

AMENDMENT NO. 1 TO AGREEMENT FOR THE TRANSPORTATION OF BIOSOLIDS AND WASTE

This Amendment No. 1 to Agreement for the Transportation of Biosolids and Waste (“**First Amendment**”) is between County Sanitation District No. 2 of Los Angeles County (the "District"), DIR Registration No. 100010096 and Ecology Auto Parts, Inc. ("**Vendor**"), DIR Registration No. 1000583793. The District and the Vendor are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

On December 11, 2019, the Parties entered into an Agreement for the Transportation of Commodities and Waste (“**Agreement**”) that will expire on December 31, 2024, DIR Project No. 436329.

The Parties now intend to amend the Agreement to add transportation of biosolids and add certain provisions to the Agreement to reflect requirements for transportation of biosolids, add new destination facilities, modify the terms of the fuel adjustment calculation, and to require the payment of prevailing wage. The title of the Agreement will be amended to and referred to as the *Amendment No. 1 to Agreement for the Transportation of Biosolids and Waste.*

All terms, conditions, and requirements of the Agreement remain unchanged unless explicitly identified here. The Agreement will be amended as follows:

1. Unless otherwise provided in this Amendment, the capitalized terms used in this First Amendment have the same meaning assigned to them in the Agreement.
2. This Amendment is effective January 11, 2023 (“**First Amendment Effective Date**”).
3. The Parties therefore amend the following sections in the Agreement as detailed:
 - A. Section 1.34 is amended as follows (~~strikeout~~ indicates deleted language and underlined indicates added language):
 - 1.34 **Work** is the transportation of Biosolids ~~commodities~~ and waste to destination landfills and beneficial reuse facilities
 - B. The following definitions are hereby added to Section 1 of the Agreement:
 - 1.35 **IERCF** means the Inland Empire Regional Compost Facility
 - 1.36 **Biosolids** means solid organic matter recovered from a wastewater treatment process that have undergone anaerobic digestion treatment and are qualified as non-hazardous as defined in Title 22, Division 4.5, Chapter 11, Section 66261.3 of the California Code of Regulations, and meet all 40 CFR Part 503 Rule minimum quality standards for Class B biosolids.
 - 1.37 **Beneficial Reuse Facility** mean a facility that repurposes waste into a reusable product such as a facility that produces compost from biosolids.
 - 1.38 **Belt Trailer** means a bulk commodity hauling trailer that is designed for self-unloading using a conveyor belt at the bottom of the trailer.

- 1.39 **RNG** means renewable natural gas
- 1.40 **Side Dump Trailer** means a bulk commodity hauling trailer that is designed for self-unloading using hydraulic cylinders to unload by tilting to one side.
- 1.41 **TLC** means the Tulare Lake Compost Facility

C. Section 3.2 is amended as follows (underlined indicates added language):

3.2 Scheduling Loads. The District will provide a weekly load schedule and provide at least 24 hours advance notice regarding changes to the weekly load schedule for the number of loads required during the next working day. The Vendor must be present at the time and at the Facilities designated by the District with tractors and trailers sufficient to transport the number of loads of Biosolids, commodities, and waste identified by the District in the schedule. It is the District intent to provide a uniform weekly load schedule for transportation of Biosolids, commodities, and MSW. If the District significantly increases the number of scheduled Biosolids, commodities, or MSW loads, the Vendor will review its available capacity and provide notice to the District within 48 hours, either accepting or declining the increase in number of loads. The Vendor will not be obligated to meet any increase in the number of scheduled Biosolids, commodities, or MSW loads that the Vendor does not accept.

D. Section 4.1 is amended as follows (underlined indicates added language):

4.1 Equipment Requirements. For MSW hauling from District's MRFs to FBL, OAL, Mid Valley Landfill, and El Sobrante Landfill, the Vendor must provide tractor and trailer combinations with live walking floors (self-unloading). The tractors must be powered in accordance with Section 16. The transfer trailers must be designed for top loading of material typically received at the District's MRFs (high impact), have "leak-resistant" live walking floors for redistributing the load and unloading, a vinyl tarp (or equivalent) for covering the load, be approximately 48' in length with a single cross bar in the middle of the trailer, and have a minimum capacity of 134 cubic yards. The walking floors must be leak-resistant to prevent liquids dripping from trailers.

E. The following is added to Section 4.7:

d. **Mid Valley Landfill**

(i) Address

2390 Alder Avenue
Rialto, CA 92377

(ii) Hours of Operation: 07:00 – 17:00 Monday through Saturday

F. Section 5 is deleted in its entirety and replaced as follows:

5. VENDORS SCOPE OF WORK FOR TRANSPORTATION OF BIOSOLIDS

5.1 Equipment Requirements. For Biosolids hauling the Vendor shall provide tractors powered by near-zero emission engines that utilize RNG, or diesel-powered tractors that

that utilize renewable diesel as requested by the District. All tractors must meet regulatory requirements as detailed in Section 16. The fifth wheel on the tractors and king-pin on trailers shall be set to facilitate and maximize the gross allowable weights. The trailers must either belt or side dump type transfer trailers depending upon the request as per the below requirements.

a. Belt Trailers. Shall be designed for top loading of material, have belt driven floors for unloading, a vinyl tarp (or equivalent) for covering the load, the trailers floor and rear discharge door must be sealed making it “leak-proof” to prevent Biosolids and liquids leaking from the trailers.

b. Side Dump Trailers. Shall be designed for top loading of material, have hydraulic cylinders for side unloading, a vinyl tarp (or equivalent) for covering the load, and sealed body making it “leak-proof” to prevent Biosolids and liquids leaking from the trailers.

5.2 Tare Weights. The District will utilize the assigned tare weight by JWPCP as approved tare weight for any cost adjustments. The District may verify those weights from time to time by requiring that the Vendor’s equipment weigh in at the weigh scales before loading. After loading, each tractor and trailer must drive to the onsite scales for weighing at which time the District’s personnel in the scale will provide the Vendor with a gross weight. The Vendor shall enter the weight on the driver’s manifest log.

5.3 Maximum Allow Tare Weights. The maximum allowable tare weight for loads using belt trailers (combined weight of a tractor and empty trailer) is no more than 16.0 tons for CNG-powered tractors and 15.5 tons for diesel-powered tractors.

The maximum allowable tare weight for loads using side dump trailers (combined weight of a tractor and empty trailer) is no more than 17.0 tons for CNG-powered tractors and 16.5 tons for diesel-powered tractors.

5.4 Loading Times. The truck loading stations at JWPCP are open 24 hours per day. Vendor shall work with District to develop a loading schedule to minimize queuing times for other Vendors using the truck loading stations at JWPCP.

5.5 Loading. The District will be solely responsible for loading the Biosolids into the Vendors trailers at the JWPCP truck loading station. The District will provide no labor other than for loading of the Biosolids.

5.6 Covering Loads. The loads must be immediately tarped after existing JWPCP truck loading station.

5.7 Responsibility. Ownership of the Biosolids remain with the District during transportation to the destination facility. Ownership of the Biosolids will pass to the Beneficial Reuse Facility or landfill operator at the time it is offloaded from the trailer at the destination facility. The District will not be held responsible for the unauthorized disposition of any Biosolids in any location or any leaks during transport after the Biosolids are loaded.

The proper documentation required for transportation, vehicles, and drivers from JWPCP is the sole responsibility of the Vendor.

5.8 Destination Locations. The Vendor must deliver the Biosolids loads from JWPCP to the destination facilities set forth below. The Vendor must return all receipts received

from the destination facilities to the District on a weekly basis. All receipts collected in one week must be submitted to the District by Wednesday of the following week.

a. Inland Empire Regional Compost Facility

(i) Address

12645 6th Street
Rancho Cucamonga, CA 91739

(ii) Hours of Operation: 06:00 – 15:30 Monday through Friday

b. Holloway Landfill

(i) Address

13850 Holloway Road
Lost Hills, CA 93249

(ii) Hours of Operation: 07:00 – 16:00 Monday through Sunday

c. Tulare Lake Compost Facility

(i) Address

34318 23rd Ave
Kettleman City, CA 93239

(ii) Hours of Operation: 04:00 – 13:30 Monday through Friday

d. Salton City Landfill

(i) Address

935 W Highway 86
Salton City, CA 92275

(ii) Hours of Operation: 07:00 – 15:00 Monday through Saturday

Approved routes and roads: Biosolids that are loaded for transportation will be immediately removed from JWPCP after loading and tarping of the load. After exiting the JWPCP facility, trucks will proceed directly to the Interstate 110 (Harbor Freeway) using the Sepulveda on-ramp.

The routes taken will be in accordance with all regulations or directives of the US Department of Transportation, the California Highway Patrol, the California Department of Transportation, and any other authorized regulatory agency. The Vendor will submit to the District the planned routes for approval prior to starting Work. Approval will not be unreasonably withheld by District. The Vendor may change routes temporarily in response to weather or road conditions without prior authorization.

5.9 Use of Liquid Polymer. The Vendor can apply liquid polymer to the interior of trailers to facilitate unloading. The use of dry polymer is prohibited. The Vendor will thoroughly

clean any polymer that spills during application to prevent slip hazards. The District will not be held responsible for any accidents and/or injuries caused by the Vendor’s failure to properly handle and clean spilled polymer.”

G. Section 7.2 and 7.6 are amended as follows (~~strikeout~~ indicates deleted language and underlined indicates added language):

7.2 Tare Weights. The District will utilize the assigned tare weight by the El Sobrante Landfill or Mid Valley Landfill operator as the approved tare weight at JWPCP. The District may verify those weights from time to time by requiring that the Vendor's equipment weigh-in at the weigh scales before loading. After loading, each tractor and trailer must drive to the onsite scales for weighing at which time the District's personnel in the scale will provide the Vendor with a gross weight. The Vendor shall enter the weight on the driver's manifest log.

7.6 Delivery Destinations. The District will register each of the Vendors tractors with the inbound scale at the destination landfills and may provide dump cards to enable the Vendor to dump loads on the District's account at the disposal landfill. The Vendor shall provide notice to the District of any changes in equipment. ~~utilize the assigned dump card at the landfill inbound scale and obtain a transaction weigh receipt.~~ The Vendor shall obtain decals assigning tare weights to its equipment to eliminate the requirement of weighing back after each load dumped. The Vendor must obtain a transaction weigh receipt at inbound scale and return all entrance receipts to the District on a weekly basis. Vendor shall submit all entrance receipts collected in one week to the District no later than Wednesday of the following week. All materials shall be delivered to the El Sobrante Landfill or Mid Valley Landfill in accordance with all of the requirements and restrictions in Section 4.7.a and d.

H. Section 9.1 is deleted in its entirety and replaced as follows:

9.1 Fuel Adjustment for CNG Fuel Tractors. To account for fluctuations in the CNG fuel price, Vendor will make fuel cost adjustments on invoices if the cost per gallon of CNG fuel is greater or lower than the reference price per gasoline gallon equivalent (“GGE”). The Alternative Fuel Price Adjustment (“AFPA”) formula will be calculated monthly as follows and rounded to the nearest whole cent:

$$\text{AFPA} = [\text{Fuel Index Price} - \text{Reference Price}] \times \frac{\text{Round Trip Mileage}}{(\text{MPG})}$$

The Fuel Index Price and Reference Price will be expressed in dollars per GGE for CNG. The reference price is \$2.50 per GGE.

The Fuel Index Price for the purpose of this formula will be detailed in the Clean Cities Alternative Fuel Price Report published by the United States Department of Energy, Energy Efficiency and Renewable Energy. The Fuel Index Price will be defined as the “**West Coast Region**” in *Table 5 - CNG and Gasoline Average Retail Prices by Region*.

For the purpose of the AFPA calculations the MPG detailed in Table 1 will be used. Round Trip Mileage is two multiplied by the one-way distance from the District’s Facilities to the Destination Facilities as detailed in Table 1.

No AFPA will apply if the Fuel Index Price is within plus or minus 10 percent of the Reference Price. The AFPA will be calculated monthly and remain fixed each month based on latest publication available on the first calendar day of each month. The AFPA will multiplied by the

number of loads hauled from the District’s Facilities and added to or subtracted from the weekly invoice amount.

The revised AFPA will be applied to all loads transported on or after January 1, 2023.

I. Section 9.2 is amended as follows (~~strikeout~~ indicates deleted language and underlined indicates added language):

9.2 Fuel Adjustment for Diesel Fuel Tractors. To account for fluctuations of retail diesel prices, Vendor will make fuel cost adjustments on invoices if the cost per gallon of diesel fuel is greater or lower than \$4.00 per gallon ("**Reference Price**"). The Fuel Price Adjustment ("**FPA**") formula will be calculated monthly and rounded to the nearest whole cent:

$$\text{FPA} = [\text{Retail Fuel Price} - \$4.00] \times \frac{\text{Round Trip Mileage}}{\text{4.0 MPG}}$$

The "Retail Fuel Price" for the purposes of this formula is the monthly average of all weekly diesel fuel prices (\$/gallon) published by the U.S. Department of Energy, in the Energy Information Administration (EIA) Retail On-Highway Diesel Price Index for California. These values are available at <http://www.eia.gov>.

For the purpose of the FPA calculations the MPG detailed in Table 1 will be used.

No FPA will apply if the Retail Fuel Price is within plus or minus five percent of the Reference Price (\$4.00/gallon). The FPA will be calculated monthly and multiplied by the number of loads hauled from the District's Facilities and added to or subtracted from the invoice amount. For the purpose of the FPA calculations, Round Trip Mileage is two multiplied by the one-way distance from the District's Facilities to the Destination Landfills as detailed in Table 1.

J. The table in Section 9.3 is deleted in its entirety and replaced as follows:

Material Type	Fuel Type	
	CNG	Diesel
Biosolids (Belt Trailer)	16.0	15.5
Biosolids (Side Dump Trailer)	17.0	16.5
Food Waste Slurry	17.0	16.5
MSW	18.0	17.5
Waste Generated at JWPCP	16.0	15.5

K. The following Section 9.4 is added following Section 9.3:

9.4 Use of JWPCP CNG Station. Vendor will make commercially reasonable efforts to commit to utilizing the CNG fuel station on the District’s JWPCP property located at 23924 S. Figueroa St., Carson, CA 90745 to obtain RNG for CNG tractors used to transport Biosolids so long as Vendor’s total fueling time per truck, inclusive of queue time, does not exceed thirty (30) minutes. Clean Energy Fuels is the current operator of the station. Vendor will provide monthly transaction summaries to the District for all fuel purchased from the JWPCP CNG Station. Use of other CNG stations by Vendor shall be permitted for unscheduled events such as repairs or routine maintenance required at out of route locations, substitutions of tractors/trailers, or the JWPCP CNG Station being out-of-service or delayed. If the JWPCP CNG Station is out-of-service, Vendor can utilize other CNG stations during the period of time the

station is out-of-service. If Vendor cannot verify commercially reasonable efforts for use of the JWPCP CNG Station or an exception hereunder, Vendor will provide an invoice credit in the amount of \$150 per load.

L. Section 14 is amended by adding the following language to the end of that section:

“The insurance coverage for hauling Biosolids requires the following additional minimum limits:

Automobile Liability (including MCS90):	
Bodily Injury	\$ 5,000,000 each person \$ 5,000,000 each occurrence \$ 5,000,000 aggregate products and completed operations
Property Damage	\$ 5,000,000 each occurrence \$ 5,000,000 aggregate
General Liability:	
Bodily Injury	\$ 5,000,000 each person \$ 5,000,000 each occurrence \$ 5,000,000 aggregate products and completed operations
Property Damage	\$ 5,000,000 each occurrence \$ 5,000,000 aggregate”

M. Section 16 is amended by adding the following language to the end of that section:

“The Vendor will conduct all Biosolids transportation activities in accordance with the California Water Environment Association Manual of Good Practice. The Vendor will not allow the vehicles used to haul Biosolids material to be used to haul animal feed or food, except if authorized to do so by the Regional Water Board after consultation with the District, the EPA, and the California Department of Food and Agriculture.”

4. The Parties therefore amend the following sections in the Agreement as detailed:

21. PREVAILING WAGE. Notwithstanding any provision of this Agreement, the obligations imposed on Vendor as set forth in Section 21 shall apply only to work performed on or after the First Amendment Effective Date.

21.1 Wage Rates, Travel, and Subsistence.

a. Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 et seq.), the Vendor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to provide the work contemplated under this First Amendment from the Director of the DIR. The Vendor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work that the Vendor intends to use to execute the work to the District for review. A copy of these rates are listed in Attachment 1 of this First Amendment, on file with the District, and copies will be made available to any interested party on request. Vendor shall also post a copy of such wage rates at Site and Plant ("**Facilities**").

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by

the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

b. Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this First Amendment, or authorized by law for all work performed on or after the First Amendment Effective Date.

c. Wage Rates Not Affected By Other Contracts. Vendor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged to exist between Vendor and employee.

d. Travel and Subsistence. Vendor shall pay and shall cause to be paid to each employee performing work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 *et seq.*, including but not limited to Labor Code § 1773.1.

e. Change In Prevailing Wage. Contractor shall comply with the prevailing wage determinations in effect as of the Second Amendment Effective Date, and shall comply with any predetermined increases required under the determinations.

f. Minimum Wage Rates. Any worker employed to perform work, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work to be performed by them.

g. Per Diem Wages. Vendor shall pay and shall cause to be paid to each employee performing work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

h. Posting of Wage Rates. Vendor shall post the required notice/poster required under the California Code of Regulations and Labor Code § 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Facilities. The required notice/poster is available on the Labor Commissioner's website.

i. Forfeiture and Payments. Pursuant to Labor Code § 1775, Vendor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Vendor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Vendor in meeting his or her prevailing rate of per diem wage obligations, or Vendor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Vendor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Vendor.

j. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Vendor shall be required to furnish, at least once every thirty days while work is being performed on the Project, certified payroll records directly to the Labor Commissioner in accordance with Labor Code § 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Vendor must sign up for, and utilize, the Labor Commissioner's electronic Certified Payroll Records (CPR) submission system. The District will have direct and immediate access to all CPRs for work performed under this First Amendment that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code § 226, and conducting random in-person inspections of the Facilities ("**On-Site Visits**"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Facilities, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Vendor. Vendor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

21.2 Records of Wages Paid: Certified Payroll Submissions and Inspection.

The obligations set forth below apply only for work performed on or after the First Amendment Effective Date.

a. Payroll Records.

- i. Pursuant to § 1776 of the Labor Code, Vendor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- ii. All payroll records as specified in Labor Code § 1776 of Vendor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the District in hard copy (not electronic) with each application for payment or

invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Vendor on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the DLSE or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the DLSE. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Vendor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Vendor.
- iii. The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE.
 - iv. Vendor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
 - v. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the DLSE shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Vendor awarded the work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
 - vi. The Vendor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location and address within five (5) days of same.
 - vii. Vendor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Vendor fails to comply within the 10-day period, the Vendor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker,

until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the DLSE, these penalties shall be withheld from payments then due to Vendor.

viii. Responsibility for compliance with this Article shall rest upon Vendor.

b. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to Vendor if:

- i. The required prevailing rate of per diem wages determined by the DIR is not paid to all employees performing work;
- ii. Vendor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- iii. Vendor submits incomplete or inadequate payroll records;
- iv. Vendor fails to comply with the Labor Code requirements concerning apprentices; or
- v. Vendor fails to comply with any applicable state laws governing workers on public works projects.

21.3 Apprentices.

a. Apprentice Wages and Definitions. All apprentices employed by Vendor to perform work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with section 3070) of Division 3, are eligible to be employed under this First Amendment. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

b. Apprentice Labor Pool. When Vendor employs workers in any apprenticeable craft or trade, Vendor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the work, for a certificate approving the Vendor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Vendor, shall arrange for the dispatch of apprentices to Vendor in order to comply with this section. Vendor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the First Amendment, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Facility of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Vendor shall not be required to submit individual applications for approval to local joint apprenticeship committees

provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Facility, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

c. Journeyman/Apprentice Ratio; Computation of Hours. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. Vendor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

d. Journeyman/Apprentice Ratio. Vendor, if covered by this section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Vendor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting Vendor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts, when the contracts of general Vendors or those specialty Vendors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

e. Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Vendor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- i. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- iv. Assignment of an apprentice to any work performed under this First Amendment would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the

apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

f. Ratio Exemption. When exemptions are granted to an organization which represents Vendors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Vendors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards. 12.3.7. Apprentice Fund. If Vendor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Facility, to which fund or funds other Vendors in the area of the site of the Facility are contributing, Vendor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Facility in the same amount or upon the same basis and in the same manner as the other Vendors do, but if the trust fund administrators are unable to accept the funds, Vendor shall pay a like amount to the California Apprenticeship Council. Vendor may add the amount of the contributions in computing its bid for the contract. The DLSE is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

g. Vendor Compliance. The responsibility of compliance with paragraph 12.3 and § 1777.5 of the Labor Code for all apprenticeable occupations is with Vendor.

h. Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under this paragraph 12.3 and Labor Code § 1111.5 are subject to Labor Code § 3081.

i. No Bias. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code § 3077.

j. Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event Vendor willfully fails to comply with the provisions of this paragraph 11.3 and Labor Code § 1777.5:

1. The DIR shall deny to Vendor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
2. If Vendor violates §1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding § 1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.
3. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Vendor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

4. Any funds withheld by District pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
5. The interpretation and enforcement of § 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

21.4 DIR Registration.

- a. Registration by Vendor and All Sub Vendors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of Vendor under the First Amendment. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Vendor. The failure of Vendor to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause. An affirmative and ongoing obligation of Vendor under the First Amendment is the verification that all subVendors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Vendor shall not permit or allow any subVendor of any tier to perform any work without Vendor's verification that all subVendors are in full and strict compliance with the DIR registration requirements. Any subVendors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code § 1771.1.
5. **TABLE 1.** Is deleted in its entirety and replaced with Table 1 attached to this First Amendment, which includes the annual rate adjustment effective January 1, 2023, as per Section 11 of the Agreement.

The Parties are signing this First Amendment as of the Execution Date.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By _____
Chairperson, Board of Directors

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel

Ecology Auto Parts, Inc.

By _____

Name _____

Title _____

TABLE 1**Fuel Type: CNG**

<u>Origination</u>	<u>Material Type</u>	<u>Destination</u>	<u>MPG</u>	<u>Gross Per Load Charge</u>	<u>Round Trip Miles Per Load</u>	<u>Fuel Cost Component of the price per load</u>	<u>Non-Fuel Cost Component of the price per load</u>
JWPCP	Waste	El Sobrante Landfill	4.0	\$547.37	120	\$75.00	\$472.37
JWPCP	Waste	Mid Valley Landfill	4.0	\$595.53	138	\$86.25	\$509.28
PHMRF	MSW	Frank R. Bowerman Landfill	4.0	\$470.09	84	\$52.50	\$417.59
PHMRF	MSW	Olinda Alpha Landfill	4.0	\$336.60	46	\$28.75	\$307.85
PHMRF	MSW	El Sobrante	4.0	\$499.63	92	\$57.50	\$442.13
PHMRF	MSW	Mid-Valley Landfill	4.0	\$475.99	84	\$52.50	\$423.49
PHMRF	Food Waste	JWPCP	4.0	\$472.79	57	\$35.63	\$437.16
SGTS	MSW	Frank R. Bowerman Landfill	4.0	\$468.84	82	\$51.25	\$417.59
SGTS	MSW	Olinda Alpha Landfill	4.0	\$373.25	64	\$40.00	\$333.25
JWPCP	Biosolids	Holloway Landfill	5.0	\$1,030.15	336	\$168.00	\$862.15
JWPCP	Biosolids	Tulare Lake Compost	5.0	\$1,095.08	382	\$191.00	\$904.08

Fuel Type: Diesel (Per Load Rates)

<u>Origination</u>	<u>Material Type</u>	<u>Destination</u>	<u>MPG</u>	<u>Gross Per Load Charge</u>	<u>Round Trip Miles Per Load</u>	<u>Fuel Cost Component of the price per load</u>	<u>Non-Fuel Cost Component of the price per load</u>
JWPCP	Waste	El Sobrante Landfill	4.0	\$435.82	120	\$120.00	\$315.82
JWPCP	Waste	Mid Valley Landfill	5.0	\$539.97	138	\$110.40	\$429.57
PHMRF	MSW	Frank R. Bowerman Landfill	4.0	\$374.69	84	\$84.00	\$290.69
PHMRF	MSW	Olinda Alpha Landfill	4.0	\$293.02	46	\$46.00	\$247.02
PHMRF	MSW	El Sobrante	4.0	\$415.92	92	\$92.00	\$323.92
PHMRF	MSW	Mid-Valley Landfill	4.0	\$407.58	84	\$84.00	\$323.58
PHMRF	Food Waste	JWPCP	4.0	\$386.18	57	\$57.00	\$329.18
SGTS	MSW	Frank R. Bowerman Landfill	4.0	\$374.98	82	\$82.00	\$292.98
SGTS	MSW	Olinda Alpha Landfill	4.0	\$328.45	64	\$64.00	\$264.45
JWPCP	Biosolids	Holloway Landfill	5.5	\$1,024.42	336	\$244.36	\$780.06
JWPCP	Biosolids	Tulare Lake Compost	5.5	\$1,088.56	382	\$277.82	\$810.74

Fuel Type: Diesel (Per Ton Rates)

<u>Origination</u>	<u>Material Type</u>	<u>Destination</u>	<u>MPG</u>	<u>Gross Per Ton Charge</u>	<u>Round Trip Miles Per Load</u>	<u>Fuel Cost Component of the price per ton</u>	<u>Non-Fuel Cost Component of the price per ton</u>
JWPCP	Biosolids	Salton City Landfill	5.5	\$45.99	365	\$10.83	\$35.16
JWPCP	Biosolids	IERCF	5.0	\$21.20	122	\$3.98	\$17.22

ATTACHMENT 1

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.