Scope of Work shall be at
6 the sole cost of Consultant and City shall not pay any additional compensation to
7 Consultant for its re-performance.

8 B. If the Project involves construction and the scope of work
9 requires Consultant to prepare plans and specifications with an estimate of the
10 cost of construction, then Consultant may be required to modify the plans and
11 specifications, any construction documents relating to the plans and specifications,
12 and Consultant's estimate, at no cost to City, when the lowest bid for construction
13 received by City exceeds by more than ten percent (10%) Consultant's estimate.
14 This modification shall be submitted in a timely fashion to allow City to receive new
15 bids within four (4) months after the date on which the original plans and
16 specifications were submitted by Consultant.

17 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
18 amended, nor any provision or breach waived, except in writing signed by the parties
19 which expressly refers to this Agreement.

20 15. LAW. This Agreement shall be construed in accordance with the
21 laws of the State of California, and the venue for any legal actions brought by any party
22 with respect to this Agreement shall be the County of Los Angeles, State of California for
23 state actions and the Central District of California for any federal actions. Consultant
24 shall cause all work performed in connection with construction of the Project to be
25 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
26 federal, state, county or municipal governments or agencies (including, without limitation,
27 all applicable federal and state labor standards, including the prevailing wage provisions
28 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and

1 regulations of any fire marshal, health officer, building inspector, or other officer of every
2 governmental agency now having or hereafter acquiring jurisdiction.

3 16. PREVAILING WAGES.

4 A. Consultant agrees that all public work (as defined in California
5 Labor Code section 1720) performed pursuant to this Agreement (the "Public
6 Work"), if any, shall comply with the requirements of California Labor Code
7 sections 1770 *et seq.* City makes no representation or statement that the Project,
8 or any portion thereof, is or is not a "public work" as defined in California Labor
9 Code section 1720.

10 B. In all bid specifications, contracts and subcontracts for any
11 such Public Work, Consultant shall obtain the general prevailing rate of per diem
12 wages and the general prevailing rate for holiday and overtime work in this locality
13 for each craft, classification or type of worker needed to perform the Public Work,
14 and shall include such rates in the bid specifications, contract or subcontract.
15 Such bid specifications, contract or subcontract must contain the following
16 provision: "It shall be mandatory for the contractor to pay not less than the said
17 prevailing rate of wages to all workers employed by the contractor in the execution
18 of this contract. The contractor expressly agrees to comply with the penalty
19 provisions of California Labor Code section 1775 and the payroll record keeping
20 requirements of California Labor Code section 1771."

21 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
22 constitutes the entire understanding between the parties and supersedes all other
23 agreements, oral or written, with respect to the subject matter in this Agreement.

24 18. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness
2 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
3 whole or in part, out of or in connection with (1) Consultant's breach or failure to
4 comply with any of its obligations contained in this Agreement, including any
5 obligations arising from the Project's compliance with or failure to comply with
6 applicable laws, including all applicable federal and state labor requirements
7 including, without limitation, the requirements of California Labor Code section
8 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations
9 committed by Consultant, its officers, employees, agents, subcontractors, or
10 anyone under Consultant's control, in the performance of work or services under
11 this Agreement (collectively "Claims" or individually "Claim").

12 B. In addition to Consultant's duty to indemnify, Consultant shall
13 have a separate and wholly independent duty to defend Indemnified Parties at
14 Consultant's expense by legal counsel approved by City, from and against all
15 Claims, and shall continue this defense until the Claims are resolved, whether by
16 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
17 breach, or the like on the part of Consultant shall be required for the duty to defend
18 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
19 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
20 in the defense.

21 C. If a court of competent jurisdiction determines that a Claim
22 was caused by the sole negligence or willful misconduct of Indemnified Parties,
23 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out
16 this policy in its use of subconsultants and contractors to the fullest extent
17 consistent with the efficient performance of this Agreement. Consultant may rely
18 on written representations by subconsultants and contractors regarding their
19 status. Consultant shall report to City in May and in December or, in the case of
20 short-term agreements, prior to invoicing for final payment, the names of all
21 subconsultants and contractors hired by Consultant for this Project and information
22 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
23 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
24 637).

25 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
26 accordance with the provisions of the Ordinance, this Agreement is subject to the
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
28 Long Beach Municipal Code, as amended from time to time.

1 A. During the performance of this Agreement, the Consultant
2 certifies and represents that the Consultant will comply with the EBO. The
3 Consultant agrees to post the following statement in conspicuous places at its
4 place of business available to employees and applicants for employment:

5 "During the performance of a contract with the City of Long Beach,
6 the Consultant will provide equal benefits to employees with spouses and its
7 employees with domestic partners. Additional information about the City of
8 Long Beach's Equal Benefits Ordinance may be obtained from the City of
9 Long Beach Business Services Division at 562-570-6200."

10 B. The failure of the Consultant to comply with the EBO will be
11 deemed to be a material breach of the Agreement by the City.

12 C. If the Consultant fails to comply with the EBO, the City may
13 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
14 or to become due under the Agreement may be retained by the City. The City
15 may also pursue any and all other remedies at law or in equity for any breach.

16 D. Failure to comply with the EBO may be used as evidence
17 against the Consultant in actions taken pursuant to the provisions of Long Beach
18 Municipal Code 2.93 et seq., Contractor Responsibility.

19 E. If the City determines that the Consultant has set up or used
20 its contracting entity for the purpose of evading the intent of the EBO, the City may
21 terminate the Agreement on behalf of the City. Violation of this provision may be
22 used as evidence against the Consultant in actions taken pursuant to the
23 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
24 Responsibility.

25 22. NOTICES. Any notice or approval required by this Agreement shall
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a

1 copy to the City Engineer at the same address. Notice of change of address shall be
2 given in the same manner as stated for other notices. Notice shall be deemed given on
3 the date deposited in the mail or on the date personal delivery is made, whichever occurs
4 first.

5 23. COPYRIGHTS AND PATENT RIGHTS.

6 A. Consultant shall place the following copyright protection on all
7 Data: © City of Long Beach, California ____, inserting the appropriate year.

8 B. City reserves the exclusive right to seek and obtain a patent
9 or copyright registration on any Data or other result arising from Consultant's
10 performance of this Agreement. By executing this Agreement, Consultant assigns
11 any ownership interest Consultant may have in the Data to City.

12 C. Consultant warrants that the Data does not violate or infringe
13 any patent, copyright, trade secret or other proprietary right of any other party.
14 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
15 and employees harmless from any and all claims, demands, damages, loss,
16 liability, causes of action, costs or expenses (including reasonable attorney's fees)
17 whether or not reduced to judgment, arising from any breach or alleged breach of
18 this warranty.

19 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

20 that Consultant has not employed or retained any entity or person to solicit or obtain this
21 Agreement and that Consultant has not paid or agreed to pay any entity or person any
22 fee, commission or other monies based on or from the award of this Agreement. If
23 Consultant breaches this warranty, City shall have the right to terminate this Agreement
24 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
25 from payments due under this Agreement or otherwise recover the full amount of the fee,
26 commission or other monies.

27 25. WAIVER. The acceptance of any services or the payment of any

28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 26. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

7 27. TAX REPORTING. As required by federal and state law, City is
8 obligated to and will report the payment of compensation to Consultant on Form 1099-
9 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
10 resulting from payments under this Agreement. Consultant shall submit Consultant's
11 Employer Identification Number (EIN), or Consultant's Social Security Number if
12 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
13 Financial Management. Consultant acknowledges and agrees that City has no obligation
14 to pay Consultant until Consultant provides one of these numbers.

15 28. ADVERTISING. Consultant shall not use the name of City, its
16 officials or employees in any advertising or solicitation for business or as a reference,
17 without the prior approval of the City Manager or designee.

18 29. AUDIT. City shall have the right at all reasonable times during the
19 term of this Agreement and for a period of five (5) years after termination or expiration of
20 this Agreement to examine, audit, inspect, review, extract information from and copy all
21 books, records, accounts and other documents of Consultant relating to this Agreement.

22 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
23 designed to or entered for the purpose of creating any benefit or right for any person or
24 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 EDCO TRANSPORT SERVICES, LLC, a
4 California limited liability company

5 OCTOBER 14, 2014

6 By [Signature]
Name [Signature]
Title [Signature]

7 October 14, 2014

8 By [Signature]
Name FRAN BLANCKE
Title Vice President

9 "Consultant"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 November 21, 2014

13 By [Signature]
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

14 "City"

15 This Agreement is approved as to form on 10/29, 2014.

16 CHARLES PARKIN, City Attorney

17 By [Signature]
18 Deputy

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28
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

SCOPE OF WORK

Contractor shall weigh and receive, and shall furnish all necessary labor, tools, materials, appliances, equipment and facilities for such weighing and receiving at Contractor's Transfer Station, in accordance with all applicable terms and conditions of the Agreement.

Contractor shall keep and maintain the transfer station site open and available for acceptance of solid waste from 6:00 am to 5:00 pm Monday through Saturday and all Contractor Holidays (Memorial Day, Fourth of July, Labor Day and Thanksgiving).

Adequate roadways and clearance within the transfer station site to the point of dumping operations shall be maintained at all times so trucks delivering solid waste can operate with ease and without delay. Contractor shall have sufficient personnel and equipment to ensure ability to accept thirty (30) trucks within a sixty (60)-minute period.

Solid waste to be delivered and deposited at the transfer station may include Residential Solid Waste, Commercial Solid Waste, Green Waste, Street Sweeping, and beach waste exclusive of heavy timbers.

EXHIBIT “B”

Rates or Charges

EDCO DISPOSAL

Disposal Rate Sheet-Environmental Services Bureau

Residential Waste or Municipal Solid Waste (MSW)	<u>\$48.00</u> /per ton
Street Sweeping Waste	<u>\$42.00</u> /per ton
Green Waste (GW)	<u>\$40.00</u> /per ton
Construction and Demo (C&D) Waste	<u>\$50.00</u> /per ton
Bulky Waste (furniture, mattresses, etc...)	<u>\$50.00</u> /per ton
Commercial Waste (primary residential in nature)	<u>\$48.00</u> /per ton

Disposal Rate Sheet –Public Service

Green Waste (trees debris)	<u>\$40.00</u> /per ton
Green Waste (hard to handle stumps)	<u>\$48.00</u> /per ton
Construction and Demo (C&D) Waste (street debris)	<u>\$48.00</u> /per ton

Disposal Rate Sheet-Parks, Recreation and Marine

Special Waste (weathered wood waste-40yard bin)	<u>\$48.00</u> /per ton
Commercial Waste (wood, paper-40 yard bin)	<u>\$40.00</u> /per ton

Disposal Rate Sheet –Water Department

Commercial Solid Waste	<u>\$48.00</u> /per ton
Mixed Dirt (soil, tree roots, etc...)	<u>\$48.00</u> /per ton

EXHIBIT “C”

City’s Representative:

James R. Kuhl, Manager

Environmental Services Bureau

EXHIBIT “D”

Materials/Information Furnished: None

BID NO. N/A
BOND NO. 602599
Premium: \$6,720.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
EDCO Transport Services, LLC dba EDCO Recycling & Transfer
As PRINCIPAL, and International Fidelity Insurance Company Located at _____
2999 Oak Road, Suite 820, Walnut Creek, CA 94597, a corporation, incorporated under the laws of the
State of New Jersey. Admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of
Five Hundred Sixty Thousand and 00/100 DOLLARS
(\$ 560,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)
with said City of Long Beach for the
Operating Transfer Station - Acceptance of Solid Waste, And
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements
and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then
this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in
the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any
extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal
to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors,
successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes,
extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety
unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact
premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the
amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with
all of the formalities required by law on this 3rd day of October, 20 14.

EDCO Transport Services, LLC dba EDCO Recycling & Transfer

International Fidelity Insurance Company

CONTRACTOR/ PRINCIPAL

SURETY

By: [Signature]

By: [Signature]

Name: ALAN WAISH

Name: Lawrence F. McMahon

Title: C.F.O.

Title: Attorney-in-Fact

Telephone: (925) 256-8760

By: [Signature]

Name: STEVE South

Title: C.E.O.

Approved as to form this 29th day of October 20 14

approved as to sufficiency this 11 day of 21, 20 14

Charles Parkin, City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: [Signature]
Deputy

By: [Signature]
City Manager/City Engineer Assistant City Manager

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond
Certificate of Acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate
Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On OCT 21 2014 before me, Janice R. Martin, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~§~~) whose name(~~§~~) is/~~§~~ subscribed to the within instrument and acknowledged to me that he/~~§~~ executed the same in his/~~§~~ authorized capacity(~~§~~), and that by his/~~§~~ signature(~~§~~) on the instrument the person(~~§~~), or the entity upon behalf of which the person(~~§~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Janice R. Martin

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

ACKNOWLEDGMENT

State of California)
County of San Diego)

On Oct 23rd, 2014 before me, Gina L Bettig, Notary Public
personally appeared Steve South,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same
in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

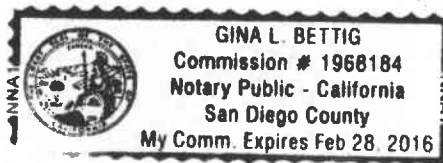
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Gina L Bettig

(Seal)



ACKNOWLEDGMENT

State of California)
County of San Diego)

On Oct 23rd, 2014 before me, Gina L. Bettig, Notary Public
personally appeared Alan Walsh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same
in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____



(Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LAWRENCE F. MCMAHON

San Diego, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



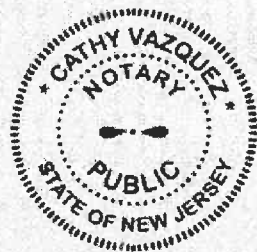
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of OCT 03 2014

MARIA BRANCO, Assistant Secretary