

PURPOSE/REMITTER: AMERICAN RECLAMATION, INC



CASHIER'S CHECK

No. 4655523141

90-3582  
1222

DATE: SEPTEMBER 29, 2020

PAY TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

\$ 28,500.00

TO THE ORDER OF: OXNARD UNION HIGH SCHOOL DISTRICT-BIN BOND

NON NEGOTIABLE

Location: 4655 Glendale

U.S. Bank National Association  
Minneapolis, MN 55480

AUTHORIZED SIGNATURE

HARLAND CLARKE 20745 (01/13) 90241786



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AUTHORIZED SIGNATURE

⑈4655523141⑈ ⑆122235821⑆153410023953⑈

September 29, 2020



**Response to**  
**the Oxnard Union High School District**  
**(OUHSD)**  
**BID #634 TRASH & RECYCLE PICK-UP**  
**SERVICE**



**OXNARD UNION**  
**HIGH SCHOOL DISTRICT**

**4560 Doran Street**

**Los Angeles, CA 90039**

**(888) 999-9330**

**[www.americanreclamation.com](http://www.americanreclamation.com)**





# **AMERICAN RECLAMATION**

4560 Doran Street • Los Angeles, CA • 90039-1006  
(888) 999-9330 • FAX (818) 548-8814  
Website: [www.americanreclamationinc.com](http://www.americanreclamationinc.com)

9/29/2020

Ms. Deanna Rantz  
Director of Purchasing  
Oxnard Union High School District  
309 South K Street, Building G  
Oxnard, CA 93030

**Re: Transmittal Letter  
    BID #634 TRASH & RECYCLE PICK-UP SERVICE**

Ms. Rantz:

American Reclamation is pleased to submit this proposal in response to the Oxnard Union High School District's **BID #634 entitled, TRASH & RECYCLE PICK-UP SERVICE**. American Reclamation has been providing solid waste management through the collection and processing of refuse, recycling and organics from school districts, colleges, government entities and municipalities in Southern California for over 30 years. We have never had a contract terminated for lack of performance and pride ourselves on providing superior customer service to all of our customers.

Throughout this procurement process, we have carefully reviewed all bid documents, and agree to all terms and conditions specified within these documents. We fully understand the scope of work (SOW) and are confident we will exceed all of the District's sustainability, diversion, outreach and waste removal goals. Throughout the duration of this agreement, American Reclamation guarantees compliance with all local, state, and federal laws, including all waste reduction and management practices. Our proposal was compiled to offer the District a bid which encompass the following benefits:

- ★ **Competitive, fair pricing** from a proven company with an outstanding track record.

- ★ Guaranteed Compliance with **ALL** waste management practices applicable to the District, including AB 341, AB 1826, AB 827, SB 1383 and AB 32.
- ★ Annual Earth Day education and continuous community involvement
- ★ 2 primary account managers with Zero Waste Training Certification to oversee and implement our transition plan, as well as to train facility and custodial staff. These account managers will be dedicated in assisting the District in all of your Waste & Recycling Goals and will oversee this agreement entirely. The account managers assigned to this agreement will be John Gasparian Jr. and Mark Border, who combine over 25 years of solid waste reduction experience, along with Green Business Certifications to verify their qualifications:
  - Direct access to our dispatch department and route supervisors to confirm bin deliveries, exchanges and any service requests.
- ★ Industry leading efficiency software targeting optimization of routes, driver safety, contamination monitoring and limiting vehicle miles traveled (VMTs).
- ★ Live customer service representatives at all times during business hours.
- ★ Free compost in unlimited quantities for the District.

We are confident that we will exceed all of the requirements detailed in the request for bid by the Oxnard Union High School District and that American Reclamation is the **best suited and experienced** firm to handle the District's solid waste, recyclables and organics collection, in addition to guaranteed compliance with all local/state regulations and mandates.

The following individuals are duly authorized to execute decisions pertaining to this RFP:

John R. Gasparian, President/Chief Executive Officer

C: (213) 305-4544  
 O: (818) 552-4068  
 E: [John@socoastrec.com](mailto:John@socoastrec.com) F: (818) 548-8814  
 A: 4560 Doran Street, Los Angeles, CA 90039

John R. Gasparian Jr., Business Development, TRUE Zero Waste Advisor

C: (213) 270-5958  
 O: (818) 552-4068  
 E: [Johnng@socoastrec.com](mailto:Johnng@socoastrec.com) F: (818) 548-8814  
 A: 4560 Doran Street, Los Angeles, CA 90039

RECYCLING SERVICES • WASTE SERVICES • E-WASTE • PAPER • METAL



Mark Border, Contract Management

C: (714) 926-7205

O: (818) 552-4068

E: [Mark@socoastrec.com](mailto:Mark@socoastrec.com) F: (818) 548-8814

A: 4560 Doran Street, Los Angeles, CA 90039

We can also be contacted at our toll-free number: (888) 999-9330 or at our corporate headquarters located at 4560 Doran Street, Los Angeles, CA 90039.

We at American Reclamation appreciate the opportunity to participate in this solicitation and feel that this partnership between the District and ourselves will be beneficial for both parties. Do not hesitate to contact any of the aforementioned representatives listed above with any questions or requests for clarification.

We look forward to being a solution in the District's Zero Waste Goals and being a strong, reliable, sustainable partner for years to come.

Sincerely,



John R. Gasparian Jr.  
Business Development  
American Reclamation, Inc.

**\*Although all proposals are subject to the California Public Records Act (CPRA), American Reclamation identifies documents which contain current customer information, financial information, and/or business partnerships to be proprietary and would not be subject to a CPRA Request.**

RECYCLING SERVICES • WASTE SERVICES • E-WASTE • PAPER • METAL



**BID FORM**  
**for District-Wide Trash Pick-Up Services**  
**Bid 634**

*(All 4 pages must be submitted with bid package, failure to supply this form may result in rejection of bid)*

To: Governing Board of the Oxnard Union High School District ("District")

Company Name: **American Reclamation, Inc.**

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents for Bid 634 and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>SITE</u>		<u>ANNUAL PRICE</u>
Adult Ed. 1101 2 <sup>nd</sup> St. Oxnard, CA 93030	2 Containers	<u><b>2,906.65</b></u>
<i>*Note: This site will become part of the New District Office on Solar Drive within the first year of this contract.</i>		
Adolfo Camarillo High 4660 Mission Oaks Blvd. Camarillo, CA 93012	12 Containers	<u><b>40,890.55</b></u>
Channel Islands High 1400 Raiders Way Oxnard, CA 93033	10 Containers	<u><b>31,641.79</b></u>
District Office (by warehouse) 309 S. K St. Oxnard, CA 93030	2 Containers	<u><b>6,832.79</b></u>
New District Office 1800 Solar Drive Oxnard, CA 93036	2 Containers	<u><b>6,832.79</b></u>
Bus Barn 1200 2 <sup>nd</sup> St. Oxnard, CA 93030	2 Containers	<u><b>1,889.02</b></u>
Frontier High School 545 Airport Way Camarillo, CA 93010	3 Containers	<u><b>7,973.05</b></u>

**BID FORM**  
**for District-Wide Trash Pick-Up Services**  
**Bid 634**

CVC 280 Skyway Dr. Camarillo, CA 93010	2 Containers	<u>2,906.65</u>
Hueneme High School 500 Bard Rd. Oxnard, CA 93033	10 Containers	<u>31,641.79</u>
Nueva Vida Building 220 S. K St., Oxnard	2 Containers	<u>5,961.39</u>
Oxnard High School 3400 West Gonzales Rd. Oxnard, CA 93030	12 Containers	<u>41,209.21</u>
Pacific View High (behind C.I.) 1701 Gary Dr. Oxnard, CA 93033	3 Containers	<u>4,919.32</u>
Pacifica High School 600 E. Gonzales Rd. Oxnard, CA 93030	14 Containers	<u>45,385.03</u>
Rancho Campana High School 4235 Mar Vista Drive Camarillo, CA 93010	7 Containers	<u>18,960.48</u>
Rio Mesa High 545 Central Ave. Oxnard, CA 93030	10 Containers	<u>31,641.81</u>
West Campus ( Rio Mesa) (across from football field) 533 Central Ave. Oxnard, CA 93030	1 Container	<u>993.39</u>

**Total Annual Bid Price:** 282,585.71

**DO NOT INCLUDE IN TOTAL ANNUAL BID PRICE**

Roll off services as needed – (cost per container 25-yard bin): 548.00  
Roll off services as needed – (cost per container 40-yard bin): 678.00

**BID FORM**  
**for District-Wide Trash Pick-Up Services**  
**Bid 634**

A. The undersigned has review the Work outlined in the Contract Documents and fully understand the scope of Work required in this Proposal, understands the functions described in the Contract Documents, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

B. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District bid contact before bid date to verify the issuance of any clarifying addenda.

C. The undersigned agrees to commence work under this Contract by the date established in the Contract Documents.

D. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

E. The following documents are attached hereto:

- i. Non-Collusion Declaration
- ii. Bid Bond/Bid Security (*hard copy by bid due date and time*)
- iii. References
- iv. Operations Plan, Financial Capability, Market Presence
- v. Experience, Including Prior Local Experience

F. Receipt and acceptance of the following Addenda is hereby acknowledged:


No. <u>N/A</u> , Dated <u>N/A</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____



**BID FORM**  
**for District-Wide Trash Pick-Up Services**  
**Bid 634**

G. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form, are true and correct and are made under penalty of perjury.

X   
(Signature of Authorized Representative)      Date: 09/28/2020

Business Development      Email: JohnG@socoastrec.com  
(Title)

4560 Doran Street, Los Angeles, CA 90039  
(Address)


**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700.

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Company:	<u>American Reclamation, Inc.</u>
Name:	<u>John R. Gasparian</u>
Signature:	<u></u>
Date:	<u>09/28/2020</u>

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**NON-COLLUSION DECLARATION**

STATE OF CALIFORNIA

COUNTY OF Los Angeles

John R. Gasparian being first duly sworn, deposes  
and says that he/she is

President

(Title)

of American Reclamation, Inc., the party  
making the foregoing

(Name of Bidder)

bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

John R. Gasparian  
(Signature)

John R. Gasparian  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

SEE ATTACHED NOTARY CERTIFICATE

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

State of California )  
 ) SS  
County of Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 29th (day)  
of September (month), 2020 (year), by \_\_\_\_\_

John R. Gasparian

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

Rita M. Patel



**Description of Attached Document**

Title or Type of Document: Non Collusion Declaration

Document Date: September 29, 2020 Number of Pages: 2

**\*CASHIER'S CHECK SUBMITTED IN LIEU OF BID BOND\***

**BID BOND**

WHEREAS, the Oxnard Union High School District by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2020, has ( name & address of Contractor ) hereinafter designated as the "Principal," a contract for the work described as follows:

To furnish all materials, labor, and equipment required for the trash & recycling service throughout the district sites, in accordance with the specifications as bid.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, \_\_\_\_\_

of, \_\_\_\_\_ Name of principal

City of \_\_\_\_\_ Address  
State of \_\_\_\_\_

As Principal and \_\_\_\_\_ a corporation organized  
and existing under the laws of the State of \_\_\_\_\_ legally

doing business in California as an admitted surety insurer at \_\_\_\_\_

City of \_\_\_\_\_ Address \_\_\_\_\_

State of California, as Surety, are indebted to \_\_\_\_\_

District in the sum \_\_\_\_\_ /100 Dollars

Dollars (\$ \_\_\_\_\_) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and, agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and



it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District, and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees, to be fixed by the Court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

Surety \_\_\_\_\_

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace.
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 09/28/2020

CONTRACTOR: AMERICAN RECLAMATION, INC.  
*John R. Faltin*

### **BIDDER'S REFERENCES**

(Must be submitted with bid package, failure to supply this form may result in rejection of bid)  
At least three (3) references of public agencies and services provided in the last five (5) years.

#### **REFERENCE NAMES:**

- 1) Agency Name: Santa Monica-Malibu Unified School District (SMMUSD) Services Provided: Daily Waste, Recyclables & Organics Collection  
Contact: Terance Venable, Facilities Supervisor Contract Dates: 07/01/2020-06/30/2025  
Telephone: (562) 221-9687 Email: tvenable@smmUSD.org
- 2) Agency Name: California State Parks - Malibu Services Provided: Towable Bins and Waste/ Recyclables Collection  
Contact: Lori Harrod Contract Dates: 10/01/19-09/30/2021  
Telephone: (310) 699-1724 Email: Lori.Harrod@parks.ca.gov
- 3) Agency Name: Montebello Unified School District (MUSD) Services Provided: District-Wide Waste & Recyclables Collection  
Contact: Juan Rodriguez, Operations Manager Contract Dates: 06/30/2002-Current (Continuous)  
Telephone: (323) 887-7900 ext. 6767 Email: rodriguez\_juan@montebello.k12.ca.us
- 4) Agency Name: Mt. San Antonio Community College Services Provided: Daily Waste & Recyclables Collection  
Contact: Kenneth McAlpin Contract Dates: 06/01/2006-06/30/2019  
Telephone: (909) 274-4507 Email: kmcalpin@mtsac.edu
- 5) Agency Name: Hollywood Burbank Airport (Burbank-Glendale-Pasadena Airport Authority) Services Provided: Daily Waste & Recyclables Collection  
Contact: Maggie Martinez Contract Dates: 9/1/2019-8/30/2024  
Telephone: (818) 729-2226 Email: MMartinez@bur.org



**OXNARD UNION  
HIGH SCHOOL DISTRICT**

High Expectations and Powerful Futures for Every Student

## SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_  
by and between \_\_\_\_\_ District (hereinafter referred to as "District")  
and \_\_\_\_\_, (hereinafter referred to as "Provider.")

### PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing

contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").



Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other

party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- Personal delivery;
  - Overnight commercial courier;
  - Certified or registered prepaid U.S. mail, return receipt requested; or
  - Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District \_\_\_\_\_  
Attn: \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Provider \_\_\_\_\_  
Attn: \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ☐ Hazardous and toxic substances,
- ☐ Hazardous waste,
- ☐ Universal waste,
- ☐ Medical waste,
- ☐ Biological waste,
- ☐ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.
15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident  
Commercial vehicles: \$1,000,000.00 combined single limit  
Student Transportation \$5,000,000.00 combined single limit  
Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- e. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any



available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- f. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- g. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- h. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - ☐ Construction: CG 20 10 10 01 and CG 20 37 10 01;
    - ☐ Facilities Rental or Lease: CG 20 11 10 01;
    - ☐ Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - ☐ CG 20 01 01 13
  - 3) Waiver of Subrogation
    - ☐ CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - ☐ CA 20 48 10 13
- i. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- j. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of

Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

- k. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- l. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.
- m. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

- b. Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- c. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This

Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

**18. DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular

claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).  
  
Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	_____ District	_____ Provider
By:	_____ Signature	_____ Signature
	_____ Name	_____ Name
	_____ Title	_____ Title

Approved as to form:



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**  
**District Counsel**

# **STATEMENT OF WORK**

## **DESCRIPTION OF WORK:**

## **WORK SCHEDULE:**

## **SCHEDULE OF FEES**

### **FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

### **PAYMENT SCHEDULE:**

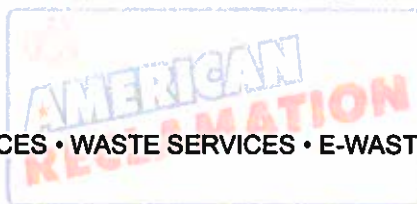
### **ADDITIONAL COSTS OF EXPENSES:**

Attachment C  
Construction Requirements

1. This Attachment is incorporated by reference in the Agreement dated \_\_\_\_\_ and as indicated in section 4, Services.
2. Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA).
3. Provider shall provide District with a copy of Provider's Injury and Illness Prevention Program.
4. **LABOR COMPLIANCE.** Provider shall procure prior to, and maintain during the course of this Agreement, registration with the Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Costs associated with registration will be the responsibility of the Provider.
  - a. Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall also be registered with DIR.
  - b. Provider and any and all subcontractors shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).
5. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

# EXHIBIT A

## EDUCATIONAL LITERATURE



RECYCLING SERVICES • WASTE SERVICES • E-WASTE • PAPER • METAL

# AMERICAN RECLAMATION

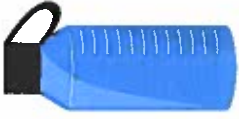
## ZERO WASTE TIPS



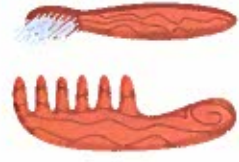
1. Bring a reusable cup



2. Eat with metal silverware



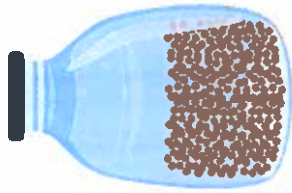
3. Drink water from a reusable bottle



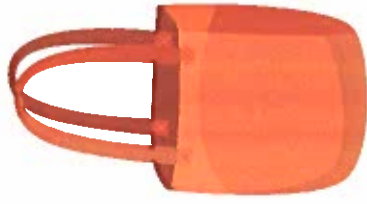
4. Use wooden personal care products



5. Use a metal lunch box



6. Use Glass Jars



7. Bring your own shopping bag



8. Use metal straws



9. Bring your own eco bags



10. Reduce, Reuse, Recycle!

# ★AMERICAN RECLAMATION

## HOW LONG UNTIL IT'S DECOMPOSED?

ESTIMATED DECOMPOSITION RATES OF WASTE IN OUR OCEANS





# AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 · Phone: 888-999-9330 · Fax: 818-548-8814 · Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ITEMS THAT GO IN THE GRAY TRASH BIN

(Maximum Weight Per Metal Bin = 500 lbs.)



Composites, Laminates,  
Flooring, Tile & Painted  
Wood Items



Plastic Utensils, Polystyrene  
Cup Lids, Straws & Unrinsed/  
Dirty Plastic Food Containers



Coated Milk & Beverage  
Containers & Wax Paper



Styrofoam Cups, Foam  
Packing Material



Household Dirt, Dust, Hair  
Cuttings & Nail Clippings



Adhesive Materials, Broken  
Pottery & Dinnerware

**IF YOU DON'T HAVE A GREEN ORGANICS RECYCLING BIN, THEN DISPOSE OF THE FOLLOWING IN THE GREY TRASH BIN (LANDFILL):**



All Food Scraps, Paper Coffee  
Filters, Soiled Napkins, Paper  
Towels & Tea Bags

Soiled Paper Food  
Containers, Cups & Plates

**Green Waste:** Yard Trimmings,  
Flowers, Leaves, Pine Cones,  
Shrubs, Twigs & Plant Cuttings

**CALL US AT 1-888-999-9330 IF YOU HAVE QUESTIONS.**

# ★AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 • Teléfono: 888-999-9330 • Fax: 818-548-8814 • Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ARTÍCULOS QUE ENTRAN EN EL RECIPIENTE DE BASURA GRIS

(Peso máximo por caja de metal = 500 libras)



Compuestos, Laminados, Pisos Fabricados, Azulejos y Pinturas de Madera

Utensilios de plástico, tapas de copas de poliestireno, pajuelas y envases de comida de plástico sin plomo/sucio

Recipientes de Leche y Bebidas Recubiertos y Papel de Cera

Copas de espuma de poliestireno, material de embalaje de espuma

Suciedad, polvo, corte de pelo y recortes de uñas

Materiales adhesivos, Cerámica rota y Vajilla

**SI USTED NO TIENE UN RECIPIENTE DE RECICLAJE VERDE, DESECHE LO SIGUIENTE EN EL RECIPIENTE DE BASURA GRIS (RELLENO SANITARIO):**



Todos los desechos de alimentos, filtros de papel de café, servilletas, toallas de papel y bolsas de té

Todos los recipientes de alimentos de papel sucios, tazas y placas, vasos y platos desechables

**Verduras:** Arreglos de jardinería, flores, hojas, conos de pino, arbustos, ramas y cortes de plantas

**LLAME A LOS EEUU EN 1-888-999-9330 SI USTED TIENE PREGUNTAS.**



# ★AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 • Phone: 888-999-9330 • Fax: 818-548-8814 • Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ITEMS THAT GO IN THE BLUE RECYCLE BIN (Maximum Weight Per Bin = 500 lbs.)



DRY CARDBOARD, CHIPBOARD & NEWSPAPER



DRY PAPER, MAGAZINES & CATALOGS (bag shredded paper)



EMPTY GLASS BOTTLES & JARS



EMPTY WATER & DRINK BOTTLES & ALUMINUM CANS



PLASTIC FILM & BAGS



MISCELLANEOUS PLASTIC EXCEPT FOOD CRATES (return to seller who provided them)



MISCELLANEOUS SMALL METAL ITEMS, WIRE & PARTS

CALL US AT 1-888-999-9330 IF YOU HAVE QUESTIONS.

# ★AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 • Teléfono: 888-999-9330 • Fax: 818-548-8814 • Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ARTÍCULOS QUE VAN EN EL CONTENEDOR DE RECICLAJE AZUL (Peso máximo por contenedor = 500 lbs.)



Cartón seco, aglomerado y periódico



Papel de tintorería, revistas, directorios y catálogos (bolsa de papel desmenuzado)



Botellas de vidrio vacías y frascos



Botellas de agua vacías y de bebidas y latas de aluminio



Foil (lamina de plástico) y las bolsas de plástico



Varios plásticos con la excepción de cajas de alimentos (regresar al vendedor)



Objetos Miscelánea de metal, alambre y partes

**LLAME A US EN 1-888-999-9330 SI TIENE PREGUNTAS.**

# ★AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 • Phone: 888-999-9330 • Fax: 818-548-8814 • Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ITEMS THAT GO IN THE GREEN ORGANICS BIN

(Maximum Weight Per Metal Bin = 500 lbs.)



F  
O  
R  
  
C  
O  
M  
P  
O  
S  
T



All Food Scraps (No Cans, Foil, Plastic or Wax Packages)



All Soiled/Used Coffee Filters, Paper Napkins, Paper Towels & Tea Bags



All Soiled/Used Paper Food Containers, Paper Cups, Paper Plates, Pizza Boxes & Carriers



**PLACE THE ABOVE ITEMS IN TRANSLUCENT/CLEAR COMPOSTABLE GARBAGE BAGS.**

F  
O  
R



**Green Waste:** Yard Trimmings, Flowers, Leaves, Pine Cones, Shrubs, Twigs & Plant Cuttings (No Seeds or Weeds)

M  
U  
L  
C  
H  
&  
  
E  
N  
E  
R  
G  
Y



**PLACE GREEN WASTE IN LARGE PAPER LAWN & LEAF BAGS.**

**NOT ACCEPTED:** Animal Carcasses, Animal/Pet Waste, Bio Waste, Biodegradable Plastic Food Containers, Biodegradable/Compostable Serving Ware/Utensils, Liquids and Medical Waste.

**CALL US AT 1-888-999-9330 IF YOU HAVE QUESTIONS.**



# ★AMERICAN RECLAMATION

4560 Doran Street, Los Angeles, CA 90039 • Teléfono: 888-999-9330 • Fax: 818-548-8814 • Email: [info@socoastrec.com](mailto:info@socoastrec.com)



## ARTÍCULOS QUE VAN EN EL COMPARTIMIENTO DE ORGANICOS VERDES

(Peso máximo por caja de metal = 500 libras)



P  
A  
R  
A  
  
C  
O  
M  
P  
O  
S  
T  
A  
J  
E



Todos los restos de comida (sin latas, papel de aluminio, plástico o paquetes de cera)



Todos los filtros de café sucios / usados, servilletas de papel, toallas de papel y bolsas de té



Todos los envases de comida de papel sucios / usados, tazas de papel, platos de papel, cajas de pizza y portadores



**COLOQUE LOS ARTÍCULOS ANTERIORES EN BOLSOS DE BASURA COMPOSTABLES TRANSLUCENTES / CLAROS.**

P  
A  
R  
A



**Verduras:** Pastizales de jardinería, flores, hojas, conos de pino, arbustos, ramas y corte de plantas (sin semillas o malezas)

M  
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A



**COLOQUE DESPERDICIOS VERDES EN SACOS GRANDES DE CÉSPED Y DE HOJA DE PAPEL.**

**NO ACEPTADO:** Carcasas de Animales, Residuos de Animales / Mascotas, Bio Residuos, Contenedores de Alimentos Biodegradables, Comestibles Biodegradables / Compostables, Líquidos y Desechos Médicos.

LLAME A LOS EEUU EN 1-888-999-9330 SI USTED TIENE PREGUNTAS.

# **EXHIBIT B**

## **CURRENT MOTOR CARRIER PERMIT**



RECYCLING SERVICES • WASTE SERVICES • E-WASTE • PAPER • METAL






**DEPARTMENT OF MOTOR VEHICLES**

Registration Operations Division MS H875  
P.O. BOX 932370 Sacramento, CA. 94232-3700  
(916) 657-8153

09/03/2020



AMERICAN RECLAMATION INC  
4560 DORAN ST  
LOS ANGELES, CA 90039

 A Public Service Agency		<b>MOTOR CARRIER PERMIT</b>			
<b>DEPARTMENT OF MOTOR VEHICLES</b> Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700  <b>AMERICAN RECLAMATION INC</b> 4560 DORAN ST LOS ANGELES, CA 90039		<b>Valid From:</b>	09/01/2020	<b>Valid Through:</b>	08/31/2021
		<b>CA#:</b>	0402844		
		<p>The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:</p> <p style="text-align: center;"><b>Private Full Year Corporation</b></p>			
<b>Pmt Date:</b>	09/01/2020	<b>Office #:</b>	154		
<b>Account #:</b>	597792	<b>Tech ID:</b>	BG		
<b>Sequence #:</b>	0026	<b>Amt Paid:</b>	\$813.00		

**!!!IMPORTANT REMINDERS!!!**

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922