

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090142-25-R,  
Miramar Recycling Center Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090142-25-R, Miramar Recycling Center Services (Contractor).

**RECITALS**

On or about 1/31/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Miramar Recycling Center Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Roland Harpin Jr., Recycling Specialist  
9601 Ridgehaven Court, Suite 320 San Diego, CA 92123  
(619) 359-9105  
RHarpin@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Reserved.**

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Contractor's Proposal; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

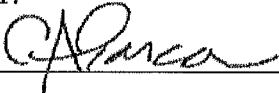
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

Cedarwood-Young Company dba Allan Company

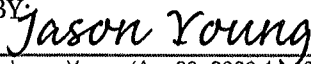
\_\_\_\_\_  
Proposer  
14620 Joanbridge st  
\_\_\_\_\_  
Street Address  
**Baldwin Park**  
\_\_\_\_\_  
City  
**6269624047**  
\_\_\_\_\_  
Telephone No.  
jyoung@allancompany.com  
\_\_\_\_\_  
E-Mail

**CITY OF SAN DIEGO**  
A Municipal Corporation

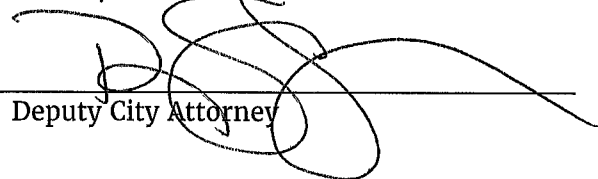
BY:   
\_\_\_\_\_

Print Name:  
Claudia C. Abarca  
Director, Purchasing & Contracting  
Department

May 12, 2026  
Date Signed

BY:   
\_\_\_\_\_  
Jason Young (Apr 23, 2026 14:16:58 PDT)  
\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative  
**Jason Young**  
\_\_\_\_\_  
Print Name  
**CEO**  
\_\_\_\_\_  
Title  
**04/23/2026**  
\_\_\_\_\_  
Date

Approved as to form this 14 day of  
May, 2026.  
HEATHER FERBERT, City Attorney

BY:   
\_\_\_\_\_  
Deputy City Attorney



**Purchasing & Contracting Department**

October 6, 2025

VIA USPS & EMAIL TO: [jyoung@allancompany.com](mailto:jyoung@allancompany.com)

Mr. Jason A. Young, CEO  
Cedarwood-Young Company  
14620 Joanbridge Street  
Baldwin Park, CA 91706

Reference: Request for Proposal (RFP) 10090142-25-R, Miramar Recycling Center Services

Dear Mr. Young:

Subject: Exceptions

On February 28, 2025, the City of San Diego received your exceptions relating to the above referenced solicitation.

Exhibit A, item A.2.2 of the subject RFP, states, in pertinent part: "Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proper's exceptions, reject proposer's exceptions and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions.

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. The City **rejects** Allan Company's requests to modify Exhibit B: Scope of Work, Section 16. Additional Insurance Requirements.
2. The City **rejects** Allan Company's requests to modify Exhibit C: General Terms and Provisions, Section 4.1 City's Right to Suspend for Convenience.
3. The City **rejects** Allan Company's requests to modify Exhibit C: General Terms and Provisions, Section 4.2 City's Right to Terminate for Convenience.
4. The City **rejects** Allan Company's requests to modify Exhibit C: General Terms and Provisions, Section 4.3.1.
5. Section 13.4 of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety and replaced with the following:

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, shall comply with the terms and

requirements of this Contract, and Contractor shall be directly responsible for their work and compliance with terms and requirements of this Contract.

6. Section 13.16 of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety and replaced with the following:

**13.16 Confidentiality of Services.** All services performed by Contractor, and any subcontractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City, with the exception that disclosure may be made to any regulatory authority to the extent required by applicable laws or regulations. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the at the address noted below. Thank you for your assistance.

Sincerely,



Rene Lelevier

Senior Procurement Contracting Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

CEDARWOOD-YOUNG COMPANY

By: Jason Young  
Jason Young (Apr 23, 2026 14:16:58 PDT)

Name: Jason Young

Title: CEO

Date: 04/23/2026

THE CITY OF SAN DIEGO

By: C. Abarca

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: May 12, 2026

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. The proposer must include any additional forms, license agreements, contractual terms, or other confirming documents that are deemed necessary to fulfill the contract as an exception. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. Any later proposed forms, contracts, terms, or agreements that are not explicitly agreed to by the City, in writing signed by an authorized City representative shall be deemed rejected and invalid. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal and presumptively rejects any exceptions proposed later in the process.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda

were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

**B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be

added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

### **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

#### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a

proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>30</b>
1. Requested information included and thoroughness of response	
2. Understanding of the requirements and ability to deliver the services	
3. Clarity of response	
4. Exceptions to RFP	
<b>B. Staffing Plan.</b>	<b>30</b>
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Adequate levels of staffing in all areas of operation	
<b>C. Firm's Capability to Provide the Services and Expertise and Past Performance.</b>	<b>40</b>
1. Proven experience and competence to provide the services	
2. Proven market experience	
3. Required permits and licenses	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>D. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests, and the City may re-advertise for bids or proposals.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. OVERVIEW**

The City of San Diego's (City) Environmental Services Department (ESD) is seeking a contractor to operate the Miramar Recycling Center (Center) located at 5165 Convoy Street, at the entrance to the City's Miramar Landfill, to provide convenient and comprehensive multi-material recycling services to City residents and businesses and to generate revenue for the City. The current facility has been in operation by one contractor since 1999. In addition to paper, cardboard, beverage containers, scrap metal and other recyclable items, the Center also accepts cathode ray tube (CRT) devices such as computer monitors and TVs free of charge, and certain hard-to-handle items such as appliances and electronics, which have been banned from landfill disposal. The Center provides a convenient option to customers who arrive at the Miramar Landfill with unacceptable items in their loads. The Center also offers a free annual tax paper shredding and recycling event. It is a stand-alone, full-service facility that provides a one-stop recycling opportunity to over 100,000 customers per year on average.

The Center is located on a graded, fully paved, 2.742-acre site (see Attachment 1) leased by the City from the United States of America, Department of the Navy. Since taking over the operation of the Center, the current contractor has made numerous permanent site improvements, including, but not limited to, paving over the entire Center footprint and equipment operation and material storage areas with concrete; installing a concrete truck scale foundation and scale; connecting utility lines to scale, baler, trailers and other equipment; adding a drainage system; adding concrete and class 2 aggregate north of the Center; installing and maintaining a stand-alone photovoltaic system for a facility office trailer and purchasing and installing an informational kiosk of ESD programs.

### **B. BACKGROUND**

#### About San Diego

The City of San Diego is located in the southwest corner of California and is adjacent to the City of Tijuana, Baja California, Mexico to the south and the Pacific Ocean to the west. The City has a population of approximately 1,420,000 people within its 326 square mile area, stretching for almost 50 miles north and south from the Mexican border to the City of Escondido. The City has over 100 identified neighborhoods and 52 Community Planning Areas serviced by over 2,800 miles of City streets.

#### About the Environmental Services Department

The Environmental Services Department (ESD) provides a broad range of services to reliably manage solid waste, conserve resources, and support the City's environmental stewardship responsibilities. The FY 2025 Adopted Budget included 608 budgeted positions in five divisions/programs: Collection Services, Disposal & Environmental Protection, Clean SD, Support Services, and Waste Reduction.

The Collection Services Division currently provides residential refuse, organic waste, and recycling collection services to approximately 285,000 residences. The Waste Reduction Division manages the City's Non-Exclusive Solid Waste Collection Franchise System, zero waste planning, SB 1383 reporting and compliance, recycling education and technical assistance, and recycling programs for residential properties and businesses. The

Disposal & Environmental Protection Division operates the City's Miramar Landfill and Greenery and maintains eight closed landfills and eight inactive burn sites. The Environmental Protection Section ensures regulatory compliance of the City's underground fuel storage tanks and manages the City's Lead Ordinance; Lead Safety and Healthy Homes Program; Asbestos, Lead and Mold Program; Hazardous Materials Management Program; and Household Hazardous Waste Transfer Station (HHWTF). The Clean SD Division administers a citywide effort to remove waste in public rights-of-way, enforce solid waste codes, conduct illegal dumping abatements, and perform community cleanup events. Finally, the Support Services Division includes department management, customer services, financial services, information technology, safety, training, and employee development.

### **C. SITE**

#### Center Site

The Center Site is a graded, partially paved, approximately 2.742 acre site located at 5165 Convoy Street, San Diego, California, on a portion of the real property leased by the City from the U.S. Department of the Navy for the Miramar Landfill (Center Site), as more particularly described in Attachment 1. The existing Center Site improvements, which are the sole property of the City and will remain on site for use by Contractor, include, but are not limited to, the following:

- 8' high chain link fencing around site perimeter, with 20' and 24' wide gates.
- 2" water service to central area of the Center Site and at eastern fence line.
- 400 Amp, 208/120 volt, 3 Phase, underground electrical service to main distribution panel on the Center Site, which is separately metered, with utility hookup to equipment and buildings provided by Contractor.
- Asphalt-paved driveway and parking area.
- 50'x 125', concrete paved equipment operations area.
- Concrete paving covering approximately 2 acres of the Center Site, including drainage system.
- Concrete truck scale foundation and scale.
- Utility lines and hookup to scale, baler, trailers and other equipment.
- Photo voltaic cells for office trailer.
- Information kiosk for customer education on City ESD programs.

### **D. SCOPE OF SERVICES**

Contractor shall be responsible for the collection, separation, processing, marketing, and sale or other proper disposal of all materials described herein purchased from, paid for by, or donated by, the public at the Center. Contractor must provide all equipment, labor and materials necessary to perform the following services:

#### **1. Miramar Recycling Center Services**

The purpose of the Center is to provide convenient and comprehensive multi-material recycling services to the San Diego public. Contractor shall maintain the Center facility in a well-organized, clean, and aesthetically pleasing manner so as to provide a convenient and pleasant environment for the public. Contractor is required to maintain the following hours of operation at the Center: Monday through Saturday from 7:00 a.m. to 4:30 p.m. The Center will be closed for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In the event the City

Council approves changes to the Miramar Landfill hours and/or days of operation, Contractor shall adjust its hours and/or days of operation to match those of the Miramar Landfill and to coincide with the effective date of change for the Miramar Landfill.

Prior to executing the Contract, the Contractor must obtain a valid certification (Certification) from the California Department of Resources Recycling and Recovery (CalRecycle) under the California Beverage Container Recycling and Litter Reduction Act to operate a recycling center at the site, and provide evidence of such Certification to City. The Certification must be continuously maintained and valid throughout the Contractor's operation of the Center.

The Contractor must also obtain a valid Industrial General Permit (Permit) from the California State Water Resources Control Board or the California Regional Water Quality Control Board prior to executing the Contract and provide evidence of such Permit to City. The Permit must be continuously maintained and valid throughout the Contractor's operation of the Center. The Contractor agrees to comply with such Permit including, but not limited to, performing all required monitoring and reporting. Within ten (10) days of receipt, Contractor shall notify City of any report, notice of violation, or other correspondence issues sent to the Contractor from any regulatory agencies regarding Permit compliance or performance of any services provided under the Contract, and Contractor shall provide to City any consultant reports or other correspondence sent to regulatory agencies regarding Permit compliance or performance of any services provided under the Contract.

### **1.1 Acceptance of Recyclables**

Contractor must accept for free, or purchase as market conditions allow, the following materials from the public: corrugated cardboard (OCC); high grade papers including white ledger, colored ledger, computer print-out (CPO), and mixed paper; all containers covered under the California Beverage Container Recycling and Litter Reduction Act/AB2020; high-density polyethylene (HDPE) milk and water bottles; polyethylene terephthalate (PET) beverage containers; non-CRV glass containers (flint, amber, and green glass); aluminum; brass; copper; iron; electronics considered as covered electronic devices under the California Electronics Recycling Act (more information available on Department of Toxic Substances Control website); steel cans and scrap metal.

Contractor must accept the following materials but may charge the public a recycling fee as set forth in section 1.3: tires and electronics that are not considered covered electronic devices under the California Electronics Recycling Act.

Contractor must accept enamel-coated major appliances such as washing machines, clothes dryers, hot water heaters, stoves and refrigerators under the conditions outlined in section 1.2.

Contractor must accept from ESD 50 vehicle tires (without rims) each month at no cost to City. Any additional tires brought to the Center by ESD in excess of 50 tires per month will be assessed the fee paid by the public.

Optional materials which the City would like to see Contractor accept and recycle, but that are not a requirement of this RFP are the following: residential used cooking oil, toilets and textiles.

Contractor may, without the prior approval of the City, but in compliance with all applicable laws, regulations and requirements, accept other grades of recyclable paper, glass, plastic, and metal (ferrous and non-ferrous) from the public that are not listed above but which Contractor deems suitable for recycling as long as there is no charge to customer or for which Contractor pays the customer.

Contractor may, upon prior written approval of the City and in compliance with all applicable laws, regulations and requirements, accept other recyclable materials or reusable items from the public that are not listed above. Any fees charged to customers for certain materials must also be approved as described in section 1.3.

### **1.2 Appliance Recycling**

Contractor will accept chlorofluorocarbon (CFC) and Non-CFC appliances and charge an appliance recycling fee for units containing CFCs, and a different fee for Non-CFC units, as set forth in section 1.3. The parties acknowledge that state law deems any party removing hazardous waste from major appliances to be a generator of hazardous waste and subject to applicable statutes and regulations. Contractor shall not remove CFCs or any other hazardous materials/wastes from accepted appliances. Contractor shall transfer all CFC and non-CFC appliances to a recycling facility lawfully authorized to accept said appliances on behalf of ESD. Any and all such recycling facilities selected by Contractor must be approved in advance in writing by City. City reserves the right to revoke its approval of any such recycling facility, at any time, in its sole discretion, and to require Contractor to select a different recycling facility for CFC and/or non-CFC appliance recycling. In the event the receipt of major appliances as set forth herein is alleged to be a violation of state law or local ordinances, Contractor shall cease receiving major appliances, and such action shall not be a breach of this Lease.

### **1.3 Fees Charged to Recycling Center Customers**

Contractor may charge the public a recycling fee for certain materials. Such fees shall take into account the costs incurred by Contractor to accept, handle, prepare, and transport such materials for further processing or handling. The materials and corresponding fees must be agreed to in advance by the City. Contractor must receive prior written approval from the City in order to charge a new or increased fee to the public. Contractor must submit to the City a list of material types and proposed fees in advance of charging any fees. The current fees charged by the Center are as follows (these are provided as reference only; Contractor may propose own fees):

Toilets	\$6.00 per toilet
Small computer and household electronics not covered by California Electronics Recycling Program (1 to 49 pounds, including printers, keyboards, and mice)	\$0.25 per pound
Vehicle Tires (18" diameter or less, no rims)	\$7.00 per tire
Refrigerators, freezers, air conditioners and other appliances that contain chlorofluorocarbons (CFCs);	\$25.00 each

Large household appliances (stoves, washers and dryers, hot water heaters, etc.) \$12.00 each

#### **1.4 Acceptability of Recyclables**

Contractor is solely responsible for determining and verifying that materials accepted from the public at the Center pursuant to this Contract are in compliance with this Contract ; all applicable permits; and all applicable federal, state and local laws, regulations and ordinances.

## **2. Compensation and Required Reports to the City**

### **2.1 Monthly Rental Payments**

Contractor will pay the City an annually adjusted monthly rental payment. All monthly rental payments are due and payable on the first day of each month. A 10% late fee will be assessed against the Contractor for each monthly rental payment received by the City after the 15th day of the month in which such payment is due. Contractor's failure to make the monthly rental payment for two consecutive months may result in the City immediately terminating the Contract. The monthly rent paid by current vendor at the time of the release of the RFP is \$17,631. The monthly rent in the new Contract will be determined using the calculation below and will continue to be subject to annual adjustments.

The adjusted monthly rental payment applicable during a calendar year [Adjusted Year] shall be determined by multiplying the monthly rental payment applicable during the immediately preceding calendar year by the Consumer Price Index Change.

The Consumer Price Index shall mean the: "All Urban Consumers" Consumers Price Index for San Diego, CA (All Items; Not seasonally adjusted) [San Diego CPI]. Note: The San Diego CPI is published semi-annually, with the most-recently published index being the annual index, HALF1 index or HALF2 index.

The Consumer Price Index Change shall mean the difference between the San Diego CPI HALF1 index published in the calendar year immediately prior to the adjustment Year [Current HALF1 Index] and the San Diego CPI HALF1 index published 12 months Prior to the Current HALF1 Index [Prior HALF1 Index], all divided by the Prior HALF1 Index, plus one (1.0). For example, assuming a 3.4% increase in the Half 1 Index from one year to the next, the Consumer Price Index Change would be expressed as 1.034.

### **2.2 Revenue Sharing**

Contractor shall pay to the City annually 1% of the Gross Scrap Revenue from the sales of all recyclables accepted at the Center pursuant to the Contract during each calendar year. This annual payment shall be due and payable on or before February 15 of the year following the calendar year for which the payment is being made. No payment will be due under this section 2.2 for sales of recyclables at the Center during the final 36 months of the Agreement term.

### **2.3 Reporting**

Contractor shall provide the City with a monthly statement, by the 20th day of each month, which includes an accounting of (1) the amount of all materials accepted by the Contractor during the previous month by type of material, (2) the total amount paid to the public for materials accepted during the previous month by material type, and (3) an estimate of the number of customers served by the Center during the previous month. Contractor must also provide to the City an accounting of all revenues received by Contractor by material type from operation of the Center, and a statement of expenditures (including payments to the public by type of material) within **xx** days of such information being requested by the City. No report, information, or other data given to, or prepared by, the Contractor pursuant to this Contract shall be made available to any individual or organization by the Contractor without prior written approval by the City, except as required by any governmental or regulatory agency, by order of a court of competent jurisdiction, or as necessary for the preparation of Contractor's financial statements and tax returns.

All reports required from the Contractor as set forth in this Contract shall be the exclusive property of the City. Contractor may only disclose the reports to any other individual or entity if required by any governmental or regulatory agency, pursuant to an order of a court of competent jurisdiction, or as necessary for the preparation of Contractor's financial statements and tax returns. Should the Contractor claim that certain information provided to City pursuant to this Contract is of a proprietary nature and request that the City not release said information to the public, it will be the responsibility of the Contractor to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA, should the City choose to withhold such information at Contractor's request. General references to sections of the CPRA will not suffice. Rather, the Contractor must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Contractor does not provide a specific and detailed legal basis for requesting the City to withhold Contractor's confidential or proprietary information, City will release the information as required by the CPRA. Contractor will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Contractor's obligation to defend the City any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at Contractor's request. Furthermore, Contractor shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Contractor's request. Nothing in the Contract creates any obligation on the part of the City to notify Contractor or obtain Contractor's approval or consent before releasing information subject to disclosure under the CPRA.

### **3. Staffing**

Contractor shall always provide the following minimum level of staffing at the Center: one manager and a minimum of three additional people performing the roles of (1) customer attendant, (2) equipment operator, and (3) cashier. Contractor shall ensure

that, during all hours of operation, the Center will have a manager or assistant manager on-site. Contractor will ensure only properly trained staff handle CFC appliances and hazardous materials/wastes that are used/generated in the operation or maintenance of its equipment/machinery. Contractor shall ensure that each of its employees is properly trained for the job duties assigned to that employee, including, but not limited to, any and all training required by applicable law, regulation or ordinance.

#### **4. Center Promotion**

Proposals must include a general advertising/marketing plan outlining how Contractor intends to inform the public on an ongoing basis about the Center and the services it offers. Contractor is required to spend a minimum of \$7,000 annually promoting the Center, of which at least \$1,000 annually will be spent to promote electronics recycling. Contractor will be required to provide the City with receipts associated with advertising and marketing of the Center as well as copies of promotional advertisements upon request. The \$7,000 minimum cannot be spent for one specific promotion campaign without the approval of the City. These minimum amounts are subject to change at the City's sole discretion.

#### **5. Site Improvements and Maintenance**

Contractor acknowledges and agrees that its occupation of the Center site is solely for the provision of services pursuant to this Contract..

The site has metered water. Any additional improvements and costs required to access metered water and electrical power shall be the sole responsibility of the Contractor. Contractor will be responsible for furnishing its own septic system or providing temporary bathrooms as required by local, state or federal law. The cost of all utilities (water, electricity, telephone; etc.) will be the sole responsibility of the Contractor.

Prior to the Contractor performing any improvements at the facility, the City must be provided with the plans and design documents for City review and approval. No improvements may be made without prior written approval by the City. This approval shall not be unreasonably withheld. The design of the facility shall incorporate existing features for operational efficiency and convenience for the public. The site shall also be designed to provide alternate access for City and emergency vehicles. Site design plans shall include proposed location of all equipment, storage containers, traffic flow, customer service area, and a proposed timeline for construction that ensures minimal disruption for existing services and adjacent operations, including the City Hazardous Substance Enforcement Team office, Household Hazardous Waste Transfer Facility, Mattress Collection Site, and Miramar Landfill/Miramar Greenery.

After signing the Contract and prior to the Center opening, Contractor will make the following improvements to the Center site, at its own expense. Maintenance of the following improvements during the duration of this Contract shall be completed by the Contractor, at its own expense. The following items/improvements are not part of existing Center Site and are the responsibility of Contractor to provide. (The design of these improvements will require City approval of plans prior to construction as described above):

- Stormwater management system to ensure compliance with current stormwater requirements

- Utility hook up to equipment and structures
- Office facilities/trailers
- Bathroom facilities
- Equipment/machinery for moving/loading recyclables
- Storage containers for recyclables

The stormwater management system is to remain on-site after this Contract is terminated or expires and will then become the sole property of the City. The information kiosk for customer education on City ESD programs mentioned in the Center Site description in section C shall be maintained in good repair by the Contractor. Kiosk content will be the responsibility of ESD. .

### **5.1 Site Weigh Systems**

Center Site currently has a truck scale foundation and scale. Contractor must obtain and maintain a scale that has been approved, tested, and sealed as required by law, and Contractor must provide to each customer as a receipt for materials accepted by Contractor a weighmaster certificate issued by a California state licensed weighmaster.

### **5.2 Site Storage**

Storage at the Center shall be limited to materials that result from operations at the Center, equipment/machinery used at the Center, containers used for the storage of recyclable materials accepted at the Center, temporary office structures, or other equipment that is required to meet the terms of this Contract. Vehicles stored on-site shall be limited to those used for the transportation of materials within the Center's grounds. Contractor shall not store materials, vehicles, temporary office structures, storage containers or other equipment/machinery beyond the fenced boundaries of the Center.

### **5.3 Material Storage**

The volume of storage at the Center shall be limited to the amount needed to handle surge capacity for materials to ensure they are not stored on the ground. Any exceptions to this must receive the prior written approval of the City. All materials must be stored in appropriate metal containers of a uniform color or in bunkers, and no material will be allowed to be stored on the ground. All residue and contaminants that are required to be landfilled are the responsibility of the Contractor and will be subject to normal landfill disposal fees to be paid by the Contractor. The Contractor will designate an area to store hazardous materials/wastes needed for or generated by maintenance of its equipment/machinery and shall properly manage these materials/wastes in accordance with local, state and federal law.

### **5.4 Buildings and Structures**

Contractor will provide its own office trailers and other structures required to operate the Center. Any permanent or temporary structures must meet all applicable federal, state and local building codes.

### **5.5 Posting of Signs**

Contractor must have a minimum of one sign listing the hours of operation and the scope of materials accepted for recycling. The sign shall also indicate that it is illegal to dump materials not accepted at the Center. Contractor must post all current prices to be paid for accepted materials. Pricing shall be expressed as payment by the ton or pound as is most appropriate. The California Redemption Value for appropriate containers shall also be listed and its relationship to the total price of a given commodity displayed. All signs shall be clearly visible to the public. All signs must be done professionally, shall be maintained in good condition, and must be approved by the City before posting.

## **6. Hazardous Materials/Waste**

No hazardous materials/waste shall be accepted at the Center nor stored on-site, except for materials/waste used for, or generated by, the maintenance of the Contractor's equipment machinery required to meet the terms of this Contract. The Contractor is responsible for properly disposing of, at its own expense and in accordance with all applicable laws, all hazardous materials/waste left on-site. Contractor shall adhere to the following procedures:

Upon finding illegally dumped materials which might reasonably be considered hazardous waste, the Contractor shall immediately contact the City's Landfill Hazardous Substance Enforcement Team at (858) 573-1415.

If material appears to be an immediate threat to safety, the Contractor shall immediately call 911 (Fire Department) and provide all relevant information possible and also contact the City's Landfill Hazardous Substance Enforcement Team at (858) 573-1415. Safety permitting, Contractor will cordon off and restrict access to the area where the material has been found. . Safety permitting, Contractor will remain at the site until the Fire Department arrives and inform on-site management (ESD Disposal Site Supervisor). The Contractor shall not come in contact with, or inhale any of the material, and shall remain a safe distance from the material

Contractor shall provide documentation to the City on a quarterly basis indicating the type of hazardous materials/waste transported off-site by a licensed transporter.

## **7. Operations**

Contractor acknowledges and agrees that the Center site is on property leased by City from the United States of America, acting by and through the Department of the Navy. Contractor shall operate the Center in strict compliance with all permits and all lease conditions that apply to the Miramar Landfill as the host site. City shall provide Contractor with a copy of said lease and all pertinent conditions thereof applicable to the Center. Further, all recycling operations must be conducted in such a manner so as not to interfere with landfill operations which shall have priority in the event of any conflicts.

## **8. Site Maintenance**

Contractor shall be responsible for performing and paying for all maintenance and repairs to the Center Site and all improvements thereon. With respect to the buildings and containers on site, Contractor shall paint them frequently enough to ensure there are no cracking or peeling surfaces. Any damage to the Center Site or to any improvement thereon will be repaired to its original condition by the Contractor at its expense within

14 days of Contractor's discovery of any such damage or Contractor's receipt of notice and request from the City to repair any such damage, whichever occurs first. Contractor understands that a failure to repair as required herein would be a valid basis for the City's termination of this Contract. .

Contractor is required to keep the Center clean at all times. All windblown paper and other trash or recyclable materials originating from the Center will be collected by the Contractor. The areas outside the Center, including the HHWTF, shall be patrolled twice daily to collect all litter. Weeds shall be removed from inside the Center facility and along all fence lines.

#### **9. Safety Requirement**

All work performed under this Contract shall be performed in such a manner to ensure public safety and to meet or exceed the safety standards outlined by Cal-OSHA. The City reserves the right to issue restraint or cease-and-desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

Contractor shall maintain the Center free of hazards to persons and property which may result from its operations. Any hazardous conditions noted by Contractor shall be immediately reported to the City.

#### **10. Site Inspections**

City staff will inspect the Center every 30 days or more frequently, if necessary, for compliance with the provisions of this Contract and with hazardous materials/wastes storage regulations.

#### **11. Temporary Interruption of Center Operations**

Contractor acknowledges and agrees that the actual owner of the property on which the Center is located is the United States of America, Department of the Navy, and that due to national emergencies or other unforeseen events, a temporary closure of the landfill and the Center may be required. During any such closure, all obligations of performance by Contractor hereunder shall be temporarily suspended.

#### **12. Financing**

All costs incurred for the operation and management of the Center including, but not limited to, all costs for site improvements, site maintenance, equipment, equipment maintenance/replacement, containers, insurance, taxes, administration, and labor shall be the sole responsibility of the Contractor.

#### **13. Site Closure**

In the event Contractor discontinues operating the Center, it will be required to do the following:

1. Remove all recyclable materials, trash, equipment, machinery, vehicles, containers, and temporary office buildings in accordance with all applicable laws and regulations;
2. Inspect the site with City staff to locate and identify any remaining hazardous materials/wastes and property that belong to the Contractor and arrange for the Contractor to remove them;
3. Provide the City with copies of all documentation and permits associated with the proper disposal of hazardous materials/waste and equipment;
4. Notify utility companies to discontinue service; and
5. Leave the site in a clean condition acceptable to City.

#### **14. Performance Bond**

Simultaneously with the signing of this Contract by City, Contractor shall furnish and maintain in full force and effect a performance bond satisfactory to City in the amount of \$100,000 as security for the faithful performance of all Contractor's obligations under this Contract. This bond shall remain in effect at least until one year after termination of this Contract, except as otherwise provided by law.

#### **15. Utilities**

Contractor shall pay all costs incurred for utility services for the operation and management of the Center including, but not limited to, costs incurred for fuel, gas, water, sewer, electricity, and telephone service. The Contractor will also supply its own septic system of portable toilets at its expense.

#### **16. Additional Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors. Contractor shall provide, at a minimum, the following:

**Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the required occurrence limit.

#### **Contractors Pollution Liability Insurance.**

1. Contractor shall procure and maintain at its expense or require its subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the work being performed, with a limit no less than

- \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
  3. Contractor shall obtain written approval from the City for any insurance provided by its subcontractor instead of Contractor.
  4. For approval of a substitution of Contractor's subcontractor's insurance, Contractor shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

Occurrence based policies shall be procured before the work commences. Claims-made policies shall be procured before the work commences, shall be maintained for the contract time, and shall include a 12-month extended claims discovery period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the work without advancing the retroactive date.

**Contractors Pollution Liability Insurance Endorsements.**

**Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by Contractor or on Contractor's behalf,
2. Contractor's products,
3. Contractor's work, e.g., Contractor's completed operations performed by Contractor or on Contractor's behalf, or
4. Premises owned, leased, controlled, or used by Contractor.

**Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the named insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

**Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**Claims Made Policies** (applicable only to Pollution Liability). The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

## EXHIBIT "A"

**RECYCLING CENTER PARCEL LEGAL DESCRIPTION**

(ALLAN RECYCLING COMPANY)

All that portion of Parcel 4, of the Memorandum of Lease by and between the United States of America, acting through the Department of the Navy and the City of San Diego, California recorded June 25, 1998 as Document # 1998-0390050, in the Office of the County Recorder of San Diego County; described as follows:

Beginning at an angle point on the Southerly boundary of said Parcel 4, said point being the Westerly terminus of a line shown as "N77°03'50"E 1000.01'" on City of San Diego Drawing No. 27235-D and Miscellaneous Survey 988 (said line also being on the Northerly Caltrans Right-of-Way of 11-SD-52); thence leaving said line on a tie line North 55°14'24" West, 464.95 feet to the TRUE POINT OF BEGINNING; thence South 85°23'42" West, 44.45 feet; thence South 01°17'54" East, 13.05 feet; thence North 88°09'29" West, 232.45 feet; thence North 02°05'37" East, 90.31 feet to the beginning of a non-tangent 59.00 foot radius curve concave Westerly, a radial line to said curve bears North 37°50'12" West; thence Northerly along the arc of said curve through a central angle of 81°26'50" a distance of 83.87 feet to the beginning of a 15.00 foot radius non-tangent reverse curve concave Northerly; a radial line to said curve bears North 32°45'14" West; thence along the arc of said reverse curve through a central angle 79°00'14", a distance of 20.68 feet to the beginning of a tangent 45.00 radius curve concave Southwesterly; thence along the arc of said curve though a central angle of 54°42'29", a distance of 42.97; thence tangent to said curve, North 81°32'31" East, 13.63 feet to the beginning of a tangent 25.00 radius curve concave Northerly; thence along the arc of said curve through a central angle of 36°01'50" a distance of 15.72 feet; thence tangent to said curve North 62°25'39" West, 7.43 feet; thence North 34°08'54" East, 330.26 feet; thence North 30°04'14" East, 158.44 feet; thence North 12°53'00" East, 141.50 feet; thence North 90°00'00" East, 14.00 feet; thence South 08°33'30" East, 166.40 feet; thence South 85°42'50" West, 19.00 feet; thence South 13°36'37" West, 171.84 feet; thence South 10°54'21" East, 398.79 feet to the TRUE POINT OF BEGINNING.

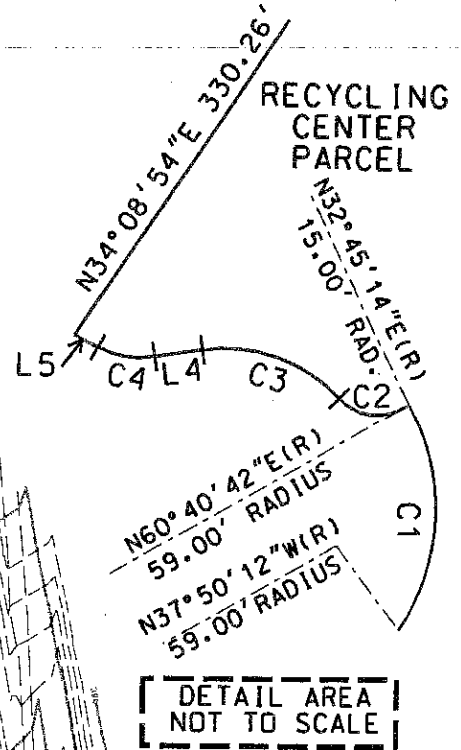
The above described parcel contains 2.742 acres (119,460 sq. ft.), more or less.

# EXHIBIT "B" RECYCLING CENTER PARCEL PLAT

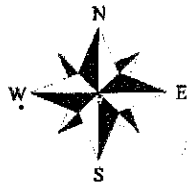
COURSE TABLE

L1	S85°23'42"W	44.45'
L2	S01°17'54"E	13.05'
L3	N02°05'37"E	90.31'
C1	81°26'50"	25.00'R 83.87'
C2	79°00'14"	15.00'R 20.68'
C3	54°42'29"	45.00'R 42.97'
L4	N81°32'31"E	13.63'
C4	36°01'50"	25.00'R 15.72'
L5	N62°25'39"W	7.43'
L6	N90°00'00"E	14.00'
L7	S85°42'50"W	19.00'

"DETAIL AREA"



SCALE 1"=100'



PARCEL 4  
DWG. 27235-D  
DOC. # 1998-0390050

ALLAN COMPANY  
RECYCLING CENTER  
2.742 ACRES

ENTRY ROAD  
MIRAMAR LANDFILL

SEE DETAIL

T.P.O.B.

PARCEL 4  
DWG. 27235-D  
DOC. # 1998-0390050  
P.O.B.

N77°03'50"E  
1000.01'  
N'LY R/W  
CALTRANS SR 52

N88°09'29"W  
232.45'

N55°14'24"W  
464.95'

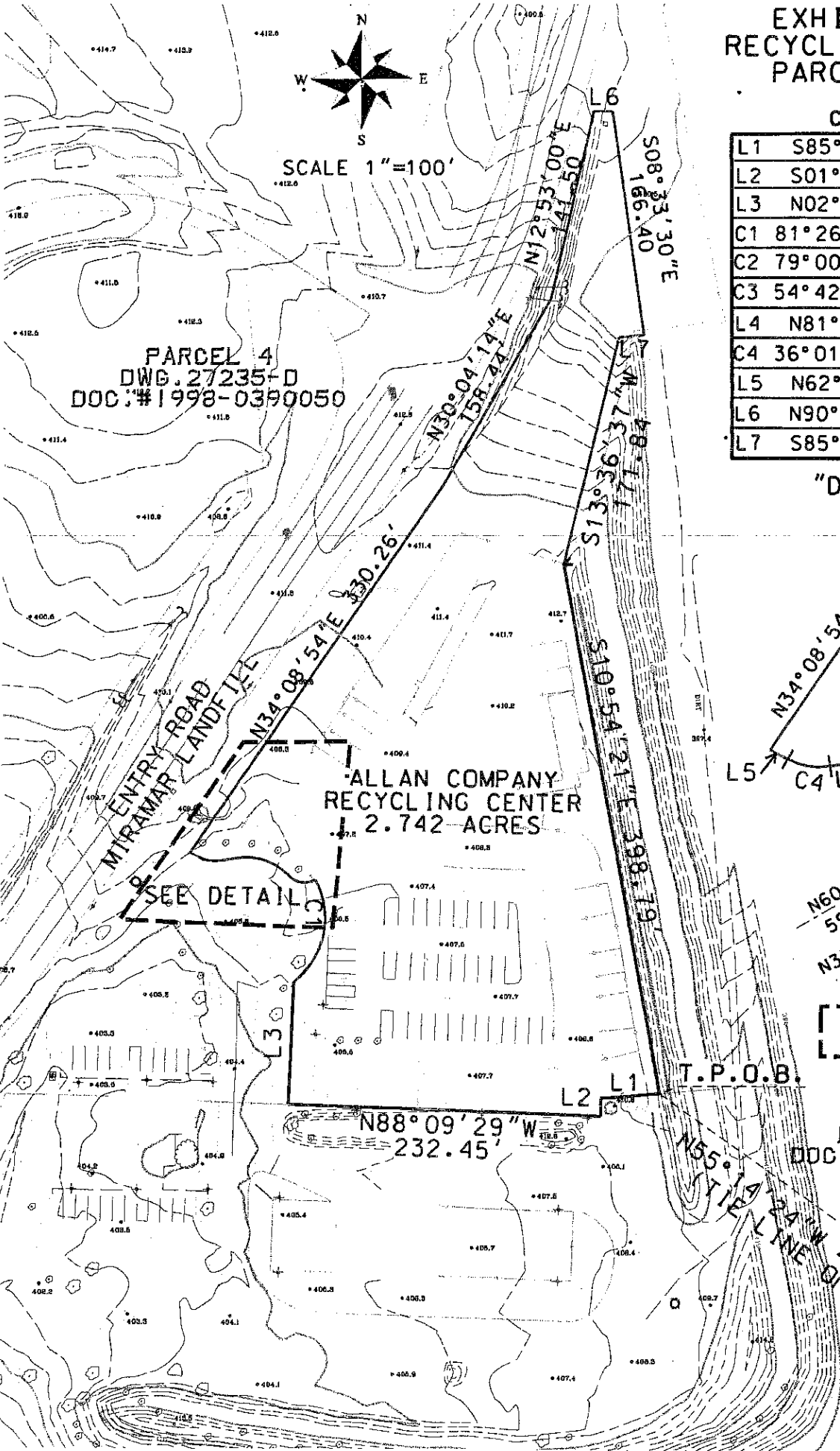


EXHIBIT "C"  
RECYCLING CENTER PARCEL  
AERIAL PHOTO

PARCEL 4  
DWG. 27235-D  
DOC. • 1998-0390050

ENTDOR ROAD  
MIRAMAR LANDFILL

ALLAN COMPANY  
EXPANSION AREA  
0.70 ACRES

ALLAN COMPANY  
RECYCLING CENTER  
2.02 ACRES



**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California 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 the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**EXHIBIT E**

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

Bond #:1591104

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

CEDARWOOD-YOUNG COMPANY dba Allan Company, ~~a corporation~~ as principal, and Great American Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of One Hundred Thousand and 00/100's----- for the faithful performance of the annexed contract, N/A, and in the sum of \$100,000.00 ~~x\$xxx~~ for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on December 31,2025 through December 31,2026, Bond shall be renewed on an annual basis for the life of the contract unless otherwise instructed.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: [Signature]

Heather Ferbert, City Attorney  
By: [Signature]

Print Name: Claudio C. Abarca  
Mayor or designee  
Director, Purchasing & Contracting

Print Name: R. Scott Skol  
Deputy City Attorney

Date: May 12, 2026

Date: 5-14-26

CONTRACTOR:

SURETY:

CEDARWOOD-YOUNG COMPANY dba Allan Company

Great American Insurance Company

By: [Signature]

By: Victoria M. Riedl  
Attorney-In-Fact



Print Name: Jason A. Young

Print Name: Victoria M. Riedl, Attorney-in-Fact

Date: 3/26/26

Date: March 25th, 2026

611 Anton Blvd., 14th floor, Costa Mesa, CA 92626

Local Address of Surety

949-365-5155

Local Phone Number of Surety

\$3,000.00

Premium

1591104

Bond Number



## Surety Bond Seal Addendum

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### Great American Insurance Company

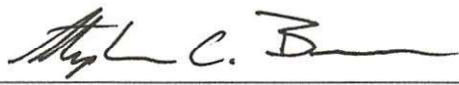
Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 15th day of August, 2022.

Great American Insurance Company



By 

**Stephen C. Beraha, Assistant Vice President**

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 03/25/2026 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Victoria M. Riedl,  
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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Performance Labor + Material / 1591104  
(Title or description of attached document)

GHIC / Cedarwood-Young Allan CO  
(Title or description of attached document continued)

Number of Pages 2 Document Date 3/25/26

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 22139

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES E. HURST, JR.	ALL OF	ALL
VICTORIA M. RIEDL	ALISO VIEJO, CALIFORNIA	\$100,000,000
NIKOLA VUCUREVIC		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of APRIL 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*John K. Webster*

Divisional Senior Vice President

JOHN K. WEBSTER (677-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 2ND day of APRIL, 2020, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of March, 2026



*My L C. B.*

Assistant Secretary

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an Informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

<b>Request for Proposal (RFP) for Miramar Recycling Center Services</b>
<b>Solicitation No. 10090142-25-R</b>

**B. BIDDER/PROPOSER INFORMATION:**

<b>Cedarwood-Young Company, a California corporation</b>	<b>Allan Company</b>
Legal Name	DBA
14620 Joanbridge Street	Baldwin Park
Street Address	CA
Jason Young, President/CEO	91706
Contact Person, Title	State Zip
	(626) 962-4047
	(626) 962-3228
	Phone Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.

**\*\* Directly or indirectly involved means pursuing the transaction by:**

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jason A. Young	President/CEO
Name	Title/Position
Sierra Madre, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Shareholder (60.02%) of proposing corporation	
Interest in the transaction	

Stephen A. Young	Chairman of the Board
Name	Title/Position
Monrovia, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Shareholder (49.98%) of proposing corporation	
Interest in the transaction	

Nenad Trifunovic	General Counsel
Name	Title/Position
Northridge, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest in the transaction	
Interest in the transaction	

Sean Howard	Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest in transaction	
Interest in the transaction	

Rich Hubbard	Secretary and Vice President, Operations
Name	Title/Position
Murrieta, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest in the transaction	
Interest in the transaction	

Victoria Garcia	Account Manager
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest in transaction	
Interest in the transaction	

Kara Bouton	Real Estate Manager
Name	Title/Position
Monrovia, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No Interest in transaction	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
 Yes       No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 09/24/1965 State of incorporation: California

List corporation's current officers: President: Jason A. Young  
Vice Pres: Don Rogers, Richard Hubbard, Adam Holt, Francisco Del Rincon  
Secretary: Richard Hubbard  
Treasurer: Michael Ochniak

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If Yes, after what date: 09/24/1965

**CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION**

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>7,500</u>	<u>5,320</u>	<u>5,320</u>
b. Number of nonvoting shares:	<u>0</u>	<u>0</u>	<u>0</u>
c. Number of shareholders:			<u>2</u>
d. Value per share of common stock:		Par	<u>\$ 10.00</u>
		Book	<u>\$ 52,000,000.00</u>
		Market	<u>\$ 52,000,000.00</u>

**CONFIDENTIAL AND PROPRIETARY\***

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\* Cal Govt Code § 7930.205 exempts private company financial information, including without limitation book and market values and related information used to calculate such values, from disclosure under the California Public Records Act by referencing trade secret protections in Evidence Code § 1060 and Civil Code § 3426.7. This financial information qualifies as a trade secret because it derives economic value from not being generally known, is kept confidential, and would give competitors strategic insights into business strategy, solvency, and valuation that could undermine the company's market position if disclosed.

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes       No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 Yes       No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: U.S. Bank

Point of Contact: Myra S. Juettten

Address: 3536 Concoors, Suite 300, Ontario, CA 91764

Phone Number: (909) 241-7201

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1999005231 Year Issued: 2024

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Glendale

Contact Name and Phone Number: Etienne Ozorak, 818-550-3468  
Contact Email: Eozorak@glendaleca.gov  
Address: 548 W. Chevy Chase Drive, Glendale, CA 91204  
Contract Date: September 1, 2005 (ongoing through March 31, 2026)  
Contract Amount: Allan Company pays \$6000/mo rent for the center operation and is paid to process residential curbside recyclables at a per ton rate.  
Requirements of Contract: Operation of Glendale Recycling Center

Company Name: Cal Tech  
Contact Name and Phone Number: Delmy Emerson, 626-395-4738  
Contact Email: Delmy.emerson@caltech.edu  
Address: 1200 E. California Boulevard, Pasadena, CA 91125  
Contract Date: November 1, 2024 (Start of service date)  
Contract Amount: Allan Compay pays Cal Tech for their collected recyclables.  
Requirements of Contract: Servicing of recycling collection sites on campus.

Company Name: Stater Bros. Markets  
Contact Name and Phone Number: Darold Fero, 909-733-5134  
Contact Email: Darold.Fero@staterbros.com  
Address: 301 South Tippecanoe Avenue, San Bernardino, CA 92408  
Contract Date: January 1, 2021 (the latest start date in an ongoing contract)  
Contract Amount: Allan Company pays Stater Bros. for their recyclable materials.  
Requirements of Contract: Marketing and shipping of over 35,000 tons of recyclable materials annually.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes  No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes  No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: OS4 Labor, LLC

Address: 5240 Irwindale Avenue, Suite G, Irwindale, CA 91706

Contact Name: Byran Gordon Phone: (626) 838-6745 Email: Bryan@os4labor.com

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ 72,800.00 (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: Temp-Hire Staffing

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance* (specific to Miramar Recycling Center operations)
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement Update of
- prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Jason A. Young, CEO

Name and Title

  
Signature

2-26-25

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

<p><b>Section C, Question 3 and Section D Corporate Officer Interest in Businesses Performing Similar Work</b></p> <p>City Fibers, Inc., 2500 E. 24th Street, Los Angeles, CA 90058 Stephen A. Young, Shareholder and CFO Jason A. Young, Shareholder and Secretary</p> <p>Sun Valley Paper Stock, Inc., 8701 San Fernando Road, Sun Valley, CA 91352 Stephen A. Young, Shareholder and President Jason A. Young, Shareholder and Secretary Don Rogers, Shareholder and CFO</p> <p>Main Street Fibers, Inc., 608 E. Main Street, Ontario, CA 91761 Stephen A. Young, Shareholder Jason A. Young, Shareholder and Secretary</p> <p>Corridor Recycling, Inc., 22500 S. Alameda Street, Carson, CA 90810 Stephen A. Young, Shareholder and Treasurer Jason A. Young, Shareholder and Secretary</p> <p>Basic Fibres, Inc., 6019 S. Manhattan Place, Los Angeles, CA 90047 Stephen A. Young, Shareholder and President Jason A. Young, Shareholder and Secretary/Treasurer</p> <p>Angelus Western Paper Fibers, Inc., 2474 Porter Street, Los Angeles, CA 90021 Stephen A. Young, Shareholder Jason A. Young, Shareholder and Secretary</p>
--

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason A. Young, CEO

Print Name, Title

  
Signature

2-11-25

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

**Section E. Financial Resources and Responsibility**

**Question 4 (In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?):**

Cedarwood-Young Company DBA Allan Company (the "Company") is informed and believes that Liberty Mutual elected not to renew the Company's property insurance within the last five years due to a shift in its underwriting criteria and further that its decision was part of a broader change by Liberty Mutual and was not related to the Company's risk profile or claims history. The Company has since secured coverage with another insurer.

**Question 6 (Are there any claims, liens or judgments [sic] that are outstanding against your firm?):**

The Company is not subject to any liens or judgments. The Company occasionally receives preliminary claims that have not progressed to litigation. At present, the Company has no material non-litigated claims pending. There are outstanding claims in the form of lawsuits, which fall into two general categories: (1) those for which defense and indemnity are being provided by one or more insurers ("Insured Matters"), and (2) those that are not covered by insurance policies ("Uninsured Matters").

As Insured Matters are managed by the respective carriers, this disclosure addresses only Uninsured Matters, which the Company continues to manage and vigorously defend.

**Summary of Uninsured Matters:**

Guzman v. Cedarwood-Young Company et al. (San Diego County Superior Court, Case No. 37-2019-00011626-CU-OE-CTL, filed on 03/01/2019)

Three former staffing agency employees who were assigned to work at one of the Company's facilities in San Diego, California filed this putative class action alleging that the work they and others performed in connection with the Company's curbside recyclable materials processing, transport and marketing contract with the City of San Diego (the "Prior Curbside Contract") was subject to San Diego's living wage ordinance ("LWO") requiring payment of higher than minimum wage rates and mandating certain benefits or wages in lieu of benefits. On multiple occasions, the City maintained that the Prior Curbside Contract was not subject to the LWO. Consistent with this, the Company denies that the LWO applied to the Prior Curbside Contract (i.e., at any time before September 1, 2019, when a new contract commenced that was subject to the LWO). The operative complaint alleges five causes of action against the Company and two staffing agencies based on this theory: 1. Failure to pay wages and provide benefits as required under the San Diego Living Wage Ordinance; 2. Failure to pay overtime wages; 3. Failure to provide accurate

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason Young, CEO

Print Name, Title

  
Signature

2-27-25  
Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

**Question 6 (continued)**

itemized wage statements; 4. Failure to timely pay wages due upon termination; and 5. Unfair business practices. Plaintiffs seek to collect the difference between the wage rates actually paid and the applicable wage rates set by the LWO at different times during the period of March 1, 2015 through September 1, 2019. A class has been certified and includes approximately 245 individuals, of whom only eight are current or former employees of the company, with the balance being staffing agency employees. Trial of the case is set for May 16, 2025. The company has been and will continue defending this case vigorously.

**Renteria v. OS4Labor, LLC, et al. (San Diego County Superior Court, Case No. 37-2021-00028109-CU-OE-CTL, filed on 06/30/2021)**

A former staffing agency employee who was assigned to work at one of the Company's facilities in San Diego, California filed a putative class and PAGA action alleging nine causes of action: (1) Violation of Cal. Labor Code §§ 510 & 1198 (Unpaid Overtime); (2) Violation of Cal. Labor Code §§ 226.7 & 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Labor Code §§ 2800 & 2802 (Failure to Reimburse Necessary Business Expenses); (8) Violation of Cal. Business & Professions Code § 17200, et seq.; (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)]. The court compelled Plaintiff to arbitrate his individual claims, effectively eliminating the putative class claims, and stayed further proceedings pending the individual arbitration. The arbitration proceeding is currently underway before the American Arbitration Association. The Company has been and will continue defending this case vigorously.

**Lopez v. Cedarwood-Young Company (San Diego County Superior Court, Case No. 37-2022-00045589-CU-OE-CTL, filed on 10/21/2022)**

A former staffing agency employee who was assigned to work at one of the Company's facilities in San Diego, California filed a putative class and PAGA action alleging seven causes of action: (1) Violation of Cal. Labor Code §§ 510 & 1198 (Unpaid Overtime); (2) Violation of Cal. Labor Code §§ 226.7 & 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum and Straight Time Wages); (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Business & Professions Code § 17200, et seq. The original complaint did not name the company, but on January 17, 2025 the complaint was amended to add the company for the first time. The Company intends to defend this case vigorously.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason Young, CEO

Print Name, Title

  
Signature

2-27-25

Date

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

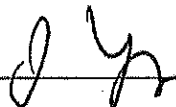
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
10/5/2018	San Diego	Failure to take reasonable steps to prevent discrimination and/or harassment	Y	Appeal	Summary Adjudication in favor of Cedarwood-Young Company
May 2016	Los Angeles	Age Discrimination	N	Closed	Settlement of disputed claim during mediation

Contractor Name: Cedarwood-Young Company DBA Allan Company

Certified By Jason Young Title CEO  
Name

 Date 2-27-25  
Signature



EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: [ ] Construction [ ] Vendor/Supplier [ ] Financial Institution [ ] Lessee/Lessor
[ ] Consultant [ ] Grant Recipient [ ] Insurance Company [ ] Other

Name of Company: Cedarwood-Young Company, a California corporation

ADA/DBA: Allan Company

Address (Corporate Headquarters, where applicable): 14620 Joanbridge Street

City: Baldwin park County: Los Angeles State: CA Zip: 91706

Telephone Number: 626-962-4047 Fax Number: 626-962-3228

Name of Company CEO: Jason A. Young

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 6733 Consolidated Way as well as 5165 Convoy Street- operated under contract to the City of San Diego

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: 858-578-9300 Fax Number: 858-578-9942 Email: vgarcia@allancompany.com

Type of Business: Recycling Type of License:

The Company has appointed: Vanessa Martinez

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 14620 Joanbridge Street, Baldwin Park, CA 91706

Telephone Number: 626-593-9893 Fax Number: 626-962-9948 Email: vmartinez@allancompany.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ ] Branch Work Force \*
[ ] Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Cedarwood-Young Company DBA Allan Company

Los Angeles (County) CA (State) hereby certify that information provided

is true and correct. This document was executed on this 20 day of February, 2025

(Authorized Signature) (Print Authorized Signature Name)

Handwritten signatures and printed names of Vanessa Martinez.

WORK FORCE REPORT - Page 2

NAME OF FIRM: Cedarwood-Young Company DBA Allan Company

DATE: 02/20/2025

OFFICE(S) or BRANCH(ES):

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												2		
Professional														
A&E, Science, Computer														
Technical														
Sales				5										
Administrative Support				6		1								
Services														
Crafts			1											
Operative Workers			10											
Transportation														
Laborers*			8											

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			19	11		1						2		
--------------------	--	--	----	----	--	---	--	--	--	--	--	---	--	--

Grand Total All Employees 33.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT - Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

**INSTRUCTIONS:** For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column

Grand Total All Employees 118

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled

**LIVING WAGE ORDINANCE  
 CERTIFICATION OF COMPLIANCE**  
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: Cedarwood-Young Company, a California corporation dba Allan Company  
 Company Address: 14620 Joanbridge Street, Baldwin Park, CA 91706  
 Company Contact Name: Vanessa Martinez Contact Phone: 626-962-4047

**CONTRACT INFORMATION**

Contract Number (if no number, state location): RFP 10090142-25-R Start Date:  
 Contract Title (or description): Miramar Recycling Center Services End Date:  
 Purpose/Service Provided: Operate Miramar Recycling Center

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Jason A Young  
 \_\_\_\_\_  
 Name of Signatory  
 \_\_\_\_\_  
 Signature

CEO  
 \_\_\_\_\_  
 Title of Signatory  
 2-26-25  
 \_\_\_\_\_  
 Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt: \_\_\_\_\_ LWO Analyst: \_\_\_\_\_ Contract Number: \_\_\_\_\_



**ALLAN COMPANY®**  
RECYCLING SERVICES

**Proposal for Miramar Recycling Center Services  
City of San Diego Solicitation No. 10090142-25-R**



Submitted to:

City of San Diego

February 28, 2025

Proposal to the City of San Diego

# Tab A: Submission of Information and Forms

Included in order:

- Contract Signature Page
- Exceptions requested by Proposer
- Contractor Standards Pledge of Compliance
- Equal Opportunity Contracting Forms
  - Contractors Certification of Pending Actions
  - Work Force Report
- Living Wage Ordinance Certification
- Required Licenses
  - City of SD Business Tax
  - Cal Recycle Certified Recycling Center
  - Cal Recycle Certified Processor
  - County of SD Department of Environmental Health and Quality Unified Program Facility Permit
  - CDFR Weighmaster License
  - DOJ Secondhand Dealer License
  - County of SD Department of Agriculture, Weights and Measures
  - DTSC
  - State Water Resources Control Board
  - California Department of Public Health Certificate of Registration
  - State of California Permit to Operate Air Pressure Tank
  - California Integrated Waste Management Board Tire Program
  - State of California Department of Housing and Community Development

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090142-25-R,  
Miramar Recycling Center Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090142-25-R, Miramar Recycling Center Services (Contractor).

**RECITALS**

On or about 1/31/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Miramar Recycling Center Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Roland Harpin Jr., Recycling Specialist  
9601 Ridgehaven Court, Suite 320 San Diego, CA 92123  
(619) 359-9105  
RHarpin@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Reserved.**

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Contractor's Proposal; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

Cedarwood-Young Company, a California corporation dba Allan Company

Proposer

14620 Joanbridge Street

Street Address

Baldwin Park, CA 91706

City

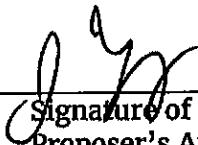
626-962-4047

Telephone No.

jyoung@allancompany.com

E-Mail

BY:



Signature of  
Proposer's Authorized  
Representative

Jason A. Young

Print Name

CEO

Title

2-28-25

Date

**CITY OF SAN DIEGO**

**A Municipal Corporation**

BY:

Print Name:

Director, Purchasing & Contracting  
Department

Date Signed

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
**HEATHER FERBERT, City Attorney**

BY:

Deputy City Attorney

## LIST OF EXCEPTIONS

Consistent with Section 2.2 of Exhibit A (Proposal Submission and Requirements), Allan Company requests the exceptions, below, to provisions found in the RFP and accompanying documents, including the Scope of Work, the Contract, and the Exhibits.

Allan Company conditions its proposal on reaching an amicable compromise or mutual agreement with the City on each of the exceptions set forth below and such additional and different terms as the City and Allan Company may negotiate in good faith.

Please note that we have organized these exceptions by order of appearance in the RFP.

## EXHIBIT B - SCOPE OF WORK

### **16. Additional Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors. Contractor shall provide, at a minimum, the following:

**Basis for exception:** Allan Company will maintain the required insurance, or reasonable equivalent subject to the approval of the City, in no less than the limits set forth in the RFP.

## EXHIBIT C – GENERAL CONTRACT TERMS AND PROVISIONS

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services

satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**Basis for exception:** We respectfully take exception to Section 4.1 – City’s Right to Suspend for Convenience. The provision allowing the City to suspend the Contractor’s performance for up to six months at its sole discretion potentially presents significant operational and financial risks. A prolonged suspension creates workforce instability, as employees may seek alternative employment, leading to a loss of experienced personnel and knowledge. It also imposes financial strain, as the Contractor must continue covering overhead costs without compensation during the suspension, such as wages and salaries (if Contractor elects to retain the impacted workforce), equipment maintenance, and other fixed expenses, which must still be covered during the suspension period. Additionally, the abrupt halt and subsequent resumption of work may cause logistical disruptions and increased costs due to reallocation of resources. These uncertainties could impact the Contractor’s ability to efficiently resume performance and maintain service quality. The limited ten-day notice further exacerbates these challenges, making it difficult for the Contractor to plan effectively.

**4.2 City’s Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days’ written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor’s affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received

by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**Basis for exception:** We respectfully take exception to Section 4.2 – City's Right to Terminate for Convenience. The provision granting the City the right to terminate the contract for convenience with only thirty days' notice introduces significant potential operational and financial disruptions for the Contractor. As termination will likely result in a workforce reduction, the Contractor may be subject to legal obligations under the California Worker Adjustment and Retraining Notification (WARN) Act and the Federal WARN Act, which require employers to provide 60 days' advance notice to affected employees in the event of mass layoffs or plant closures. Given the short 30-day notice period provided in the contract, the Contractor may find itself in a position where it is unable to comply with these statutory requirements, potentially leading to significant legal liability and penalties.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**Basis for exception:** We respectfully take exception to Section 4.3.1 because the ten (10) calendar day timeframe for curing a default may be unreasonably short in cases where the required corrective actions cannot reasonably be completed within that period due to factors beyond the Contractor's immediate control, such as regulatory approvals, supply chain delays, or the complexity of the corrective work.

To ensure fairness and practicality, we propose revising this provision to state that if the required cure cannot reasonably be completed within ten (10) calendar days, the Contractor shall be considered compliant so long as it commences the cure within the initial ten-day period and diligently pursues the corrective action to completion in good faith. This revision ensures that the City's interests remain protected while allowing for

reasonable timeframes to address and resolve issues effectively.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**Basis for exception:** We respectfully take exception to Section 13.4 – Subcontractors because it improperly expands the definition of “employee” beyond its meaning under applicable law. Subcontractors are separate legal entities, such as corporations, limited liability companies (LLCs), or other business organizations. While the Contractor agrees to be responsible for ensuring that all subcontractors perform their work in compliance with the contract’s terms and requirements, subcontractors and other third parties engaged by the Contractor shall not be deemed employees of the Contractor for any purpose, including but not limited to labor, tax, employment, and workers’ compensation laws.

To avoid unintended legal and financial liabilities, we propose revising Section 13.4 to clarify that the Contractor remains responsible for the work performed by its subcontractors but that such subcontractors shall not be classified as employees under applicable law. Allan Company submits its pricing and proposal with the express understanding that this provision must be revised accordingly. We are open to working with the City to refine the language in a manner that meets both parties’ needs while maintaining consistency with established law.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise

becomes known to Contractor other than through disclosure by City.

**Basis for exception:** We respectfully take exception to Section 13.16 – Confidentiality of Services, as the nature of the Contractor’s work requires extensive reporting to various California regulatory agencies, and potentially federal regulators, regarding the operation of the Miramar Recycling Center. Compliance with these regulatory requirements necessitates the submission of data, reports, and other relevant information to ensure transparency, proper oversight, and adherence to environmental and operational standards.

Additionally, the Contractor engages in marketing and sales of recyclable materials, which often requires sharing information with customers, industry partners, and other third parties regarding the types, quantities, and processing details of collected materials. Restricting the Contractor from sharing such information without prior written consent from the City could create operational inefficiencies and hinder the ability to conduct business effectively.

We propose revising the provision to explicitly allow the Contractor to disclose necessary information as required by applicable law or regulation, in the ordinary course of business, or to facilitate the sale and marketing of recycled materials, while still ensuring appropriate confidentiality protections for sensitive City-provided information. We are open to working with the City to refine the language to meet both parties’ needs.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

# CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B1999005231

Business Name: ALLAN COMPANY  
Business Owner: CEDARWOOD YOUNG  
Business Address: 5165 CONVOY ST  
SAN DIEGO CA 92111-1207

ALLAN COMPANY  
ATTN: SEAN HOWARD  
5165 CONVOY ST  
SAN DIEGO CA 92111-1207

Primary Business Activity: OTH PROFESSIONAL/SCIENTIFIC/TECHNICAL SERVICE

Secondary Business Activity:

Effective Date: 06/01/2024  
Expiration Date: 05/31/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS -- PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

## BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
[www.sandiego.gov/treasurer](http://www.sandiego.gov/treasurer)

Certificate Number: B1999005231 PIN: NCAIO

Business Name: ALLAN COMPANY  
Business Owner: CEDARWOOD YOUNG  
Business Address: 5165 CONVOY ST  
SAN DIEGO CA 92111-1207

Primary Business Activity: OTH PROFESSIONAL/SCIENTIFIC/TECHNICAL SERVICE

Secondary Business Activity:

Effective Date: 06/01/2024  
Expiration Date: 05/31/2025

Mailing Address: ALLAN COMPANY  
ATTN: SEAN HOWARD  
5165 CONVOY ST  
SAN DIEGO CA 92111-1207



ALLAN COMPANY  
ATTN: SEAN HOWARD  
5165 CONVOY ST  
SAN DIEGO, CA 92111-1207



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are Not Refundable unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

See reverse side.

State of California



DIVISION OF RECYCLING

*Certification is Non-Transferable*

## Certified Recycling Center

### Certificate issued to:

Contact Person: **Michael Ochniak**  
Organization: **Cedarwood Young Co.**  
Program/DBA: **Allan Co.**  
**5165 Convoy Street**  
**San Diego, CA 92111**

For Collection Of:

**Aluminum – Bag-in-Box – Bimetal – Glass – Paperboard Carton – Plastic – Multilayer Pouch**

A handwritten signature in cursive script that reads "Amy Cameron".

Amy Cameron  
Assistant Director for Recycling, CalRecycle

### Issued by:

Certification Number: **RC9934**  
Probationary End Date: **N/A**  
Renewal Expiration Date: **04/30/2029**

State of California



DIVISION OF RECYCLING

Certification is Non-Transferable

## Certified Processor

### Certificate issued to:

Contact Person: **Michael Ochniak**  
Organization: **Cedarwood Young Co.**  
Program/DBA: **Allan Co.**  
**5165 Convoy Street**  
**San Diego, CA 92111**

For Collection Of:

**Aluminum | Bag-in-Box | Bimetal | Glass | Paperboard Carton | Plastic | Multilayer Pouch**

Jennifer Akins

Chief, Certification and Registration Branch

### Issued by:

Certification Number: **PR0308**  
Probationary End Date: **N/A**  
Renewal Expiration Date: **12/31/2029**

**MAY**

**County of San Diego**

**2025**

**DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY  
UNIFIED PROGRAM FACILITY PERMIT**

P.O. BOX 129261, SAN DIEGO, CA 92112-9261 / (858) 505-6661 / (800) 253-9933 / FAX (858) 999-8920  
www.sdcdehq.org

Owner/Operator Name: **ALLAN COMPANY**  
Facility Name: **MIRAMAR RECYCLING CENTER**  
Facility-located-at: **5165 CONVOY ST, SAN DIEGO, CA 92111**  
Mailing Address  
**ALLAN COMPANY  
5165 CONVOY ST  
SAN DIEGO, CA 92111-1207**



Amy Harbert  
Director

Record Number: DEH2002-HUPFP-129147

**UNIFIED PROGRAM FACILITY PERMIT**

Permit valid: 6/1/2024 to 5/31/2025

RENEWAL IS REQUIRED BEFORE EXPIRATION DATE

The Unified Program Facility Permit is required due to the following Program elements:

- Facility stores/handles Hazardous Materials in reportable quantities and is subject to Hazardous Materials Business Plan requirements.
- Facility generates Hazardous Waste.

This information is taken from the California Environmental Reporting System (CERS), unless discrepancies were observed during an inspection.

**ATTENTION**

- A copy of this permit must be maintained at the facility location.
- Permit is not valid for any facility location or owner not listed above.
- This permit is not transferable. Any change in the above owner or location requires a new permit. A change in business activity may require a revised permit to add or delete program elements. All changes to the information shown on this permit must be reported in CERS.
- This permit is not transferable. Any change in the above owner, location or mailing address or business activity must be reported by submitting a written change to the department.
- This is not a City or County use permit, nor a permit to operate under any other regulatory program. Other permits may be required for these operations at this location.

A Unified Program Facility Permit is conditional until the information submitted in CERS is verified by inspection. This permit does not modify any requirement of federal, state or local law. This permit can be suspended or revoked for violations of Unified Program requirements.



Department of Food and Agriculture  
 Division of Measurement Standards  
 6790 Florin Perkins Rd., Ste. 100, Sacramento, California 95828-1812  
 Email: dms@cdfa.ca.gov Web Address: www.cdfa.ca.gov/dms/programs/wm/wm.html  
 Phone #: (916) 229-3000 Fax #: (916) 229-3055  
 Remit fees payable to: CDFA 90361, PO Box 942872, Sacramento, CA 94271-2872

# Weighmaster License

**Weighmaster**

CEDARWOOD-YOUNG COMPANY  
 DBA: ALLAN COMPANY  
 14618 ARROW HIGHWAY  
 BALDWIN PARK, CA 91706  
 Attn:

**License No:**

**000203**

**Total Fees Remitted:**

**\$6705.00**

**Issue Date:**

**7/11/2024**

**Revision Date:**

**9/25/2024**

**License Year: 7/1/2024 - 7/1/2025**

The Weighmaster is responsible to renew this license. (Division 5, Chapter 7, Section 12707, Business and Professions Code)

**THIS LICENSE SHALL BE AVAILABLE TO WEIGHTS AND MEASURES OFFICIALS AT EACH WEIGHING LOCATION.**

This license is not transferable. Any change in ownership requires a new license.

**Principal Location**

14618 ARROW HWY.  
 BALDWIN PARK, CA 91706  
 COUNTY: LOS ANGELES  
 (626) 962-4047

**Additional Location(s) - 7**

540 W. CHEVY CHASE DR. GLENDALE, CA 91204 ANGELES	39530 12TH STREET EAST PALMDALE, CA 93550 ANGELES	14620 JOANBRIDGE BALDWIN PARK, CA 91706 PARK, LOS ANGELES
1404 W HOLT AVENUE BUILDING 80 POMONA, CA 91768 ANGELES	2540 S. MAIN ST. SANTA ANA, CA 92707 ORANGE	5165 CONVOY ST SAN DIEGO, CA 92111 SAN DIEGO
6733 CONSOLIDATED WAY SAN DIEGO, CA 92121 SAN DIEGO		

Only persons listed below may perform the functions of a Deputy Weighmaster for the licensed Weighmaster.

(Division 5, Chapter 7, Section 12703, Business and Professions Code)

For instructions on adding/deleting Deputies to your license, refer to the instruction sheet on our website.  
<http://www.cdfa.ca.gov/dms/programs/wm/wm.html>

**Deputy Weighmaster(s) - 119**

ACOSTA, ASHLEY	AGUILAR, SANDRA	AGUILAR, VICTORINA
AGUIRRE, GERMAN	ALARCON, MARCO ANTONIO	ALCOCER, JOSE
ALVARADO, ANTONIO	APODACA, MANNY	ARANDA, BREANA
ARCOS, ASHLEY	BALTAZAR, CESAR	BLANCO, FRANCISCO
CANCINO, KARLA	CARBAJAL, ERIC	CARBAJAL, STEPHANIE
CARDENAS, FRANCISCO	CARDENAS, MARLENE	CASTENEDA, BLANCA
CASTILLO, CECY J.	CASTILLO, HUGO	CERVANTES, ARTURO
DE LA CRUZ, VERONICA	DOMINGUEZ, KARRI	DURAN, ALBERTO
EASON, JASON	ENRIQUEZ, BERNIE	ESCOBAR, JOSE
ESQUIVEL, GUILLERMO	ESTRADA, RAMIRO JOSE	ESTRADA, RODOLFO
FALCON, DIEGO	GALAVIZ, DAISY	GARCIA, JULIANNA

State of California  
Office of Attorney General  
Department Of Justice  
Secondhand Dealer License



In accordance with the provisions of Section 21641 of the Business and Professions code, license number 37111863 is granted to

**ALLAN COMPANY-MIRAMAR RECYCLING**

to conduct business at:  
5165 CONVOY COURT  
SAN DIEGO, CA 92111

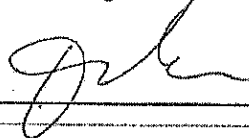
Owner Name(s):  
STEPHEN A. YOUNG  
DON ROGERS

Issue Date: Nov 19, 2024	Original Issue Date: Nov 28, 2006	Expiration Date: Nov 28, 2026
-----------------------------	--------------------------------------	----------------------------------

Licensing Agency:  
San Diego Police Department

Name of Issuing Officer: T. Lull	Title of Issuing Officer: PO II
-------------------------------------	------------------------------------

Signature of Issuing Officer:

 #7303

Failure to renew this license prior to the expiration date specified above will result in the license being revoked. A new license will be required, including an initial application and all associated fees.

This license is not transferable and must be visibly displayed on the business premise.

This license does not affect the power of a city, county, or city and county to charge a fee or tax upon the conduct of business specified above.

This license enables the business shown above to engage in the business of a secondhand dealer at the address shown above in accordance with the provisions of Division 8 of the Financial Code.  
JUS126 (Rev. 07/2014)





Winston H. Hickox  
Agency Secretary  
California Environmental  
Protection Agency

## Department of Toxic Substances Control

Edwin F. Lowry, Director  
400 P Street, 4th Floor, P.O. Box 806  
Sacramento, California 95812-0806



Gray Davis  
Governor

EPA ID Number Issued: June 26, 2000

ATTN EDWARD COOK  
ALLAN COMPANY/MIRAMAR RECYCLING  
5165 CONVOY ST  
SAN DIEGO CA 92111

Location Address:  
5165 CONVOY ST  
SAN DIEGO CA 92111

**PERMANENT RECORD - DO NOT DESTROY  
YOUR CALIFORNIA EPA IDENTIFICATION NUMBER IS:**

# CAL000182998

This is to acknowledge that a permanent California Environmental Protection Agency Identification (EPA ID) Number has been assigned to your place of business.

*An EPA ID Number is assigned to a person or business at a specific site. It is only valid for the location and person or business to which it was assigned. If your business has multiple generation sites, each site must have its own unique number. If you stop handling hazardous waste, move your business, change ownership, change mailing address, or change the type or amount of waste you handle you must notify the Department of Toxic Substances Control immediately. If your business has moved, your EPA ID Number must be canceled. A new number must be obtained for your new location if you continue to generate hazardous waste.*

This EPA ID Number must be used for all manifesting, record keeping, and reporting requirements. Please retain this notice in your files.

Department of Toxic Substances Control  
Office of Environmental Information Management  
Generator Information Services Section  
Telephone: (916) 324-1781 OR California Only Toll-free Number: (800) 618-6942

**Operator's Initials:** NK  
version: 01/00



Winston H. Hickox  
Secretary for  
Environmental  
Protection

# State Water Resources Control Board

## Division of Water Quality

901 P Street • Sacramento, California 95814 • (916) 657-0903  
Mailing Address: P.O. Box 1977 • Sacramento, California • 95812-1977  
FAX (916) 657-1011 • Internet Address: <http://www.swrcb.ca.gov>



Gray Davis  
Governor

September 12, 2000

EDWARD COOK  
MIRAMAR RECYCLING  
5165 CONVOY ST  
SAN DIEGO, CA 92111-1207

### RECEIPT OF YOUR NOTICE OF INTENT

The State Water Resources Control Board (State Water Board) has received and processed a NOTICE OF INTENT TO COMPLY WITH THE TERMS OF THE GENERAL PERMIT TO DISCHARGE STORM WATER ASSOCIATED WITH INDUSTRIAL ACTIVITY for the facility described below. Accordingly, the operator is required to comply with the permit requirements.

The WDID identification number is: 9 37S016076. Please use this number in any future communications regarding this permit.

### FACILITY DESCRIPTION

OPERATOR: ALLAN COMPANY  
FACILITY: MIRAMAR RECYCLING  
COUNTY: SAN DIEGO  
FACILITY LOCATION: 5165 CONVOY ST  
SAN DIEGO, CA 92111-1207

When the operator changes (i. e. the business was bought or transferred), a new Notice of Intent (NOI), site map, and fee must be submitted by the new operator. The previous operator, is required to submit a Notice of Termination (NOT) to the Regional Water Board stating that the facility is not being operated by the previous operator and that he/she no longer needs to be covered by the General Permit. Unless notified, you will continue to be invoiced for the annual fee each July

If you have any questions regarding permit requirements, please contact your Regional Water Board at (619) 467-2952.

Sincerely,

Audrey Shimizu  
Storm Water Unit  
Division of Water Quality

Enclosure



# State Water Resources Control Board



Linda S. Adams

*Secretary for  
Environmental Protection*

## Division of Water Quality

1001 I Street Sacramento, California 95814 (866) 563-3107  
Mailing Address: P.O. Box 1977 Sacramento, California 95812-1977  
FAX (916) 341-5543 Internet Address: <http://www.waterboards.ca.gov>  
Email Address: [stormwater@waterboards.ca.gov](mailto:stormwater@waterboards.ca.gov)

Edmund G. Brown Jr.

*Governor*

**Approved Date:** September 12, 2000

Michael Robinson  
Allan Co  
14618 Arrow Hwy  
Baldwin Park CA 91706

### RECEIPT OF YOUR NOTICE OF INTENT (NOI)

The State Water Resources Control Board (State Water Board) has received and processed your NOI to comply with the terms of the General Permit to Discharger Storm Water Associated with Industrial Activity. Accordingly, you are required to comply with the permit requirements.

The Waste Discharger Identification (WDID) number is: **9 37I016076** . Please use this number in any future communication regarding this permit.

	<b>FACILITY DESCRIPTION</b>
<b>OPERATOR:</b>	Allan Co
<b>FACILITY INFORMATION:</b>	Miramar Recycling 5165 Convoy St San Diego
<b>COUNTY:</b>	San Diego
<b>SIC/NAIC CODES:</b>	5093

**When the operator changes (i.e. the business was bought or transferred), a new NOI, site map, and fee must be submitted by the new operator.** As the previous operator, you are required to submit a Notice of Termination (NOT) to the local Regional Water Board stating you no longer own or operate the facility and coverage under the General Permit is not required. Unless notified, you will continue and are responsible to pay the annual fee invoiced each July.

If you have any questions regarding permit requirements, please contact your Regional Water Board at 858-467-2952 . Please visit the storm water web site at [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/](http://www.waterboards.ca.gov/water_issues/programs/stormwater/) to obtain an NOT and other storm water related information and forms.

Sincerely,

Storm Water Section  
Division of Water Quality

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
Radiologic Health Branch MS 7610  
PO Box 997414  
Sacramento, CA 95899-7414  
(916) 327-5106 www.cdph.ca.gov/rhb



Dear Registrant:

Below is your Certificate of Registration. For questions regarding this registration, please write to the Registration and Certification Support Unit of the Radiologic Health Branch or send an e-mail to [RHBreg@cdph.ca.gov](mailto:RHBreg@cdph.ca.gov).

Registrant's Mailing Address

Location of Radiation Machines

ALLAN COMPANY  
5165 CONVOY ST  
SAN DIEGO CA 92111-1207

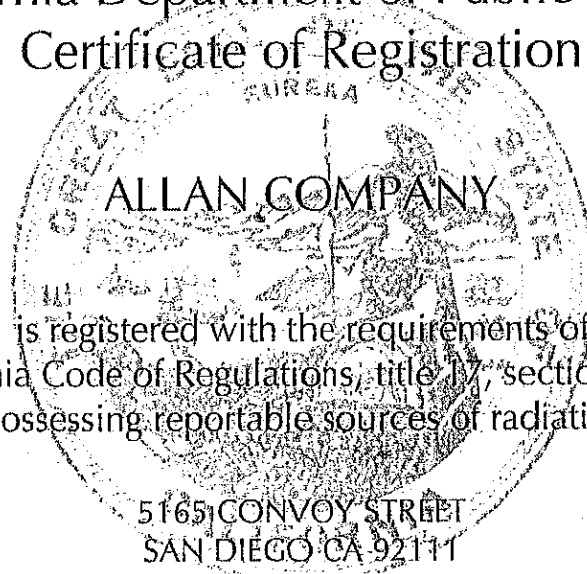
5165 CONVOY STREET  
SAN DIEGO CA 92111

California Code of Regulations, title 17, section 30115, requires notification in writing to Radiologic Health Branch within 30 days, any change in: registrant's name, address, location of installation or receipt, sale, transfer, disposal or discontinuance of use of any reportable source of radiation. Changes shall be reported on the Form RH 2261, Radiation Machine Registration Form, available at [www.cdph.ca.gov/rhb](http://www.cdph.ca.gov/rhb).

Tear Here

Xfacert (11-22)

# California Department of Public Health Certificate of Registration



is registered with the requirements of  
California Code of Regulations, title 17, section 30108  
as possessing reportable sources of radiation at

5165 CONVOY STREET  
SAN DIEGO CA 92111

Registration Number: PAC00066024  
Registration Expires: September 30, 2025

Anthony Chu, Division Chief  
Division of Radiation Safety and Environmental Management  
California Department of Public Health



State of California  
 DOSH, Pressure Vessel Unit  
 1515 Clay Street, Suite 1622A  
 Oakland, CA 94612-1591



DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PRESSURE VESSEL UNIT Phone (510) 622-3052 / Fax (510) 622-3063 Email: capvinsp@dir.ca.gov
OWNER/USER: ALLAN COMPANY 5165 CONVOY ST SAN DIEGO, CA 92111
LOCATION: BALER MACHINE

T2 P001 S000387 \*\*\*\*\*ALTD\*\*\*\*\*MIXED AADC 956

**BILL TO:** ALLAN COMPANY  
 5165 CONVOY ST  
 SAN DIEGO, CA 92111-1207



PV-Permit (04-19)

PV-Permit (04-19)

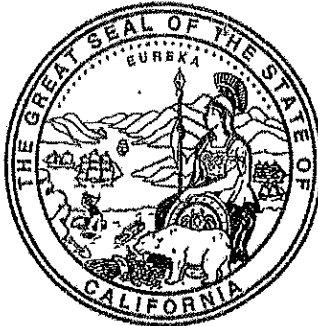
STATE OF CALIFORNIA  
 DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF OCCUPATIONAL SAFETY & HEALTH  
 PRESSURE VESSEL UNIT  
 1515 Clay Street, Suite 1622A  
 Oakland, CA 94612-1591  
 Phone (510) 622-3052 / Fax (510) 622-3063  
 Email: capvinsp@dir.ca.gov

## Permit to Operate Air Pressure Tank

STATE SERIAL NO. A22-012833 N.B.#/SER.# 993563

**BILL TO:**

ALLAN COMPANY  
 5165 CONVOY ST  
 SAN DIEGO, CA 92111-1207



**OWNER/USER:**

ALLAN COMPANY  
 5165 CONVOY ST  
 SAN DIEGO, CA 92111

**LOCATION:** BALER MACHINE

**This Permit to Operate shall be kept conspicuously posted under glass on or near the tank or at a convenient location near the tank and shall be made available to any authorized person(s). Labor Code Section 7680**

**Date of Inspection:** 10/10/2022

**This Permit Expires:** 10/09/2027

This is to certify that the above described tank has been inspected, or caused to be inspected, by the Division of Occupational Safety & Health and may be operated at a pressure not to exceed 200 pounds per square inch.

**Inspected By:** JOE MARA

**Employed By:** State of California

State of California

# California Integrated Waste Management Board

Tire Program Identification Number

## 1106833-01

\*\*\*\*\*AUTO\*\*3-DIGIT 921  
MIRAMAR RECYCLING CTR  
5165 CONVOY ST  
SAN DIEGO, CA 92111-1207



Do not copy or reproduce  
Post this certificate in a conspicuous place



Zero Waste - You Make It Happen!

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Commercial Modular

Decal: CCL2778

Manufacturer ID/Name 1136437 PHOENIX MODULAR INC	Trade Name PHOENIX MODULAR	Model 24' X 40	DOM 05/28/2009	DFS 08/14/2009	RY 2009	Exp. Date Aug 31, 2025
Serial Number PMI2908244001	Label/Insignia Number 158451	Weight 15,840	Length 40'	Width 12'	Issued Aug 14, 2024	

**Addressee**

CEDARWOOD YOUNG COMPANY  
5165 CONVOY ST  
SAN DIEGO, CA 92111



**Registered Owner(s)**

CEDARWOOD YOUNG COMPANY  
DBA ALLAN COMPANY  
5165 CONVOY ST  
SAN DIEGO, CA 92111

**Situs Address**

5165 CONVOY ST  
SAN DIEGO, CA 92111

\*\*\*\*\*

**ATTENTION OWNER:**

**THIS IS THE REGISTRATION CARD FOR THE UNIT DESCRIBED ABOVE. PLEASE KEEP THIS CARD IN A SAFE PLACE WITHIN THE UNIT.**

**INSTRUCTIONS FOR RENEWAL:**

**REGISTRATION FOR THIS UNIT EXPIRES ON THE DATE INDICATED ABOVE IN THE BOX LABELED "Exp. Date". THERE ARE SUBSTANTIAL PENALTIES FOR DELINQUENCY. IF YOU DO NOT RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS PRIOR TO THE EXPIRATION DATE, CONTACT H.C.D. FOR RENEWAL INSTRUCTIONS.**

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**IMPORTANT**

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

# Tab B: Executive Summary and Response to Specifications

# Proposal for Miramar Recycling Center Services City of San Diego Solicitation No. 10090142-25-R



## Executive Summary

Cedarwood-Young Company, a California corporation doing business as Allan Company, has been providing recycling services to California communities and businesses for over 60 years. Locally, we have served the San Diego community since 1976.

We are proud of our partnership with the City of San Diego and its residents as we serve as a processor for the City's curbside recycling program and as the operator of the Miramar Recycling Center. We are confident that our team has the experience, expertise, and resources to meet the City's needs and help it achieve its goals.

As the incumbent operator of the Miramar Recycling Center, Allan Company has found that the community is best served if the following is provided:

**Access** – Based on the location of the recycling center and the needs of the community, the Miramar Recycling Center is open six days per week (Monday through Saturday) from 7:00 AM to 4:30 PM. We are full-service and fully staffed every hour we are open.

**Convenience** – As a full-service recycling center, the Miramar Recycling Center offers a one-stop shop for community recycling needs.

**Technology/Equipment** – Investment in the technology required for payment to California recycling regulations, certified scales and appropriate material moving and processing equipment ensure visitors are confident in the integrity of the recycling center and receive the top dollar for their recyclables.

**Safety** – Traffic control, good housekeeping, robust staffing, maintenance and lighting all help ensure the safety of the recycling center and enhance the community's recycling experience.

Our approach to providing these services to the San Diego community follows.

## Scope of Services

### 1. Miramar Recycling Center Services

Residents of the City of San Diego are accustomed to the convenience and availability of the Miramar Recycling Center and Allan Company is committed to continuing the dependable service the community relies on. We will fully staff the recycling center Monday through Saturday from 7:00 a.m. to 4:30 p.m. except on City recognized holidays.

As a State of California certified recycler and processor at the Miramar Recycling Center, Allan Company provides competitive pricing as markets dictate, and fast and efficient service to recyclers. For instance, parking is designated near the scales and cashiers; wheeled collection containers are provided; staff is available to answer questions and assist visitors; certified scales are used to weigh recyclables and cashiers are available adjacent to the scales to ensure convenient and efficient access to recyclers.

Allan Company currently has a valid General Industrial Stormwater Permit for the Miramar Recycling Center. Our efforts to address stormwater and prevent runoff include the installation of concrete berms to contain stormwater on site and direct the water to the stormwater treatment systems we also installed. We are committed to maintaining this system and meeting stormwater discharge standards at the facility.

#### 1.1 Acceptance of Recyclables

Allan Company has reviewed the list of materials included in the RFP and believes that accepting those materials provides a service to the community. We agree that we will accept the following materials at the Miramar Recycling Center:

- **California Redemption Value (CRV)** – Bottles and Cans recycling is often the biggest priority of residents as this is a return of the deposit they pay when certain beverages are purchased in California.
- **Non-CRV Materials** – Allan Company has extensive experience marketing paper, plastic, metal and glass and accepts and pays for marketable non-CRV materials at the Miramar Recycling Center.

- **E-Waste** – For the convenience of customers, Allan Company is a certified E-Waste collector and accepts E-waste at the Miramar Recycling Center. A minimal fee (\$0.25) is charged for small household electronics. Cathode Ray Tube (CRT) devices that qualify for the Covered Electronic Waste (CEW) Recycling Program will be accepted free of charge.
- **Household Appliances** – State of California regulations are very specific regarding the collection of enamel coated appliances. As a service to the community, Allan Company has become a certified household appliance collector to allow for the acceptance of these items at the recycling center. A fee is charged to handle these items.
- **Tires and Toilets** – Passenger car tires and household toilets are also accepted for a fee.
- **Household Cooking Oil** – Household cooking oil from San Diego residents is accepted at no charge as a service to the community.

Allan Company collaborates with reputable organizations for the handling of difficult-to-recycle materials. Our objective is to manage materials responsibly, without shifting the burden or causing potential hazards and environmental concerns in other communities.

## 1.2 Appliance Recycling

As a certified household appliance collector, Allan Company is well aware of the care to be taken with chlorofluorocarbon (CFC) appliances. We do not remove CFC's or any other hazardous materials/waste from appliances and ensure the downstream processors of the appliances are licensed to appropriately handle such materials. The City of San Diego is aware of our downstream processor and will be presented with the appropriate documentation to approve any change in vendor should that occur.

## 1.3 Fees Charged to Recycling Center Customers

Allan Company is satisfied that the fees listed in the RFP will cover the cost of handling those listed materials that are not readily marketable for recycling.

## **1.4 Acceptability of Recyclables**

We are deeply committed to serving the community responsibly. Steps taken to ensure the acceptability of the recyclables include:

- Radiation detectors at the scales to identify hazards before loads are accepted at the facility. Any load that activates the radiation detector will be rejected and turned away from the recycling center;
- Load checking as materials are dumped to spot and remove non-conforming materials or contaminants;
- Sorting by grade to ensure the marketability of materials after they are received at the recycling center.

## **2. Compensation and Required Reports to the City**

### **2.1 Monthly Rental Payments**

Allan Company agrees to the City's terms regarding the rental of the property and annual rent adjustments. We propose that the monthly rent for the first year of the contract term under consideration be \$20,000.

### **2.2 Revenue Sharing**

In addition to monthly rent, Allan Company will pay the City 1% of the gross scrap revenues from the sales of all recyclables accepted at the Miramar Recycling Center annually. The payments will be made before February 15<sup>th</sup> of the year following the calendar year for which the payment is being made. No payment will be due under this section 2.2 for sale of recyclables accepted at the center during the final 36 months of the Agreement term.

### **2.3 Reporting**

Allan Company will provide the City with monthly reports detailing the amount of materials accepted, the total amount paid to the public for materials and an estimate of the customers served during the month. Should the City require information regarding revenues or expenditures at the Miramar Recycling Center, Allan Company will provide that information within 14 days of such information being requested.

Allan Company acknowledges that this information will not be provided to anyone outside of the City without the City's prior approval. We also reserve the right to designate any reports provided to the City as confidential and will include the legal grounds for that designation at the time the information is provided.

### **3. Staffing**

A Manager or Assistant Manager will be onsite during Miramar Recycling Center operating hours. They will oversee a crew of workers sufficient to meet the needs of the customers at the center. At a minimum, there will always be a customer attendant/scale operator, an equipment operation and a cashier. Generally, the staffing will include several customer attendants, multiple cashier and equipment operators.

All workers will be trained in operating protocols, recycling regulations and safety procedures. Only specifically trained staff will handle CFC appliances or other hazardous materials.

### **4. Center Promotion**

Allan Company is committed to working with the San Diego community to create a better environment for all. To that end, Allan Company participates and will continue to participate with booths promoting the Miramar Recycling Center at I Heart a Clean San Diego Events and in cleaning events throughout the City. We are also an annual sponsor of the San Diego Zero Waste Symposium.

To get the word out on recycling bottles and can and e-waste, Allan Company buys advertisement in local mail inserts. These advertisements usually include coupons to draw users to the recycling center.

Allan Company supports the Miramar Recycling Center with a dedicated San Diego based salesperson. The role of this staff member is to develop the commercial customer base for the recycling center. This customer base includes scrap generators such as distribution centers, machine shops and printers as well as certified local recyclers for which we provide CalRecycle Certified Processor services. This additional material contributes to the success of the recycling center and supports the community by increasing the marketability of the materials and the sales revenue from the center.

### **5. Site Improvements and Maintenance**

Allan Company has made significant improvements on site including adding pavement and bunkers. Our next onsite project will be to improve the customer parking lot with a new asphalt slurry seal.

We have also added berms and a stormwater system treatment equipment. This equipment meets current stormwater requirements and is owned by Allan Company, however, we agree that the systems will become the sole property of the City at the end of the agreement contemplated with this proposal.

Allan Company is also embarking on an update of our scale and finance systems to improve efficiency for customers at the buyback and enhance our reporting to external customers.

Allan Company will continue to provide and maintain all the infrastructure required for the effective operation of the recycling center.

### **5.1 Site Weigh Systems**

Allan Company will maintain the certified scales at the Miramar Recycling Center. This includes a truck scale and multiple redemption scales. We check all scale calibration daily and have them professionally inspected by a third-party provider every two weeks.

### **5.2 Site Storage**

Allan Company's on-site storage requirements are limited to the equipment necessary for the operation of the facility and material storage which will be discussed in the next paragraph. This storage is contained within the Recycling Center grounds and will not go beyond the fenced boundary.

### **5.3 Material Storage**

Received recyclable materials will be temporarily stored on site until they can be processed and sold to end users. Loose materials will be stored in Allan Company green containers or in the onsite, paved bunkers. Baled material will be stacked on the paved ground and stored in a walled off area on site. As needed sweeping will be employed to prevent the spread of materials over the ground and protect the integrity of the center's stormwater program. Allan Company will be responsible for landfill costs. Hazardous material/waste generated from equipment maintenance is stored in accordance with local, state and federal law.

### **5.4 Building Structure**

Allan Company will continue to maintain and license the office trailer on site. A copy of our current trailer license is included with our licenses at the beginning of this proposal.

## **5.5 Posting of Signs**

As is the current case, all required signage including material prices and operating hours will be posted in good condition at the recycling center.

## **6. Hazardous Waste**

As discussed previously in this proposal, Allan Company takes precautions to ensure that hazardous waste is not brought into the facility. However, should hazardous waste be illegally dumped at or near the recycling center, we will follow the protocols set out in the RFP of calling the City's Landfill Hazardous Substance Team or 911 depending on the threat level of the substance.

Allan Company also ensures that an employee at the Recycling Center is Hazwopper trained. We will also maintain a hazardous waste corral to properly contain wastes generated by our maintenance operations until they can be properly disposed of with licensed handlers of the specific wastes.

## **7. Operations**

Allan Company acknowledges the City's lease arrangement with the United States of American through the Department of the Navy and will honor the terms of the City's lease. Additionally, we will ensure the recycling center operations do not interfere with landfill operations.

## **8. Site Maintenance**

Allan Company will continue to take responsibility for the maintenance of the site and its containers. This includes keeping the building in good repair and painted as needed. Any damage to the center will be improved to its original condition, allowing for standard wear and tear, by Allan Company. Repairs will be completed within 14 days of discovery when reasonably practicable. Repairs that can't be completed in 14 days will be commenced and diligently pursued.

Daily, Allan Company staffs the recycling center to ensure there are workers available for necessary general maintenance including sweeping, litter collection and weed abatement.

## **9. Safety Requirement**

Allan Company strives to operate a hazard free recycling center. To that end, we maintain safety and training programs that meet or exceed Cal-OSHA standards.

## **10. Site Inspections**

We acknowledge that the City will inspect the facility.

## **11. Temporary Interruption of Center Operations**

Allan Company acknowledges and agrees with this section of the RFP.

## **12. Financing**

Allan Company understands the costs associated with the operation of the Miramar Recycling Center and has the internal financial availability to provide these services.

## **13. Site Closure**

In the unlikely event that Allan Company discontinued operating the recycling center, we will perform as indicated in the RFP including removing all of our equipment and leaving the site in a clean condition acceptable to the City.

## **14. Performance**

Allan Company will furnish the City with a \$100,000 Performance Bond at the signing of the contract for service.

## **15. Utilities**

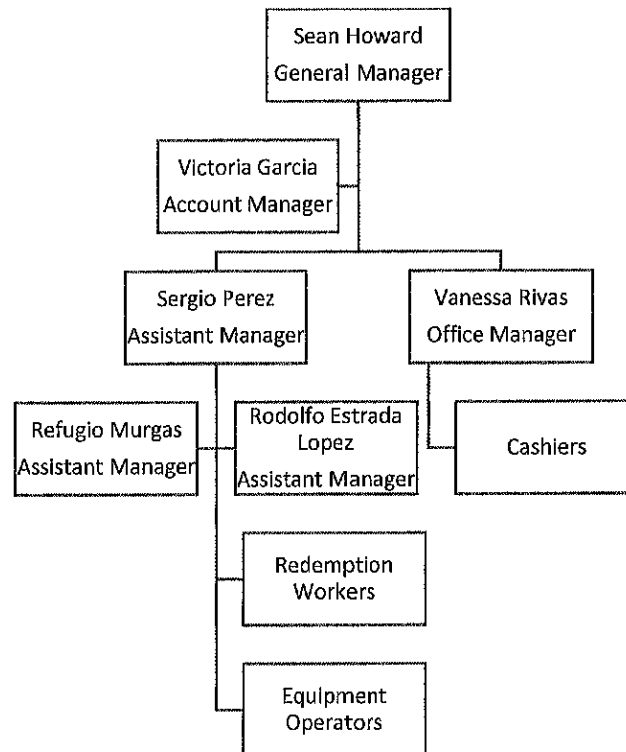
All utilities, as listed in the RFP, will be paid by Allan Company. We will also continue to maintain the septic system and portable toilets on site.

## **16. Additional Insurance Requirements**

Allan Company will maintain the required insurance, or reasonable equivalent subject to the approval of the City, in no less than the limits set in the RFP.

## **Staffing Plan**

Based on our significant experience operating the Miramar Recycling Center, Allan Company submits the following staffing plan. All personnel are within an acceptable commute distance to the recycling center.



During operating hours, the general manager or an assistant manager are on site and the general manager is always available by phone.

### General Worker Qualifications

The Center is staffed daily with an average of five redemption workers who are trained in CRV Regulations and material grading. These workers are available to assist customers with recyclables, operate the redemption scales and provide general housekeeping as needed.

The redemption workers are supported by two cashiers and backed up by the office manager. Cashiers pay out the customers scale tickets in accordance with CRV and ferrous and non-ferrous metal regulations. This includes informing customers of 3-day holds or payment by check requirements as the material being recycled requires.

To facilitate the receiving and processing of materials, multiple equipment operators are on site daily to operate forklifts, front-end loaders, a skid-steer loader and a metal shear. Each operator has been certified to safely operate the equipment.

There is one truck scale operator on site to weigh materials coming in and out of the yard daily.

## Key Personnel

**Richard Hubbard, Vice President, Operations** – Mr. Hubbard is entering his twenty-fifth year with Allan Company and during that time he has worked extensively on improving the production, efficiency and safety of Allan Company's operations. Rich is highly qualified in all areas of operations management and will provide support for facility operations, environmental programs, equipment maintenance and safety programs.

**Sean Howard, General Manager** – Mr. Howard has been with Allan Company for over twenty-three years with twenty-two of those as General Manager for the Miramar Recycling Center. During that time, he has continued to grow the facility in tonnage, customer service, and offer a one-stop recycling experience for the public of the City of San Diego. He is qualified in facility operations, environmental programs, equipment maintenance and safety programs.

**Victoria Garcia, Account Manager** – Ms. Garcia has over a decade of experience helping Allan Company grow recycling participation in the City of San Diego. Her passion for the environment and recycling is apparent in her outreach efforts to businesses and the community. Additionally, Victoria provides valuable support to Allan Company's operations and training and safety programs at the Miramar Recycling Center.

**Assistant Managers** – Allan Company's recycling managers bring decades of the recycling experience to the operation. They have extensive knowledge of the CRV rules and regulations of the CRV program and are Allan Company's first line of defense against fraud of the system. They are active leaders of the daily operations and safety at the plant and assist with customer service as necessary.

## Firms Capabilities

### Company Profile

Allan Company was founded by Stephen A. Young in 1963 and incorporated as Cedarwood-Young Company in 1965. Since then, the company has grown to become one of the largest, privately-owned recycler in the State of California. From its first

facility in Baldwin Park in 1963, Allan Company has grown to operate eight recycling facilities in Southern and Central California. In 2024, Allan Company processed more than 500,000 tons of recyclables generating over \$280,000,000 in sales

Allan Company is one of the earliest and largest certified processors in the State. Our recycling facilities are State of California certified and accept paper, plastic, glass, aluminum cans, metal and e-waste. Our experience and market share have made Allan Company an influencer in the development of new regulations that protect the CRV program from fraud and ensure a balanced playing field for all recyclers and processors.

Allan Company strives to maintain the highest ethical and operational standards and is committed to providing exceptional service with honesty and integrity, each and every day. Accordingly, Allan Company enjoys a great reputation in the industry and has a strong track record with the governmental agencies that regulate us, including CalRecycle, the California Environmental Protection Agency (Cal/EPA), Cal/OSHA, and the State Water Resources Control Board, among others.

### **San Diego Experience**

We are very familiar with the community and believe our San Diego customers appreciate and count on our services. From our original San Diego recycling center located in downtown to our contract with the City to process curbside residential recyclables at our San Diego Materials Recovery Facility to the operation of the Miramar Recycling Center we have served the recycling needs of the City of San Diego for nearly 50 years.

### **Licenses and Permits**

The Miramar Recycling Center is a one-stop shop for the recycling needs of the community as it accepts so many different items that otherwise would head past the recycling center and into the landfill. It is important that the Recycling Center is available to prevent items that should not be sent to the landfill from being dumped there. However, because many of these items require special handling, there are several licenses and permits required to responsibly accept the CRV, metals, appliances, e-waste, tires and cooking oil that the Miramar Recycling Center accepts.

To responsibly meet the needs of the Miramar Recycling Center, Allan Company maintains the following permits and licenses, copies of which are included in Tab A of this proposal.

- City of San Diego Business Tax Certificate
- CalRecycle Certified Recycling Center

- CalRecycle Certified Processor
- County of San Diego Department of Environmental Health and Quality Unified Program Facility Permit
- California Department of Food and Agriculture Weighmaster License
- Department of Justice Secondhand Dealer License
- County of San Diego Department of Agriculture, Weights and Measures
- Department of Toxic Substances Control
- State Water Resources Control Board
- California Department of Public Health Certificate of Registration
- State of California Permit to Operate Air Pressure Tank
- California Integrated Waste Management Board Tire Program
- State of California Department of Housing and Community Development

## References

Allan Company has been providing recycling services to public entities by processing their recyclables and/or operating their recycling centers for the public. For information on our performance for public entities, we provide the following references.

Public Entity	Contact Name, Email & Phone Number	Contract Services
City of Glendale	Etienne Ozorak Eozorak@glendaleca.gov 818-550-3468	Curbside Processing & Recycling Center Operation
City of San Diego	Martha Espinola MPEspinola@sandiego.gov 858-573-1242	Curbside Processing
Cal Tech	Delmy Emerson Delmy.emerson@caltech.edu 626-395-4738	Recyclable Processing and Marketing