Agenda Report

Date: December 8, 2015

To: Jeffrey W. Collier, City Manager

From: Christopher L. Magdosku, Acting Director of Public Works

Subject: Solid Waste Collection Franchise

RECOMMENDATION

It is recommended the City Council:

1. Adopt a resolution declaring its intent to grant to Arakelian Enterprises, Inc. (dba Athens Services) a franchise to provide solid waste and recycling services in the City of Whittier;
2. Introduce and conduct the first reading of the proposed franchise ordinance; and
3. Set a public hearing at the regular City Council meeting to be held on January 12, 2016, in the City Council Chamber at City Hall at 6:30 p.m. or as soon thereafter as the matter can be heard.

BACKGROUND

Current solid waste franchise agreements with Consolidated Disposal Services and Waste Management Inc. expire on June 30, 2016 and no additional term extensions are provided for under the agreements. The California Public Resources Code (PRC) Sections 40000 et seq. gives cities broad authority over solid waste matters, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services. In addition, a local agency can provide solid waste services by means of non-exclusive franchise, exclusive franchise, contract, license, permit or otherwise.

The Whittier City Charter Article XIV authorizes the City to grant a franchise for solid waste collection services not exceeding 25 years after first adopting a resolution of intention setting a public hearing, publishing the resolution of intention, and then granting the franchise by ordinance. The Whittier Municipal Code (Section 8.12.100.C) authorizes the City Council to enter into contracts, with or without competitive bidding, for solid waste collection services.

Several months ago, the City received an unsolicited proposal from Athens Services for an exclusive franchise agreement. However, the City Manager determined to recommend the City pursue a price competitive procurement process. Other providers of solid waste management services had also expressed interest in bidding on the City's solid waste collection service. Sloan-Vazquez, a consulting firm specializing in solid waste collection, was retained by the City Attorney's office.

Agenda Item: _____

At the May 12, 2015 meeting, the City Council received and filed an agenda report detailing the solid waste collection procurement process and approved issuing a Request for Proposals (RFP) to enter into an exclusive solid waste franchise agreement. Prior to receiving the RFP each bidder was required to sign and submit a Proposer's Code of Conduct prohibiting ex parte communication with Council Members related to the RFP process, giving gifts or compensation of any kind to Council or City staff, and collusive activities. On June 3, 2015 RFPs were issued to five qualified collectors (both publicly traded and privately held) of sufficient size and financial strength with good track records in the region that could meet the City's long term needs. Those collectors were Republic, Waste Management, Burrtec/EDCO, CR&R and Athens Services. All but one of the collectors submitted responsive proposals by the deadline of July 28, 2015. Waste Management did not submit a proposal.

On October 13, 2015 the City Council considered the four proposals at length but did not come to a consensus to select a firm for negotiations. The regular meeting of October 13, 2015 was adjourned to October 20, 2015 to complete deliberations and render a decision. At the October 20, 2015 meeting, the City Council selected Arakelian Enterprises, Inc. (dba Athens Services) and directed the City Manager to negotiate the final terms of the final franchise agreement.

DISCUSSION

According to Whittier City Charter Article XIV, before granting any franchise, the City Council must pass a resolution declaring its intention (Attachment A). The resolution must set the date for the public hearing and must be published in the newspaper at least ten days prior to the hearing date. After the public hearing the City Council may grant the franchise by ordinance.

The City Manager has negotiated with Arakelian Enterprises, Inc. (dba Athens Services) and the final franchise agreement is included as part of the ordinance (Attachment B). The franchise agreement is for a period of ten years commencing on the commencement date of July 1, 2016 and there is one option to extend for an additional six years at the sole discretion of the City.

FISCAL IMPACT

There are sufficient funds in account number 430-30-352-851-560070-Solid Waste Collection-Publications to fund the approximate cost of $250 to publish the Resolution of Intention in the Whittier Daily News.

Submitted by:

Christopher L. Magdosku
Acting Director of Public Works

Prepared by:

Vicki L. Smith
Public Works Manager

Attachments: A – Resolution of Intention
B – Franchise Ordinance

ATTACHMENT A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DECLARING ITS INTENT TO CONSIDER THE GRANTING OF A FRANCHISE TO ARAKELIAN ENTERPRISES, INC. (dba ATHENS SERVICES) TO PROVIDE SOLID WASTE AND RECYCLING IN THE CITY OF WHITTIER

WHEREAS, the Whittier City Charter Article XIV authorizes the City to grant a franchise for solid waste collection and recycling services not exceeding 25 years after first adopting a resolution of intention setting a public hearing, publishing the resolution of intention, and then granting the franchise by ordinance;

WHEREAS, the City issued a Request for Proposals to enter into an exclusive solid waste and recycling service franchise agreement to five qualified collectors;

WHEREAS, four of the five qualified collectors submitted proposals;

WHEREAS, consulting firm, Sloan-Vazquez, evaluated and scored the proposals;

WHEREAS, Arakelian Enterprises Inc., (dba Athens Services) scored highest according to the City's goals and objectives listed in the Request for Proposals; and

WHEREAS, the City Council of the City of Whittier shall set a public hearing for January 12, 2016, to receive public comment or objection regarding the proposed granting of the Franchise, and to adopt a Franchise Ordinance granting such franchise to Athens Services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. A public hearing will be held on January 12, 2016, at 6:30 p.m., or as soon thereafter as the matter can be heard, at the City of Whittier, City Council Chambers, 13230 Penn Street, Whittier, California, for the purpose of receiving public comment or objection regarding the granting of the Franchise to Athens Services to provide city-wide solid waste collection and recycling services. Copies of the proposed Ordinance Granting a Franchise, which are on file with the Office of the City Clerk-Treasurer, in Whittier City Hall, are available for public inspection. Any protests to the proposed granting of the described Franchise to Athens shall be submitted to the City Clerk-Treasurer in writing, signed by the submitter, prior to the date and time set above for the public hearing, or shall be presented orally at such public hearing.

SECTION 2. The Franchise to Athens is proposed to be granted upon the following general terms and conditions:

A. The term of the Franchise shall be 10 years, with an option for an additional 6 years, at the sole discretion of the City, as permitted by the City's Charter.

B. The rate to be paid to the City shall be 10% of actual gross receipts remitted by residential customers and 13% remitted by commercial customers. If the Franchise fee amount is not paid as required, the Franchise will be forfeited.

C. The Franchise will cover all three sanitary zones established by Resolution No. 6291 for the purpose of regulating, collecting and disposing of trash and refuse.

D. Other terms relating to the conduct of the Franchisee's operations; insurance and indemnity requirements; equipment, personnel, disposal, processing, diversion requirements, fees and cost recovery charges paid to the City; and other procedural or contractual requirements as detailed in the Franchise Agreement.

SECTION 3. After the aforementioned public hearing is held and public comment has been received, the City Council may proceed to pass upon any protests and its decision thereon shall be final and conclusive. Thereafter, the City Council may adopt the proposed Franchise Ordinance, granting the above Franchise to Athens Services. If any changes should be made to the terms and conditions upon which the Franchise is proposed to be granted, a new resolution of intention shall be adopted and public hearing thereon held.

SECTION 4. The City Clerk-Treasurer shall publish Resolution No. ____ within fifteen (15) days of its adoption as due notice of the Public Hearing. Such publication shall occur at least ten days prior to the date set forth above for the public hearing on the proposed Franchise.

SECTION 6. The City Clerk-Treasurer shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED this _____ day of _____ 2015.

_____
FERNANDO DUTRA, Mayor

ATTEST:

_____
KATHRYN A. MARSHALL
City Clerk-Treasurer

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, GRANTING TO ARAKELIAN ENTERPRISES, INC. (dba ATHENS SERVICES) AN EXCLUSIVE FRANCHISE TO PROVIDE SOLID WASTE COLLECTION AND RECYCLING IN THE CITY OF WHITTIER

WHEREAS, pursuant to Resolution No. _____ adopted on December 8, 2015, the City Council declared its intention to grant a franchise to Arakelian Enterprises, Inc.(dba Athens Services) (hereinafter "Franchisee") under and pursuant to Article XIV of the Whittier Charter, relating to the granting of franchises, for the purpose of providing solid waste collection and recycling services in the City of Whittier;

WHEREAS, it is specifically the intent of the City Council not to supersede its authority as a Charter City, in granting the within franchise, to deviate from the Franchise Act of 1937, but to utilize the provisions of such Act as specifically referenced herein or only to the extent not in conflict with the City's own Charter, code or other provisions relating to franchises;

WHEREAS, the City issued a Request for Proposals on June 3, 2015 to enter into an exclusive solid waste and recycling service franchise agreement to five qualified collectors and four of the five qualified collectors submitted proposals;

WHEREAS, consulting firm, Sloan-Vazquez, evaluated and scored the proposals and Arakelian Enterprises, Inc. (dba Athens Services) scored highest according to the City's goals and objectives listed in the Request for Proposals;

WHEREAS, at the October 20, 2015 meeting, City Council selected Arakelian Enterprises, Inc. (dba Athens Services) and directed the City Manager to negotiate the final terms of the final franchise agreement;

WHEREAS, at its December 8, 2015 Council meeting, the City Council reviewed the Franchise agreement with Arakelian Enterprises, Inc. (dba Athens Services), introduced the herein ordinance to award the franchise and passed a resolution of intent;

WHEREAS, pursuant to Resolution No. _____ a public hearing was duly noticed and held on January 12, 2016 at 6:30 p.m. to consider objections to said franchise;

WHEREAS, this City Council conducted and concluded a duly noticed public hearing on its intention to grant said franchise and it is now the desire of this City Council to grant said franchise, in accordance with the terms and conditions specified in this Ordinance; and

WHEREAS, all legal prerequisites to the enactment of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility the granting of the franchise contemplated herein will have a significant effect on the environment. Accordingly, pursuant to the provisions of § 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations, the adoption of this Ordinance is not subject to the requirements of the California Environmental Quality Act of 1970, as amended.

SECTION 3. The City Council hereby awards a ten (10) year solid waste collection and recycling franchise agreement to Arakelian Enterprises, Inc. (dba Athens Services) for the City of Whittier, pursuant to the terms, conditions, restrictions and service area defined in the Exclusive Franchise Agreement for the Provision of Solid Waste Services ("Agreement") between Arakelian Enterprises, Inc. and the City of Whittier, attached hereto as Exhibit 1.

SECTION 4. The franchise granted hereunder shall not become effective until the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Whittier hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign and the City Clerk-Treasurer shall attest to the passage of this Ordinance. The City Clerk-Treasurer shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

ADOPTED AND APPROVED this_____day of _____ 2016.

FERNANDO DUTRA, Mayor

ATTEST:

KATHRYN A. MARSHALL
City Clerk-Treasurer

Attachment: Exhibit 1 - Exclusive Franchise Agreement for the Provision of Solid Waste Services

AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF SOLID WASTE SERVICES

Executed Between the City of Whittier
and
Arakelian Enterprises, Incorporated
(DBA Athens Services or "Athens")

This _____ day of December, 2015

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CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2015, by and between the **City of Whittier**, charter city & municipal corporation (hereinafter referred to as "City"), and Arakelian Enterprises, Incorporated (DBA Athens Services or "Athens")., a California corporation, (herein "Contractor"). Now, therefore, in consideration of the mutual covenants, Agreements and consideration contained herein, the City and Contractor hereby agree as hereinafter set forth:

ARTICLE 1. DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The meaning of terms or words not defined herein shall be as commonly understood in the solid waste Collection Services industry when the common understanding is uncertain. Wherever any term used in this Agreement has been defined by the Municipal Code by the City of Whittier ("Municipal Code") or Division 30, part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

1.01 AB 341

"AB 341" means Assembly Bill 341 from the 2011-1012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

1.02 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

1.03 AB 1826

"AB 1826" means Assembly Bill 1826 from the 2013-1014 Regular Session of the California Legislature (Chapter 12.9, Commencing with Section 42469.8), Statutes 2014).

1.04 AFFILIATE

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply.

1.05 AGREEMENT

"Agreement" means this Solid Waste Services Agreement and all amendments hereto.

1.06 AGREEMENT YEAR

"Agreement Year" means each twelve (12) month period from July 1 to June 30, beginning July 1, 2016.

1.07 ANNUAL DIVERSION REPORT

"Annual Diversion Report" means the annual report submitted by the Contractor to the City describing the previous year's diversion activities, diversion percentages and associated calculations and the description of the diversion activity planned for the upcoming year, if applicable. The Annual Diversion Report shall be prepared in a manner that directly corresponds to the reporting requirements of the California Department of Resources Recycling and Recovery (CalRecycle) and the California Integrated Waste Management Act, as amended.

1.08 BILLINGS

"Billings" or "Billing" or "Bill" means the statement(s) of charges provided to Customers for services rendered by Contractor.

1.09 BIN

"Bin" means a detachable metal or plastic container with a capacity of less than ten (10) cubic yards, equipped with a lid, and designed for mechanical pick-up by collection vehicles.

1.10 BIN SERVICE

"Bin Service" means Solid Waste Services in which a Bin is used for the Collection of Solid Waste.

1.11 BIOHAZARDOUS OR BIOMEDICAL WASTE

"Biohazardous or Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.12 BULKY WASTE

"Bulky Waste" means an item too large to fit in the container on the premises, including but not limited to household appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items commonly known as "white goods"); furniture (including chairs, sofas, mattresses, and rugs); Electronic Waste (including discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer

keyboards, computer mice, and computer printers), and other similar items commonly known as "brown goods" and "e-waste"); residential wastes (green waste larger than four (4) inches in diameter or four (4) feet in length, such as tree stumps, trunks or branches not exceeding one cubic yard per Collection); clothing; and tires. Bulky Waste does not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Waste, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties. Bulky Waste does not include items herein defined as Exempt Waste. Bulky Waste must have been generated on the Customer's Premises in order to qualify for removal.

1.13 CALRECYCLE

CalRecycle is the California Department of Resources Recycling and Recovery.

1.14 CART

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

1.15 CITY

"City" means the City of Whittier, California, within its jurisdictional boundaries.

1.16 CITY COUNCIL

"City Council" means the City Council of the City of Whittier, California.

1.17 CITY FACILITIES

"City Facilities" means those City properties listed in Exhibit 4 which is attached to and included in this Agreement, as such Exhibit 4 now exists or may subsequently be amended by City.

1.18 CITY MANAGER

"City Manager" means the City Manager of the City of Whittier or the City Manager's designee.

1.19 COLLECTION

"Collection" means the process whereby Solid Waste is removed and transported from within the City.

1.20 CONTRACTOR

"Contractor" means the "Solid Waste Contractor" as defined in the City of Whittier Municipal Code and is the entity entering into this Agreement with the City, as identified in the introductory paragraph of this Agreement.

1.21 COMMERCIAL PREMISES

"Commercial Premises" means all premises in the City, other than Residential Premises, where Solid Waste is generated or accumulated. The term "Commercial Premises" includes, but is not limited to, Multi-Family Premises, stores; offices; industrial plants; private schools; school district offices, special districts and water districts (to the extent permitted by law); restaurants; rooming houses; hotels; motels; manufacturing, processing, or assembly shops or plants; hospitals, clinics, convalescent centers and nursing homes (non-medical waste only).

1.22 COMMERCIAL SERVICE

"Commercial Service" means Solid Waste Services performed at or for Commercial Premises.

1.23 COMPACTOR

"Compactor" refers to any mechanical apparatus that serves to compact the content of a refuse or recycling collection bin, regardless of size, whether stationary or mobile.

1.24 CONSTRUCTION AND DEMOLITION DEBRIS

"Construction and Demolition Debris" means solid waste material resulting from building, construction, alteration, repair or demolition, including brick, stone, cement, lumber, plaster, and drywall; packaging; rubble resulting from construction, remodeling, repair and demolition operations on pavements, residential and commercial buildings and other structures.

1.25 CONTAINER

"Container" means commercial size Bins, Roll-Off Box or residential size Carts approved and provided by the Contractor for accumulation and Collection of Solid Waste, Recyclable Materials and Green Waste, or other source-separated material, from any Premises within the City.

1.26 CONTRACT MANAGER

"Contract Manager" means the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

1.27 COUNTY

"County" means Los Angeles County, California.

1.28 CPI

"CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles – Riverside – Orange County, all items index.

1.29 CUSTOMER

"Customer" means a Person receiving Solid Waste Services from Contractor pursuant to the terms of this Agreement.

1.30 DISALLOWED COSTS

"Disallowed Cost(s)" means any expenditure incurred by Contractor in connection with or arising from Contractor's provision of Collection Services under, and in compliance with, this Agreement that shall not be recoverable from the revenues generated from the charges for providing Collection Services but shall be the sole responsibility of Contractor and may be funded from other sources such as owners' equity, retained earnings, sale of recyclable materials, and interest on investments, etc.

Disallowed Costs shall not be passed through to the Customers and shall not be used to calculate the cost of providing service for rate setting under Article XIII C and D of the California Constitution (Proposition 218).

1.31 DISPOSAL

"Disposal" means the ultimate disposition of Solid Waste Collected by Contractor at a landfill or otherwise in full regulatory compliance.

1.32 DISPOSAL SITE(S)

"Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate Disposal of Solid Waste collected by Contractor.

1.33 ELECTRONIC WASTE OR E-WASTE

"Electronic Waste" means "Covered Electronic Wastes" as defined in the Act (Section 42463 of Public Resources Code) including discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer

printers), and other similar items commonly known as "brown goods" and "e-waste".

1.34 EXEMPT WASTE

"Exempt Waste" means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, Stable Matter, Green Waste or lumber that is more than four (4) feet in length in its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission.

1.35 FORCE MAJEURE

Contractor shall not be in default under this Agreement in the event that its ability to provide Collection Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

1.36 FRANCHISE

"Franchise" means the exclusive right and privilege granted by this Agreement.

1.37 FRANCHISE FEE

"Franchise Fee" means the fee imposed by the City on the Contractor solely because of its status as party to this Agreement.

1.38 GREEN WASTE OR YARD WASTE

"Green Waste" or "Yard Waste" means leaves, grass clippings, brush, branches and other forms of organic waste generated from landscape and garden maintenance. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Holiday trees, and other forms of organic waste that is generated at the Premises wherein the Green Waste is collected. Green Waste excludes yucca and palm fronds, which should be collected as Solid Waste. Green Waste does not include items herein defined as Exempt Waste or materials not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products.

1.39 GROSS RECEIPTS

"Gross Receipts" means the actual monies remitted to Contractor by Customers, which shall be determined in accordance with Generally Accepted Accounting Principles.

1.40 HAZARDOUS WASTE

"Hazardous Waste" means any waste material or mixture defined as a "hazardous waste pursuant to California law under Public Resources Code § 40141 or under federal law under 42 U.S.C. § 6903 (RCRA), or defined as a "hazardous substance" under 42 U.S.C. §§ 9601 (CERCLA), or as a "hazardous material" under California Health & Safety Code Section 25260, as such statutes may be amended from time to time.

1.41 HOUSEHOLD BATTERIES

"Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

1.42 HOUSEHOLD HAZARDOUS WASTE (HHW)

"Household Hazardous Waste" means hazardous waste generated at a residential property.

1.43 MATERIALS RECOVERY FACILITY ("MRF")

"Materials Recycling Facility" or "MRF" means a fully permitted facility where Solid Waste, Recyclable Materials, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclable Materials, processing or composting.

1.44 MULTI-FAMILY PREMISES

"Multi-Family Premises" or "Multi-Family Units" means those residential units such as apartments, condominiums and town homes, each with separate cooking and bathing facilities, with three (3) or more units.

1.45 NON-COLLECTION NOTICE

"Non-Collection Notice" is a form developed and used by the Contractor, as approved by the City, to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.46 OCCUPANT

"Occupant" refers to a person who occupies Premises.

1.47 ON-CALL COLLECTION

"On-Call Collection" means Collection of Solid Waste, Recycling Materials, Green Waste, or other Source-Separated material by Contractor that is not regularly scheduled or is scheduled more than twenty-four (24) hours in advance. On-Call Collection is initiated by a Customer by calling, emailing, or requesting the service in person at Contractor's office.

1.48 ORGANIC WASTE

"Organic Waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper that is mixed in with food waste.

1.49 OWNER

"Owner" means the Person holding legal title to the real property constituting the Premises to which Solid Waste service is to be provided under this Agreement.

1.50 PERSON

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, cities, and special purpose districts.

1.51 PREMISES

"Premises" means any single or multi-family residential property, industrial, retail, institutional or commercial properties of any kind, or any other dwelling, building or vacant property where solid waste is generated or accumulates for disposal.

1.52 RATE PERIOD

"Rate Period" means a 12-month period, commencing July 1 and concluding June 30, except that Rate Period 1 shall commence on the Commencement Date and conclude June 30, 2017.

1.53 REBUILT VEHICLE

For purposes of this Agreement, "rebuilt" means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted and its tires must have at least eighty-five percent (85%) of tread remaining.

1.54 RECYCLING

"Recycling" means the processing of Recyclable Materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

1.55 RECYCLABLE MATERIALS

"Recyclable Materials" means materials, which are source-separated from other solid waste for the purpose of recycling, such as, but not limited to, paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephthalate and other plastics, beverage containers, compostable materials and such other materials designated by the City Manager or CalRecycle as recyclable. Polystyrene foam and film plastic, including plastic bags are specifically excluded from collection and processing.

1.56 RECYCLING BIN

"Recycling Bin" means a metal container, with a capacity of two (2) cubic yards up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer-type recycling truck, that is approved for such purpose by the City and is appropriately labeled as a Recycling Bin.

1.57 REFUSE

"Refuse" means putrescible and non-putrescible Solid Waste.

1.58 RESIDENTIAL PREMISES

"Residential Premises" means a detached building, or each unit of multi-family dwelling, which utilize Carts for Residential Service.

1.59 RESIDENTIAL SERVICE

"Residential Service" means Solid Waste Services performed at and for Residential Premises.

1.60 ROLL-OFF BOX

"Roll-Off Box" means a metal container with a capacity of (10) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

1.61 ROLL-OUT SERVICE

"Roll-Out Service" shall include, but not be limited to, moving Containers manually, mechanically or by a specialized "scout" truck, from their storage location to the Collection location, and returning them to their storage location.

1.62 SERVICE AREA

"Service Area" means the corporate limits of the City of Whittier.

1.63 SINGLE-STREAM RECYCLING

"Single-Stream Recycling" Single-Stream Recycling is the commingled collection of Source-Separated materials which are transported to a facility for additional separation into individual commodities that are baled or bundled in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products.

1.64 SOLID WASTE

"Solid Waste" means all "solid waste" as defined under California Public Resources Code § 40191, as such may be amended from time to time and includes discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Construction and Demolition Debris, Bulky Waste, Recyclable Materials, and Green Waste, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of "Non-Hazardous Solid Waste" set forth in the California Code of Regulations.

1.65 SOLID WASTE SERVICES

"Solid Waste Services" means the Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste.

1.66 SOURCE-SEPARATED

"Source-Separated" means the separation by the Waste Generator of materials that would otherwise become Solid Waste (such as glass bottles, metal cans, newspapers, cardboard, plastic containers, etc.) into separate Containers(s) to allow the separated materials to be collected together for the purpose of Recycling of such materials.

1.67 SPECIAL ITEMS

"Special Items" means any bulky or heavy objects that require bin service and are not Bulky Waste, including, but not limited to, dirt, sod, brick, manure, waste from any poultry yard or stable, and Construction and Demolition Debris.

1.68 TEMPORARY SERVICE

"Temporary Service" shall mean Solid Waste Service provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.69 TRANSFORMATION

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

1.70 TRANSFER STATION

"Transfer Station" means a facility that receives Solid Waste from collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs, transferring residual Solid Waste (Solid Waste left after the recovery of Recyclable Materials) to landfills; and Recyclable Materials, including Green Waste, Construction and Demolition Debris, and Organics, to processors, brokers or end-users.

1.71 UNIVERSAL WASTE OR U-WASTE

"Universal Waste" or "U-Waste" means all waste defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

1.72 WASTE GENERATOR

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code.

1.73 WHITE GOODS

"White Goods" means inoperative and discarded refrigerators, microwave ovens, ranges, water heaters, freezers, and other similar household appliances.

1.74 WORK DAY

"Work Day" means any day, Monday through Saturday that is not a holiday as set forth in Section 7.01.2 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.01 EFFECTIVE DATE; COMMENCEMENT OF SERVICES

This Agreement shall become effective on the effective date of the Franchise Ordinance (the "Effective Date"). Both parties agree to execute the Franchise Agreement on or before the Effective Date. Except where specified, the obligations of the parties hereunder, and the provision of Solid Waste Services and other services by Contractor, shall commence on July 1, 2016 (the "Commencement Date"). Contractor understands and agrees that the time between the Effective Date and the Commencement Date, is intended to provide Contractor with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, and begin the public awareness campaign as part of Contractor's transition program as specified in this Agreement.

2.02 TERM & EXTENDED TERM

Unless earlier terminated in accordance with Article 13 of this Agreement, this Agreement shall continue in full force and effect until from and after July 1, 2016, and through and including the close of business on June 30, 2026. City reserves the right, in its sole and unfettered discretion, to extend the term of this Agreement, under its then-existing terms and conditions, for a maximum of one (1) six-year extended term. City shall give notice of its intention to extend the term, or any extended term, of this Agreement in writing not later than six (6) calendar months prior to expiration of the term or any extended term of the Agreement. Notwithstanding, if prior to June 30, 2018, City extends the term of this Agreement for an additional (1) six-year extended term, the Contractor shall pay the City five million dollars ($5,000,000) within 10 days of such approval. The aforementioned payment for the extension of the term of the Agreement

herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

ARTICLE 3. SCOPE OF AGREEMENT

3.01 GRANT OF AUTHORITY TO CONTRACTOR AGREEMENT

Except as otherwise provided in this Agreement, the Contractor is herein granted the exclusive right to provide Solid Waste Services in the Service Area. No other solid waste or recycling services shall be exclusive to the Contractor. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

3.02 LIMITATIONS ON SCOPE OF AUTHORITY TO CONTRACTOR

The right granted to the Contractor is exclusive, except for the categories of Solid Waste listed below. The granting of this right does not preclude the categories of Solid Waste listed below from being delivered to, collected by, and transported by others, provided that no Person is excused from obtaining from the City any authorization that is required by law. Contractor may, but is not obligated to, provide the services described below on a non-exclusive basis.

a) Source-Separated Recyclable Materials that the Waste Generator sells to, or otherwise receives compensation from other Persons in a manner resulting in a net payment to the customer after consideration of collection, handling, or processing costs;

b) Solid Waste, including Recyclable Materials, Green Waste and Bulky Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by its full-time employees) to a processing or disposal facility in a manner consistent with all applicable laws and regulations;

c) The donation of Source-Separated materials to any Person or entity;

d) Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code;

e) Green Waste removed from Premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;

f) Construction and Demolition Debris that is incidentally removed from an Owner's Premises by a duly-licensed construction or demolition company, as part of a total service provided by the licensed company to the Owner for a development project permitted by the City, and where the licensed company uses its own equipment and employees;

g) The Collection, transfer, transport, Recycling, processing, and Disposal of animal waste and remains from slaughterhouse or butcher shops for use as tallow;

h) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Substances, Hazardous Waste, and radioactive waste regardless of its source;

i) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their employment; and,

j) Solid Waste Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.

3.03 RECYCLABLE MATERIALS, BULKY WASTE, OR HOLIDAY TREE DISPOSAL BY WASTE GENERATOR

Nothing in this Agreement shall be construed as requiring Customers to set out Recyclable Materials, Bulky Waste or Holiday Trees for Collection by Contractor. Customers may dispose of Recyclable Materials, Bulky Waste or Holiday Trees by other appropriate means, including but not limited to, taking Recyclable Materials, Bulky Waste or Holiday Trees to drop-off facilities and donating or selling such items to private or public entities.

ARTICLE 4. COLLECTION SERVICES

4.01 GENERAL

The professional services to be rendered by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all other items as may be required, whether enumerated elsewhere in the Agreement or not.

The professional services to be rendered by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all Customers are provided reliable, courteous and high-quality Solid Waste Services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

4.02 SOLID WASTE COLLECTION

4.02.1 Residential Premises Solid Waste Collection

Contractor shall provide automated Collection of Solid Waste to all Residential Premises, once per week from Contractor-provided Carts. Contractor shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a thirty-two (32) gallon or a sixty-four gallon Cart. No discount will be given for using smaller carts.

Customers that regularly require more than 96 gallons of Solid Waste Cart capacity may request additional Solid Waste Carts for an additional charge per

Cart per month in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Contractor shall provide Solid Waste Collection from Carts at curbside unless the Customer has requested Roll-Out Service and has agreed to pay the applicable premium service Rate. In such case, Contractor shall retrieve Carts for Collection, and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer.

Collection of Green Waste, Source-Separated, Commingled Recycling, and Solid Waste from Residential Premises shall occur on the same day each week.

4.02.3 Multi-Family and Commercial Premises Solid Waste Collection

Contractor shall provide Collection of Solid Waste to Multi-Family and Commercial Premises as frequently as scheduled by Customer, but not less than once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. The Contractor shall provide Containers as part of the Collection service at rates set forth in Exhibit 1. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the Contractor but shall include Bin sizes of 1, 2, 3, 4, and 6 cubic yard capacity as well as 96-gallon Carts. Size and frequency shall be sufficient to provide that no Solid Waste need be placed outside the Container.

Specifically, the Contractor shall offer the following Collection Service methodologies to Commercial Customers:

1. Individual Bin or Cart Service. Contractor shall allow each Multi-Family and Commercial Premises to use 96-Gallon Carts, Bins, Compactors, or Roll-Off Boxes for Collection of Solid Waste.

2. Centralized Bin or Cart Service. Contractor shall allow each Multi-Family and Commercial Premises to use Bins or Carts for Collection of Solid Waste that are shared by the Occupants of two or more adjacent Commercial Premises. In such case, Contractor shall provide one or more Carts or Bins as requested by the Customer(s) provided that capacity shall be sufficient to provide that no Solid Waste need be placed outside the Container(s).
3. 300 Gallon Container Service: Contractor shall provide Collection Service to all locations using 300-gallon containers upon Commencement of this Agreement using an automated side-loader Collection vehicle. Contractor may continue use of 300 gallon containers or may propose an alternative collection methodology that conforms to the space limitation, safety considerations and service requirements for those customers. Any change to the Collection methodology must be approved by the City prior to implementation.
4. Shared Compactor Service: Upon Commencement of this Agreement, Contractor shall take ownership of shared Compactors identified in Exhibit 6 and shall add additional Compactors as may be required to provide Collection Services. Contractor shall inspect each Compactor site and will interview Customers to determine container requirements and collection schedule. Initially, Contractor will provide Collection Service twice per week and will adjust the Collection schedule as needed. Contractor shall be responsible for the proper functioning of shared Compactors, and shall perform preventative maintenance, such as checking fluid levels, lube/grease, and wiring, or replacement when necessary. Contractor may charge Customers for shared Compactor Collection Service in accordance with the rates set forth in Exhibit 1.
5. Permanent Roll-Off Boxes and Compactors. Contractor shall allow a Customer to use a Roll-Off Box or Compactor for Collection of Solid Waste to meet the Customer's permanent Solid Waste Collection needs. In such

case, Contractor shall provide Customer with a choice of Container capacities including ten (10), twenty (20), thirty (30) and forty (40) cubic yards. Contractor shall offer Customers the option to purchase or lease Compactors through either the Contractor or an outside vendor. Regular maintenance of Compactors shall be provided by Contractor (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.

6. Roll-Out Service. Contractor shall be required to service bins stored within 50 feet of the public right-of-way if egress to the bins is paved and the slope is less than 7%. Otherwise, Customer may put bin out for access or subscribe to Roll-Out Service. Contractor shall provide Roll-Out Service as requested by the Customer for an additional charge per bin per month in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

4.02.4 City Facilities Solid Waste Collection

Contractor shall provide Collection of Solid Waste to City Facilities including park, sidewalk and bus stop container service, as frequently as scheduled by the City, but not less than once per week. City Facilities will be provided Collection of Solid Waste at "no charge". Contractor shall allow each City Facility to use Carts, Bins, locks, Compactors, or Roll-Off Boxes for Solid Waste Collection, as determined by City. The cost for the services provided to City Facilities herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

4.03 RECYCLING COLLECTION

4.03.1 Residential Premises Source-Separated, Single-Stream Recycling Collection

Contractor shall provide Automated Source-Separated, Single-Stream Recycling Collection to all Residential Premises once per week from Contractor-provided

Carts. Contractor shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a thirty-two (32) gallon or a sixty-four (64) gallon Cart. Customers that regularly require more than 96 gallons of Cart capacity for Recycling may request additional Carts. No extra fee may be charged for Collection of Recycling or additional Carts, and no discounts given for using smaller carts.

Contractor shall provide Collection of Recycling from Carts at curbside unless the Customer has requested Roll-Out Service and has agreed to pay the premium service rate. In such case, Contractor shall retrieve Carts for Collection and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer.

4.03.2 Multi-Family and Commercial Premises Source-Separated, Single-Stream Recycling Collection

Multi-Family and Commercial Customers shall have the option to voluntarily subscribe to Collection of Source-Separated, Single-Stream Recycling and shall pay Contractor for such service in accordance with applicable Rates. Contractor shall provide Collection of Source-Separated, Single-Stream Recycling from Multi-Family Residential Complexes and Commercial Premises that have subscribed to such service as frequently as scheduled by Customer, but not less than once per week. Contractor shall allow Multi-Family and Commercial Customers to select a Collection service method that best suits the needs of its Premises. Specifically, the Contractor shall offer the Containers and service choices that are similar to those offered for Collection of Commercial Solid Waste pursuant to Section 4.02.3. Contractor shall provide Collection service at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be determined by the City.

4.03.3 City Facilities Source-Separated, Single-Stream Recycling Collection

Contractor shall provide Collection of Source-Separated, Single-Stream Recycling materials to City Facilities, as frequently as scheduled by the City, but not less than once per week, at "no charge". The cost for the services provided to City Facilities herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes. Contractor shall allow each City Facility to use Carts, Bins, locks, Compactors, or Roll-Off Boxes for Solid Waste Collection, as determined by City.

4.03.4 Marketing and Sale of Recyclable Materials

Contractor shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Contractor may retain revenue from the sale of Recyclable Materials and shall provide the City with an annual portion of the sales as specified in Section 8.06.

4.03.5 Compliance with AB 341

Contractor shall offer and provide a recycling program that at a minimum meets the standards required under AB 341. Contractor shall be responsible for ensuring that the recycling program achieves the required diversion rates specified in this Agreement and may be required to modify its program from time to time, at no additional cost to the City or Customers, to meet such diversion requirements.

Contractor shall produce, keep current, and provide public information specifically outlining its recycling program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City.

4.04 GREEN WASTE RECYCLING COLLECTION

4.04.1 Residential Premises Green Waste Collection

Contractor shall provide automated Collection of Source-Separated Green Waste to all Residential Premises, once per week from Contractor-provided Carts. Contractor shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a thirty-two (32) gallon or a sixty-four (64) gallon Cart. No discounts will be given for using smaller carts or no carts.

Customers that regularly require more than 96 gallons of Green Waste Cart capacity may request additional Green Waste Carts at no additional charge for the first additional cart and at an additional charge for each additional cart beyond the first two (2) carts per month in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Contractor shall provide Collection of Green Waste from Carts at curbside unless the Customer has requested Roll-Out Service and has agreed to pay the applicable premium service rate. In such case, Contractor shall retrieve Carts for Collection, and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer.

4.04.2 Multi-Family and Commercial Premises Green Waste Collection

Multi-Family and Commercial Customers shall have the option to voluntarily subscribe to Collection of Source-Separated Green Waste, and shall pay Contractor for such service in accordance with applicable Rates. Contractor shall provide Collection of Source-Separated Green Waste from Multi-Family Residential Complexes and Commercial Premises that have subscribed to such service as frequently as scheduled by Customer, but not less than once per week. Contractor shall allow Multi-Family and Commercial Customers to select a Collection Service method that best suits the needs of its Premises. Specifically,

the Contractor shall offer the Containers and service choices that are similar to that offered for Collection of Solid Waste pursuant to Section 4.02.3. Contractor shall provide Collection of Source-Segregated Green Waste at the location agreed upon by Contractor and Customer. The designated collection location, if disputed by Customer or Contractor, shall be determined by the City.

4.04.3 Annual Holiday Tree Recycling Collection

Annually, commencing the day after December 25 and ending the third Saturday in January, the Contractor shall collect Holiday Trees from Residential and Multi-Family Premises. Residential Customers are required to place the Holiday Trees curbside on the scheduled day for Collection of Solid Waste. Holiday Trees must be cut into lengths no longer than six feet (6'), be free of ornaments, garlands, tinsel and flocking, and stands must be removed. Holiday Trees from Multi-Family Premises will be collected on Customer's normal collection days at Customer's collection location for Solid Waste. Contractor shall deliver the collected Holiday Trees to an appropriate facility for processing. This annual service shall be provided at no additional charge.

Notwithstanding the above, in accordance with Section 3.03, Customers may dispose of Holiday Trees by other appropriate means.

4.04.4 City Facilities Source-Separated Green Waste Collection

Contractor shall provide Collection of Source-Separated Green Waste to City Facilities, as frequently as scheduled by the City, but not less than once per week, at "no charge". Contractor shall allow each City Facility to use Carts, Bins, locks, Compactors, or Roll-Off Boxes for Solid Waste Collection, as determined by City. The cost for the services provided to City Facilities herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

4.05 ON-CALL BULKY WASTE & E-WASTE COLLECTION

4.05.1 Residential and Multi-Family Premises On-Call Bulky Waste & E-Waste Collection

The Contractor shall provide Collection of Bulky Waste and E-Waste to all Customers at Residential and Multi-Family Premises in the Service Area. Contractor shall provide four (4) Collection events per year. Customers at Residential and Multi-Family Premises are entitled to the Collection of twelve (12) total items per dwelling unit per year, in any combination of collection days and items, at no additional charge.

Customers will be instructed to set-out Bulky Waste and E-Waste items within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and Customer, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle.

4.05.2 Commercial Premises On-Call Bulky Waste & E-Waste Collection

Contractor shall provide On-Call Collection of Bulky Waste and E-Waste to Commercial Customers using a method suitable for the commercial Premises and agreed upon by the Customer or property manager. Contractor may charge a fee for service in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

4.05.3 City Facilities On-Call Bulky Waste & E-Waste Collection

Contractor shall provide On-Call Bulky Waste and E-Waste Collection to City Facilities within 24-hour notice, at no charge. The cost for the services provided to City Facilities herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

4.05.4 Bulky Waste Collection Restrictions

The following applies to items Collected under this Section:

- No single item that cannot be handled by two workers will be accepted.
- The following items will not be picked up: Hazardous Substances and Hazardous Waste. Waste oil, antifreeze, Universal Waste and Electronic Waste shall be collected and disposed of in accordance with Section 4.07.
- Vehicles used for Collection of Bulky Waste shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

4.05.5 Bulky Waste Containing Freon

In the event Contractor collects Bulky Waste that contains Freon, Contractor shall handle such Bulky Waste in a manner such that the Bulky Waste is not subject to regulation as hazardous waste under applicable state and federal laws or regulations.

4.05.6 Maximum Reuse and Recycling

Contractor shall dispose of Bulky Waste collected from Customers pursuant to this Agreement in accordance with the following hierarchy:

- Reuse as is (where energy efficiency is not compromised)
- Disassemble for reuse or Recycling
- Recycle
- Disposal

Contractor shall not landfill such Bulky Waste unless the Bulky Waste cannot be reused or recycled. Contractor shall record by class and weight (in tons) the Solid Waste Collected under this Section 4.05, and shall record the kinds and weights (in tons) of Solid Waste diverted, if any, from landfilling through Recycling, reuse, Transformation or other means of diversion.

4.05.7 City Direction of Bulky Waste

City reserves the right to direct Contractor to take Bulky Waste collected pursuant to this Section to a designated site or sites for the purpose of permitting Persons who will reuse or recycle such Bulky Waste to obtain the Bulky Waste at no cost. Contractor shall have no obligation to dispose of the Bulky Waste or Bulky Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Bulky Waste.

4.06 TEMPORARY SERVICES

Contractor shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

A. Bins and Roll-Off Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.
B. No charges excepting rates not exceeding the maximum rates set forth in the attached Exhibit 1 related to Bins or Roll-Off Boxes utilized in connection with Temporary Services shall be imposed by Contractor, unless approved in accordance with Section 8.8 (Special Services).
C. Temporarily placed three (3) cubic yard Bins may be used for small cleanup type projects at Residential and Multi-Family Premises; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds four consecutive weeks. Bins used for Temporary Service shall not remain in any public rights-of-way for a period exceeding two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devises which, to the satisfaction of the City Manager, make such Bins reasonably visible to vehicle traffic at night.

D. Contractor shall work with Customers requesting construction and demolition debris Collection services to ensure that requirements under the City's ordinance regulating the recycling and disposal of construction and demolition waste are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level. Contractor agrees to comply with all provisions of the ordinance, as may be amended from time to time, and to provide services for construction contractors in City as may be contemplated by any such ordinance at no charge (such as assistance in preparing plans for the collection, recycling and disposal of construction and demolition waste in accordance with this Agreement and providing data for reporting to the City).

E. In addition to complying with any related requirements that may exist in any ordinance which may be in effect in City regulating construction and demolition waste, including specific diversion levels that may be required by any such ordinance, Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. Towards this end, Contractor shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

4.07 HOUSEHOLD HAZARDOUS WASTE, UNIVERSAL WASTE & E-WASTE

4.07.1 Residential Premises and Multi-Family Premises

Contractor will provide, either directly, or through a City-approved subcontractor, two (2), annual citywide Household Hazardous Waste Collection Events at no additional charge. Electronic Waste will be accepted at each annual citywide Household Hazardous Waste Collection events at no additional charge. The dates and locations of the Events will be coordinated with City. Customers from Residential and Multi-Family Premises will be allowed to drop off unlimited items

at the two events and the acceptable items will include, at a minimum the items listed on the following page.

ACCEPTABLE WASTE:

Garden Chemicals
- Insect sprays
- Weed killers
- Other poisons
- Fertilizer

Swimming Pool Chemicals
- Pool acid
- Chlorine: tablets, liquid

Automotive Waste
- Motor oil
- Antifreeze
- Waxes
- Polishes
- Cleaners
- Brake fluid
- Gasoline
- Used oil filters
- Oily rags
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Automotive batteries

Paint Products
- Oil-based paint
- Latex paint
- Spray paint
- Stripper
- Stains
- Caulking
- Wood preservative
- Glue
- Thinner

Household Cleaners
- Bleach
- Cleaning compounds
- Floor stripper
- Drain cleaner
- Tile remover and cleaners
- Rust remover

E-Waste
- Consumer electronics such as TVs, CRTs, computer monitors, CPUs, laptop computers and peripherals.

Misc. Household
- Household batteries-thermometers
- Fluorescent tubes
- Thermometers
- Hobby glue
- Artist's paint

Pharmaceuticals and medicines (non-controlled)

Sharps

UNACCEPTABLE WASTE:

Ammunition
Appliances (larger than microwave)
Asbestos
Biological waste
Commercial chemicals (for business use)
Construction materials
Driveway sealer (more than five gallons)
Radioactive materials
Explosives
Fire extinguishers
Leaking containers
Liquid mercury
Pressurized cylinders
Smoke detectors
Tires
Trash
Unknowns (must be tested)
Waste in 6-gallon or larger container

4.07.2 Commercial Premises

Contractor shall provide, either directly, or through a City-approved subcontractor, an on-call E-Waste and Universal Waste Collection Service to Commercial Premises in accordance with rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement. Acceptable items for collection are as follows;

1. Electronic devices: Includes any electronic device that is a hazardous waste (with or without a Cathode Ray Tube (CRT)), including televisions, computer monitors, cell phones, VCRs, computer CPUs and portable DVD players.
2. Batteries: Most household-type batteries, including rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, alkaline batteries and other batteries that exhibit a characteristic of a hazardous waste
3. Electric lamps: Fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and electric lamps that contain added mercury, as well as any other lamp that exhibits a characteristic of a hazardous waste. (e.g., lead).
4. Mercury-containing equipment: Thermostats, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing, mercury rubber flooring, mercury gas flow regulators, dental amalgams, counterweights, dampers and mercury added novelties such as jewelry, ornaments and footwear.
5. CRTs: The glass picture tubes removed from devices such as televisions and computer monitors.
6. CRT glass: A cathode ray tube that has been accidently broken or processed for recycling.
7. Non-empty aerosol cans

4.07.3 City Facilities

Contractor shall provide, either directly, or through a City-approved subcontractor, an on-call E-Waste and Universal Waste Collection Service to City Facilities within twenty-four (24) hours notification at no additional charge. Acceptable items for collection will include, at a minimum, the items listed in the table entitled "Acceptable Waste" in Section 4.07.1. The cost for the services provided to City Facilities herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

4.08 RESIDENTIAL SHARPS COLLECTION PROGRAM

For Residential and Multi-Family Premises, the Contractor shall provide a Sharps discard program, in accordance with applicable laws, at no additional charge to the City or customer.

4.09 CITY-SPONSORED EVENTS

Contractor shall provide Collection of Solid Waste and Source-Segregated Recycling, as well as a community education booth and outreach materials, for City-sponsored events at no additional charge. The cost for the services provided for said events herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes. Customers will be provided Solid Waste, Recycling and Green Waste capacity at the appropriate service levels for each venue or event, as determined by City. When requested by event organizers, Collection of Solid Waste and Recycling, special event boxes and liners and signage to promote recycling and/or indicate the location of recycling containers will be provided for each venue or event. Contractor will assist the venue and event organizers with developing recycling plans and reporting data. Available cart sizes will include 64 and 96 gallons. Available bin sizes include 2, 3, 4 and 6 cubic yards. Available Roll-Off Box sizes include 10, 20, 30 and 40 cubic yards. Collection frequency will be provided as needed by the Customer.

The following is a list of events for which services shall be provided:

- Police Department Open House/Health Fair
- Summer Concerts in the Park (six at Central Park and six at Parnell Park)
- Eggstravaganza
- Annual Community Theatre Clean-Out

Additionally, the Contractor will participate in all City-sponsored events with a community education and outreach materials booth for distribution of materials, recycling games and prizes, educational handouts, newsletters, promotions and other materials available and approved by the City, at no additional charge.

4.10 LARGE VENUE EVENTS RECYCLIING

Contractor shall recycling services at special events or large venue events. Contractor shall assist City in the planning, coordination and implementation of the recycling programs for such events. Contractor shall be responsible for the preparation and submittal to City of a "waste reduction and recycling plan" prior to such events, and within 30 days following each such event shall submit a waste characterization report listing the amount of each material collected for disposal and recycling at the event.

4.11 ABANDONED BULKY WASTE PICKUP

Contractor will provide Collection of abandoned Bulky Waste and other Solid Waste from the public right-of-way areas, resulting from illegal or unauthorized dumping, or other code enforcement matters occurring within the City within twenty-four (24) hours of notification by City, Monday through Friday at no additional charge. Calls received on Friday after 2:00 p.m. shall have the bulky waste picked up on Monday.

4.12 BUS STOPS AND PUBLIC CONTAINER COLLECTION

Contractor shall collect Solid Waste of all bus stops and other public service Containers located throughout the City, at no charge to the City. The cost for the

services provided herein shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes. The locations requiring Solid Waste collection are provided in Exhibit 9. The locations, number of containers and frequency of Collection shall be determined by the City's Public Works Director.

4.13 ALLEY COLLECTION

Contractor shall provide alley Collection to designated areas of the City. The designated areas for alley Collection are provided in Exhibit 5 and are subject to modification only with prior approval by the City.

4.14 HARD TO SERVICE AREAS & ACCESS TO PRIVATE PROPERTY

Contractor will provide all equipment and labor necessary to provide Collection Service to the City's hard-to-service areas which may include steep hills, narrow streets, one-way streets, dead-ends, courts, alleys, private streets, etc. Necessary equipment may include specialized Collection Vehicles designed to provide Collection Services in a safe and timely manner. Collection Services to hard-to-service shall be provided in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

4.15 SPECIAL SERVICES

Contractor may provide special Collection procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established by Contractor, which rates are subject to approval by the City Manager. Contractor shall notify the City Manager of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections, review the proposed rate, and impose appropriate regulations.

ARTICLE 5. DISPOSAL, PROCESSING AND DIVERSION REQUIREMENTS

5.01 SOLID WASTE DISPOSAL

Contractor shall Transport to and Dispose of all Solid Waste Collected in Service Area to a Transfer Station, MRF, Transformation Facility or Disposal Site. Contractor shall pay all costs associated with the Transfer/Transport and Disposing of Solid Waste. Contractor shall maintain accurate records of the quantities of Solid Waste Transported to the Transfer Station, MRF, Transformation Facility or Disposal Site and will cooperate with the Contract Manager in any audits or investigation of such quantities or their composition. Contractor shall cooperate with the operator of the Transfer Station, MRF, Transformation Facility or Disposal Site with regard to operations therein, including for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance and operations and construction of new facilities, cooperating with Hazardous Waste exclusion and load checking programs, and so forth.

5.02 SOLID WASTE "PUT OR PAY" REQUIREMENT

During the Term of this Agreement, Contractor may use the City owned and operated Savage Canyon Landfill for the Disposal of all Solid Waste originating within the City, and for disposal of foreign waste.

The Contractor may also use any other Disposal Site selected by the Contractor, However, Contractor shall deliver 335 tons of solid waste per day to Savage Canyon Landfill, Monday through Friday and on any Saturday during which an observed holiday falls on a work day, or compensate the City for any quantity less than the 335 tons per day. The put-or pay daily tonnage requirement will not apply on non-holiday Saturdays. On the Commencement Date of this agreement, Contractor shall pay $43.32 per ton for all tons subject to 335 per day put or pay

requirement. A discounted tipping fee of $31.00 per ton will apply to daily tonnage greater than 335 tons per day and up to the permitted amount of 350 tons per day. The tipping fee rates at Savage Canyon Landfill will be subject to adjustment, annually. The Landfill is not equipped to receive transfer trailers. Delivery of Solid Waste shall be limited to Collection vehicles.

5.03 STATUS OF DISPOSAL SITE

Any Disposal Site used by Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Contractor shall ensure that any such landfill (other than the Designated Disposal Location) has been issued all permits from federal, state, regional, county and municipal agencies necessary for it to operate as a Class III Sanitary Landfill and is in full compliance with those permits at all times. Contractor shall provide copies of notices of violation or permit modifications to the Contract Manager within five (5) Business Days of receipt.

5.04 GREEN WASTE PROCESSING SERVICES

Contractor shall deliver all Collected Green Waste to a fully permitted Green Waste Processing Facility or a fully permitted Green Waste transfer station. All expenses related to Green Waste processing and marketing will be the sole responsibility of Contractor. Contractor shall ensure that all Green Waste collected pursuant to this Agreement are diverted from the landfill in accordance with the Act and any subsequent or other applicable legislation and regulations. Contractor shall ensure that the Green Waste collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing. Contractor must provide end uses for Green Waste that maximize diversion credits for City according to regulations established by CalReycle. Green Waste may be used as Alternative Daily Cover to the extent that the City will get full diversion credit for its use. Contractor is responsible for monitoring how the Green Waste will be diverted at selected facilities and for selecting

alternative facilities if necessary to ensure full diversion credit. Failure to do so places the Contractor in default. City has the option, but not obligation, to direct Contractor where to deliver the material.

5.05 MINIMUM RECYCLING REQUIREMENTS

Contractor shall recycle or divert from landfilling sufficient waste to ensure that the City meets current state law requirements for diversion Citywide. For calendar year 2016, Contractor shall be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows a greater than 50% diversion rate and if CalRecycle approves the City's reports as having a greater than 50% diversion rate in connection with efforts to meet the State-mandated diversion mandate.

Beginning with calendar year 2017, if the annual report the City submits to CalRecycle reflects a diversion rate of less than the State-mandated rate, or if such a report is later revised to reflect a rate less than the State-mandated rate, the Contractor shall be liable for liquidated damages in accordance with Section 13.06 for failure to meet this mandate. If a report is revised and approved by CalRecycle to reflect a diversion rate higher than the State-mandated rate of diversion, City will reimburse Contractor any liquidated damages that had been submitted based upon that year's report. As reports to the CalRecycle lag the actual collection period reported on, this requirement and liability for liquidated damages will extend beyond Contractor's provision of Collection Services under this Agreement.

If the State increases waste diversion requirements, or the City increases waste diversion requirements, Contractor may request a rate adjustment pursuant to Section 14.07 for the additional waste diversion requirements services that may be required, and the provisions of this Section will apply using the higher State-mandated diversion rate.

5.06 FAILURE TO MEET MINIMUM REQUIREMENTS

Upon Contractor's failure to meet the minimum waste diversion requirements set forth above in Section 5.05, and if the City determines that the Contractor has not met waste diversion from the services and programs contemplated under this Agreement, the Contractor agrees to implement programs and provide equipment necessary in order for the City to meet State-mandated diversion requirements. Such programs and equipment may include additional public education efforts, on-site business waste audits, additional recycling carts or bins at multi-family complexes, high grading of commercial loads, secondary processing of commercial solid waste, and processing of Construction and Demolition Debris from Roll-Off Boxes.

5.07 OWNERSHIP OF SOLID WASTE

City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste collected by Contractor in City. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste that is collected by Contractor which otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor; and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. At no time does City obtain any right of ownership or possession of Solid Waste or Recyclable Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Contractor agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Contractor, and not City which is to be considered the merchant of goods recycled pursuant to this Agreement. Subject to the provisions of this Agreement, and unless City exercises its rights to direct the location for Disposal and processing of Solid

Waste, Contractor shall have the right to retain, Recycle, process, dispose of, and otherwise use Solid Waste collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, process, dispose of, or reuse the Solid Waste which it collects.

5.08 FLOW CONTROL – RESERVATION OF RIGHTS

City reserves the right, as and if necessary, to exercise "flow control" i.e., the right to select disposal facilities and materials recovery facilities to which the Solid Waste to be collected pursuant to this Agreement is to be taken. In the event City directs Contractor to transport Solid Waste to a particular disposal or other facility, City and Contractor agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the landfill or other destination to which Solid Waste collected pursuant to this Agreement is taken for disposal. In the event that City selects a transfer or disposal facility, Contractor shall be entitled to a rate adjustment to offset for any substantiated increase or decrease in expenses resulting from the City's exercise of flow control.

5.09 CONSTRUCTION AND DEMOLITION MATERIAL PROCESSING AND DIVERSION

City has adopted the 2013 California Building Standards Code including Part 11 California Green Building Standards Code which provides, among other requirements, 50% diversion from all Construction and Demolition materials generated at a Construction and Demolition site.

Contractor shall comply with the requirements of the California Building Standards Code, as adopted by the City, related to diversion of Construction and Demolition Debris Materials which requires 50% diversion from landfills all Construction and Demolition Debris Materials that are generated by covered projects in the City either by source-separated recycling or by processing at a

facility or facilities that cause not less than 50 percent of those materials to be diverted from landfills. Contractor agrees to transport all Construction and Demolition Debris Materials collected within the Service Area to a C&D materials processing facility for processing and recovery of recyclable materials resulting in a minimum 50% diversion from landfill disposal. The cost per ton for processing Construction and Demolition material will be in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

5.10 DEVELOPMENT OF ORGANIC WASTE RECYCLING PROGRAM TO COMPLY WITH AB 1826

Contractor will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826.

Contractor shall be responsible for ensuring that the organics waste recycling program meets the requirements of AB 1826 and may be required to modify its program from time to time.

Contractor shall provide organics and food scrap recycling to all Commercial, Multi-Family Dwellings ("MFD") and City facilities subject to the requirements of AB 1826.

Contractor shall conduct customer surveys and onsite waste assessments within 30 days of the Commencement of this Agreement. Contractor shall identify Customers that create large amounts of green waste, such as hotels, business parks, and those with significant landscaping. Contractor shall also target Customers that have food service operations such as restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. Contractor personnel shall conduct outreach to introduce the program and conduct initial assessments of onsite needs. Contractor shall conduct visual waste audits of Commercial and MFD to evaluate the organics service requirement and service level needs.

Contractor shall train employees such as servers, food preparers, hospitality and maintenance, taking into consideration employee turnover and shift changes.

Contractor shall provide the initial outreach to participating customers:

- Provide Recycling and Organics Tool Kit including Step by Step process; Power Point; guidelines for new employee training; "do's and don'ts of separation; signage examples; source reduction suggestions; links to online City programs/resources, Good Samaritan Law definition; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations like the National Restaurant Association and US-Composting Council Curb to Compost Toolkit and/or government agencies like the EPA toolkit for Reducing Food Waste and Packaging and FTC Guidelines on compostable and degradable claims.
- Provide indoor and outdoor container options and signage
- Help identify customer's "startup team" to implement the program and provide long term support
- Conduct free, comprehensive, in-house, bilingual trainings with kitchen and janitorial staff.
- Follow-up and monitor to ensure successful participation, which shall be visual audits and additional training when necessary.
- Create solutions for the identified challenges and waste stream specifics.
- Connect Customers with food donation programs where applicable.

Community Workshops

Contractor shall provide outreach and education to the community at large regarding organic and food waste reduction, recovery, and collection for home or business. Workshops shall be available for residents, community organizations,

civic groups, business groups, club associations, and others. Contractor shall utilize the community based, compost giveaway events to educate the public.

Contractor shall produce, keep current, and provide public information on AB 1826 specifically outlining a recycling plan and identification of who is affected by the legislation. The information shall be available on Contractor's website, mailed in annual publication and included in the Contractor's brochure. Every Commercial and MFD Customer shall receive information on AB 1826 and how to recycle organics. The availability of organics collection and recycling shall be promoted through Contractor's website, phone app, mailers, billing inserts, email content, online announcements, brochures distributed at community events, annual distribution of Contractor's brochure, and/or commercial businesses, city facilities, and MFDs.

Contractor shall work with MFD's to provide or confirm AB 1826 compliance. For MDF or commercial customers that self-haul organics through a third party, Contractor shall provide information on compliance requirements and options for compliance. Contractor shall develop and implement a food scrap recycling pilot program for Multi-Family Dwellings.

Contractor shall offer organic waste collection in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Contractor shall produce, keep current, and provide public information specifically outlining its organics waste recycling program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City.

ARTICLE 6. OTHER SERVICES

6.01 RESPONSIBILITY FOR SERVICE BILLING AND COLLECTION

The Contractor shall be responsible for the billing and collection of payments for all Customers within the Service Area. Notwithstanding the proceeding provision, the Contractor shall not bill for Collection Services provided to City Facilities.

6.01.1 Billing Service Requirements

Billing Audits

The Contractor shall be required to conduct billing audits of all Commercial, Multi-Family and Residential Customers, every four years of the Agreement. The City shall maintain the right to engage a third party to conduct an independent audit.

Records

Contractor shall maintain, for inspection by the City, copies of all billings and receipts, in chronological order, for a period of five (5) years after the date of service. Contractor shall maintain those records in electronic format. City staff or representatives shall be given access to such records upon one (1) business day notice.

Annual Rate Notification

Contractor must annually, within 60 days prior to the effective date of a rate change, prepare and distribute a notice to each Customer setting forth the Contractor's rates, annual holiday schedule, recycling programs offered, and a general summary of services required to be provided and optional services that may be furnished by Contractor. Notice may be included as part of the Contractor's public education plan described in Section 6.03.

Residential Billing

The Contractor will bill all Residential Customers directly on a quarterly basis, in advance. All bills must carry a due date, not "due upon receipt." Charges must be itemized, but may not designate that portion of the customer's bill attributable to the franchise fee as a separate item. Customers may, on an individual basis, request annual payment schedules, and Contractor will work in good faith with individual Customers to reasonably satisfy such requests. Contractor will have the right to bill and collect for its services in advance of the rendition of services but shall refund any unused portion equal to two months or more of the amount collected in the event of disruption, revision, or termination of services, or when Residential Premises are vacant for at least a three-month period and prior written notice of such vacancy has been given to the Collector.

Residential Billing Discount

The following discounts are available to Customers:

Residential Customers who apply and qualify for the Utility Users' Tax Exemption (UUR Exemption Qualified Discount in accordance with the Whittier Municipal Code Section 3.24.110.A.2, shall be entitled to a discount on Solid Waste Collection fees.

Senior citizens and active members of the military are eligible for a rate reduction of 10%. The senior citizen must be the head of the household of the residential premises which receives collection services, at least sixty-two (62) years of age, and must receive supplemental social security benefits. An active member of the military may be stationed away from home for periods of time. This rate reduction will apply to the property so long as the military member maintains the property as his or her permanent residence. This discount does not apply to charges for additional carts, temporary bin service, or temporary roll-off service.

Residents with disabilities shall receive Roll-out Service at no additional charge. To qualify for this service, customers provide a written letter from their physician

indicating that they are physically unable to roll out carts used for residential refuse recycling and green waste, or must have been issued a handicap placard from the Department of Motor Vehicles.

The subsidy for the aforementioned rate discounts and Roll-out service shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

Multi-Family and Commercial Billing

Bills must be itemized by type of service, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate line item. All bills must carry a due date, not "due upon receipt." Bill must be itemized, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate item. Contractor will bill all customers directly on a monthly basis, 30 days in advance. To start service, new customers will pay a pro-rated first month's service in advance.

Roll-Off Box and Temporary Bin Customers

For individually serviced Customers who request Roll-Off Box (including temporary bin) service, the Contractor will accept major credit cards for payment. Individually serviced customers who do not use credit cards may be required to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. For all other Roll-Off Box customers, the Contractor will invoice monthly or semi-monthly in arrears with payment due within 15 days from the invoice date.

Street Sweeping Billing

Contractor shall bill for street sweeping service on behalf of the City and shall remit street sweeping fees to the City on a monthly basis. Street sweeping charges must be itemized on the customer's bill with a description indicating charge is for street sweeping service. Street sweeping fees collected by Contractor shall not be subject to franchise fees.

Automated Billing Payment

In an effort to reduce paper waste, Contractor shall make available to all Customers an automated billing and payment system at no additional charge. This system will be website based and allow customers to view and pay bills through Contractor's website. Through the Contractor's website, Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. Contractor must ensure that these customers are compiled in a list to ensure that billing inserts are mailed directly. Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.

Rates

The maximum rates for the types of services provided shall be as described in Exhibit 1 and as adjusted annually pursuant to Section 9. Contractor shall bill and collect at rates that do not exceed the maximum rates established by this Agreement.

Partial Month Service for Multi-Family and Commercial Premises

If, during a month, service is added to or deleted from a Multi-Family or a Commercial Premises, the Contractor's billing shall be pro-rated based on the weekly service rate [weekly service rate shall be the monthly service rate divided by the number of actual weeks in the month that service was provided to the Customer.

Delinquent Service Accounts

Contractor may pursue collection of delinquent accounts by every means reasonably available to Contractor, including delinquency letters, telephone calls, employment of collection agencies, and small claims court.

Once payment is 30 days past due, Contractor must send to the Customer a notice that service will be suspended if payment is not made within an additional 30 days. Contractor may charge a late fee for delinquent accounts in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement. Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts.

6.02 CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Contractor. Per Section 7.04.1, the Contractor will establish a local office to serve as a call center and as an administrative office. A representative of the Contractor shall be available to receive the complaints during normal business hours. The local office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to Noon on Saturday.

All service complaints will be handled by the Contractor in a prompt and efficient manner. In the case of a dispute between the Contractor and a Customer, the matter will be reviewed and a decision made by the Contract Manager.

- For those complaints related to missed Collections that are received by 4:00 P.M., the Contractor will return to the Customer address and collect the missed materials before the end of the same business day. For those complaints related to missed Collections that are received after 4:01 p.m. on a Work Day, the Contractor shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of carts or bins, the appropriate Sections of this Agreement shall apply.
- Contractor agrees that it is in the best interest of the City that all Residential Solid Waste and Recyclable Materials be collected on the scheduled Collection day. Accordingly, missed Collections will normally be collected as

set forth above regardless of the reason that the Collection was missed. In the event a Customer requests missed Collection Service more than two (2) times in any consecutive two (2) month period, the Contract Manager will work with the Contractor to determine an appropriate resolution to that situation. In the event the Contractor believes any complaint to be without merit, Contractor shall notify the Contract Manager by e-mail. The Contract Manager will consider all disputed complaints and render a decision.

- Contractor's service and emergency telephone numbers shall be accessible by a local (Whittier) telephone number. The telephone number(s) shall be listed in the area's telephone directories under the Contractor's name in the White Pages and Yellow Pages and available on the Contractor's website. Contractor shall also provide a toll-free number.
- The Contractor will conduct customer call backs in the following manner: For customer messages left before 5:00 p.m., all "call backs" will be attempted at least one time prior to 6:00 p.m. on the day of the call. For all customer messages left after 5:00 p.m., all "call backs" will be attempted at least one time before noon the next Work Day. If the Whittier customer service representative is unable to reach the customer on the next Work Day, a voice message will be left and coded by the Whittier customer service representative.
- The Contractor shall provide City staff and Council Members with an after-hours and weekend direct line to the Operations Manager for urgent requests unable to wait for the next business day.

6.02.1 Complaint Documentation

Service complaints received by City shall be directed to Contractor. Contractor shall keep daily logs of complaints forwarded to it for a minimum of three (3) years.

Contractor shall log all complaints received, including the date and time the complaint was received, the name, address and telephone number of the

caller/complainant, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. Log shall also include each instance that Solid Waste and/or Recyclables are not collected and the form of notification used to inform the participants of the reasons of non-Collection and the end result or means of resolution of the incident.

All written Customer complaints and inquiries shall be date-stamped when received. All oral Customer complaints shall be recorded in a logbook. Receipt of all complaints, both written and oral shall be acknowledged to Customer within one (1) business day of receipt. Contractor shall use best efforts to resolve complaints within two (2) business days and must respond in writing to all complaints within five (5) business days of receipt. Contractor shall log action taken by Contractor to respond to and remedy the complaint.

All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's customer service department for purposes that may include monitoring the quality of customer service or researching Customer complaints.

6.02.2 Resolution of Customer Complaints

Should Contractor and Customers not be able to resolve a complaint, not be able to establish a mutually acceptable fee to be charged for services not included on the approved rate schedule, or otherwise disagree, the matter shall be determined by the City, whose decision shall be final.

Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against Contractor.

6.02.3 Emergency Contact

The Contractor shall provide the Contract Manager with an emergency phone number where the Contractor can be reached in person, not by voice-mail, at all times, twenty-four (24) hours per day.

6.02.4 Multilingual/TDD Service

Contractor shall at all times maintain the capability of responding to telephone calls in English, Spanish and other languages necessary for communication between Contractor and its service recipients. Contractor shall at all times maintain the capability or responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

6.02.5 Customer Calls

During office hours, Contractor shall maintain a telephone answering system capable of accepting multiple incoming calls at one time. Contractor shall record all calls including any inquiries, service requests and complaints into a customer service log. The Contractor will guarantee that the Whittier Call Center's Customer Service lines will be answered, on average, within the first two (2) rings by a live representative of the Contractor. Contractor's customer service representative shall return Customer calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If Contractor is unable to reach the Customer on the next Work Day, Contractor shall leave a voice message, and if no voice recording is available shall send a postcard or email to the Customer on the second Work Day after the call was received.

6.02.6 Agreement Liaison

Contractor shall designate in writing a "Agreement Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement -related issues. The Contractor must respond to all inquiries from the City within twenty-four (24) hours from the time of the inquiry. City shall have the right to approve the Contractor's choice for a liaison. City shall be notified in advance of any change in Agreement Liaison.

6.02.7 Service Liaison

Contractor shall designate in writing a field supervisor as "Service Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer Service-related complaints. City shall have the right to approve the Contractor's choice for a liaison. City shall be notified in advance of any change in Service Liaison.

6.03 PUBLIC EDUCATION AND OUTREACH SERVICES

Contractor acknowledges and agrees that Public Education and Outreach is a critical, key and essential element of any effort to achieve the diversion requirements mandated by the State of California including AB 939, AB 341, and AB 1826. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Contractor, at their own expense, shall prepare, submit and implement an annual Public Education and Outreach Program beyond the City's Public Education and Outreach Program. The proposed Program, including a budget, must be submitted annually for City approval no later than March 30 for the next Agreement year. The program must include a minimum of four campaigns per calendar year, designed to increase diversion and resident participation. Campaigns should target certain Recyclable Materials or "problem" areas of the

Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the Contract Manager and Contractor staff.

6.03.1 Implementation and Ongoing Education Services

In order to promote public education, in addition to any other materials it develops, Contractor shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All brochures, mailings, and other educational materials are to be approved by City in advance of distribution.

- **Initial Mailing/Cart Options** – Contractor will prepare and mail an initial information packet to all Customers explaining the transition from the existing Solid Waste Collection program to the new program as defined by this Agreement. The mailing will describe program changes, route changes, the dates of program implementation, Recycling and diversion programs available, and other pertinent information.
- **Instructional "How-to" Packets** – An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. Contractor may attach these packets to the Carts upon initial Cart distribution. This packet shall: describe available services, including available Recycling and diversion programs; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection, the types of materials to be placed in each Cart); describe the process for exchanging default Carts for another size and requesting additional Carts; detail holiday Collection schedules; and provide billing and customer service telephone numbers. This packet will contain updated information on

how to use Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or billing questions, and for Bulky Waste Collection.

The packet should also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. This brochure shall include instructions on how Customers should dispose of HHW, such as information on the twice annual HHW events to be held by the Contractor in the City of Whittier as well as drop-off facilities located in Los Angeles County and other available programs.

- **Container Labels and Hot Stamps** – Recycling and Green Waste Containers shall carry stickers/labels and hot stamps as described in Section 7.06.1.
- **Annual Newsletter** – Not less than once per year during each Rate Period, Contractor shall prepare and distribute to each Customer a brochure or newsletter promoting and explaining: all Solid Waste programs offered by City and Contractor (such as Recycling, Green Waste, Holiday Tree and Bulky Waste pick-ups) described in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly dispose of Household Hazardous Waste such as syringes, paint, etc., through the twice annual collection events, the County's program or other means; Collection schedules, including holiday schedules; customers service numbers; and the procedures to begin and terminate services.
- **Corrective Action Notice** – Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal of such items.

- **Website** – Contractor shall develop and maintain a website with a page specific to the City. The webpage will enable City's Customers to contact Contractor and will display rate schedule and size of containers, rates for additional services, FAQ's, holiday schedules, holiday tree pick-up information, special collections events, requests for on-call bulky waste collection, requests for extra pickups, service changes, cancellations to service, complaints and follow-up, understanding your invoice, proper HHW disposal procedures, identification of materials that are to be placed in Recycling Containers and other useful information. Contractor will assist the City in establishing a link on the City's website to Contractor's page.

6.03.2 Annual Collection Service Notice

Each year during the term of this Agreement, the Contractor shall publish and distribute a notice to all Residential Customers regarding Residential Collection programs. The notice shall contain at a minimum; definitions of the materials to be collected, procedures for setting out the materials, service rates and discounts, maps of the Service Area indicating the days when Collection of Residential Solid Waste, Recycling, and Green Waste will be provided; the days when Bulky Waste will be Collected, and the customer service phone numbers. The notice shall be provided in English and in other languages as directed by the City and shall be distributed by the Contractor no later than June 1, 2016, during the first year of the Agreement and no later than June 1 of each year thereafter.

6.03.3 Contractor Representative

Contractor shall retain on its staff an individual who shall, as part of his or her job function, routinely visit civic groups, school assemblies, homeowners' associations, multi-family complexes and businesses, to promote and explain the Recycling and other programs Contractor offers, and participate in demonstrations and civic events.

6.03.4 Community Events

At the direction of City, Contractor shall participate in and promote Recycling and other diversion techniques at community events and local activities. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program.

6.04 WASTE GENERATION/CHARACTERIZATION STUDIES

Contractor acknowledges that City must perform solid waste generation and disposal characterization studies periodically to comply with the requirements of state law. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed, by Customer type (Single-Family, Multi-Family, Commercial), to satisfy the requirements of state law.

6.05 PROGRAMS AND SERVICES

Contractor shall provide additional services and programs, such as pilot programs, special studies, etc., as requested by City at a price to be mutually agreed upon between the Contractor and the Contract Manager. In the event the Contractor and the Contract Manager cannot reach a mutually agreed upon price for the requested service or program, City shall have the right to procure the service of other vendors or contractors to provide the requested service. In the event that the requested services and programs are required to comply with state mandates or requirements, Contractor shall make the requested services and programs available to the City subject to a negotiation and rate adjustment as provided for in Section 14.07.3(b).

6.06 EMERGENCY SERVICES

In the event of a tornado, major storm, earthquake, tsunami, fire, natural disaster, or other such event, the Contract Manager may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such event, the Contractor shall advise the Contract Manager when it is anticipated that normal routes and schedules can be resumed. The Contract Manager shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The Contractor shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented additional expenses based on the rates set forth in Exhibit 1 to this Agreement provided the Contractor has first secured written authorization and approval from the City through the Contract Manager.

6.07 NEWS MEDIA RELATIONS

Contractor shall notify the Contract Manager by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the Contract Manager.

6.07.1 News Releases

Copies of draft news releases or proposed trade journal articles related to the Agreement services shall be submitted to City for prior review and approval at least five (5) business days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in

a shorter period of time, In which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

6.07.2 Copies of Articles

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

6.08 COMMUNITY PARTNERSHIPS

6.08.1 Financial Contribution to Support Non-Profit Organizations

Contractor shall make an annual contribution of twenty-five thousand dollars ($25,000) to the City's Social Services Commission to fund non-profit organizations in the City. The City Council will be the final authority on award of these funds. The aforementioned contribution shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

6.08.2 Financial Contribution to Whittier City Employees Association (WCEA) & Community Engagement Fund

Contractor shall make an annual contribution of five thousand dollars ($5,000) to the Whittier City Employees Association and an additional twenty thousand dollars ($20,000) for a Community Engagement Fund for distribution in the community for local events such as the 4th of July and other events as approved by the City Council. The aforementioned contributions shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

6.08.3 Community Scholarship Program

Contractor will establish an annual Community Scholarship program of five thousand ($5,000) to be awarded to then (10) students (five-hundred dollars ($500) each, to provide financial support to high school senior seeking higher education. Awardees must be residents of the City. The aforementioned contribution shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

6.09 COMPOST GIVEAWAY

Contractor shall provide, at minimum, one compost giveaway event per year at no additional charge. Whittier residents will be allowed to fill up their containers on a first-come, first-serve basis. Contractor shall also provide up to 100 cubic yards per year of compost to the City, at the City's discretion, for use in their parks, parkways, and other areas for beautification, at no additional charge. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events. The aforementioned compost "giveaway" shall be provided at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

6.10 REUSE/UPCYCLING WORKSHOP AND REPAIR CAFÉ

Contractor shall sponsor four (4) Reuse Workshops and Repair Cafes to be hosted by the Whittier Free Store. For this event, teachers will be recruited to work with youth and adults to divert waste into new objects. The Repair Café provides residents a place to meet where tools and handy volunteers are available to assist with fixing broken appliances, devices, clothing, jewelry, etc. Contractor shall assist in promoting these events through their newsletters, website, and billing statements.

ARTICLE 7. REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL

7.01 COLLECTION HOURS AND SCHEDULES

7.01.1 Day and Time of Collection

To preserve peace and quiet, no solid waste may be collected between 6:00 p.m. and 6:00 A.M. from Commercial Premises, or between 6:00 p.m. and 7:00 a.m. from Residential Premises. Contractor must adjust the early morning start point of collection routes to address and minimize service complaints when warranted and as practicable.

The Contract Manager may require the Contractor to change hours of operations in Residential or Commercial/Industrial areas if disruption occurs.

7.01.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor shall not be required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, Residential Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Residential Services being performed on Saturday. Any changes to the Holiday Service collection schedule may only be made as approved by the City in advance.

7.02 COLLECTION ROUTES

Ninety (90) days prior to the Commencement Date of Collection Services, the Contractor shall provide for City approval maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly

commence. If the City has not approved or requested changes within fifteen (15) business day days upon receipt of the service route maps, they shall be deemed as approved.

7.02.1 Collection Routes Changes

The Contractor shall submit to the City, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. The Contractor shall not implement any route changes without the prior review and approval of the Contract Manager and with the concurrence of the Public Works Director. The Contractor shall notify those Customers in writing of route changes not less than thirty (30) days before the proposed date of implementation. The Contractor shall be responsible for all costs associated with changes related to the Solid Waste Collection routes including the cost related to changes to street sweeping routes.

7.03 COLLECTION STANDARDS

7.03.1 Implementation of Service

The Contractor's implementation of the services required by the Effective Date under this Agreement shall occur in a smooth and seamless manner so that Customers and/or Generators do not experience disruption in Collection services when services are initiated on the Commencement Date. Contractor shall be responsible for managing implementation of new Collection Services and other related services and shall do so in accordance with the Implementation Plan prepared by the Contractor.

7.03.2 Servicing Containers

Contractor shall Collect the contents and return each Container to the location where the Occupant properly placed the Container for Collection. Contractor shall place Carts upright and shall properly close and secure Bin lids. Contractor

shall use due care when handling all Containers. Contractor shall not throw, roughly handle, damage, or break Containers.

7.03.3 Missed Pickups – Residential Premises

When notified of a missed pick-up prior to 4:00 P.M., Contractor shall collect the Solid Waste, Recyclable Materials, or Green Waste on the day the notice is received. If notified after 4:00 p.m., Contractor must collect the solid waste no later than the next day.

7.03.4 Missed Pickups – Multi-Family & Commercial Premises

When notified of a missed pick-up prior to 4:00 P.M., the Contractor must collect the Solid Waste, Recyclable Materials, or Green Waste on the day the notice is received, except in cases where access to containers is blocked on the Customer's property. Otherwise, the Contractor must collect the solid waste no later than the next day.

7.03.5 New Customer and Change in Service Levels

Contractor shall deliver Containers and initiate Collection services for a new Customer within five (5) business days of the Customer's request for service. If an existing Customer requests a change in the number or size of the Solid Waste, Recyclable Materials, or Organic Materials Containers and/or frequency of Collection, the Contractor shall deliver additional Containers and/or remove Containers and shall initiate changes in the Collection Services within five (5) business days of the Customer's request for a change in service.

7.03.6 No Commingling of Solid Waste

Contractor shall separately collect and segregate Solid Waste, Recyclable Materials, and Green Waste Materials from each other and shall not commingle these materials at any time without the express prior written authorization of the Contract Manager.

7.03.7 Conditions of Service

Contractor shall collect all Solid Waste, Recycling, or Green Waste Containers that are readily accessible to the Contractor's crew and vehicles and not blocked, where the Carts have been placed curbside or other such location agreed to by the Contractor and Customer that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle.

Contractor shall not be required to Service the following:

1. Carts with Recyclable Materials that have not been segregated from Solid Waste and Green Waste.
2. Waste Carts with Green Waste that has not been segregated from Solid Waste and Recyclable Materials.
3. Carts that exceed the maximum load limit specified by the Container Manufacturer.
4. Any Commercial Solid Waste that is not placed in a Bin unless such Commercial Solid Waste is outside the Solid Waste Bin as a result of overflow.

7.03.8 Set-Out Instructions to Customers

Contractor shall instruct Customers as to any preparation of Solid Waste, Recyclable Materials, or Green Waste and the proper placement of Containers. If Customers are not adhering to Contractor's instructions, Contractor shall notify such Customers in writing.

7.03.9 Non-Collection

In cases of failure to comply with the instructions, Contractor may decline Collection service provided that Contractor leaves an adequate number of Non-Collection Notices on the Container, as determined by the City, indicating the reason for refusing to Collect the material. Such Notices shall also identify the steps Customer must take to recommence Collection service.

7.03.10 Non-Collection Notices

In the event of non-collection, Contractor shall affix to the Container a Non-Collection Notice explaining why Collection was not made. The Non-Collection Notice shall be affixed prominently onto the Container to ensure that it is not inadvertently removed from Cart due to weather conditions. The Non-Collection Notices must be protected from rain, if precipitation is present or forecasted, by placing the Notice in a clear plastic bag prior to affixing to Container.

Contractor shall document Non-Collection Notices recording the date and time of issuance, address of Customer, reason for issuance, name of employee who issued the notice, and truck and route numbers. The warning notice shall be at least two inches by six inches (2" x 6") in size. The Non-Collection Notices must identify the steps the Generator must take to recommence Collection Service.

Contractor shall report monthly to City any Non-Collection Notices issued. Contractor shall take direction from the City with regard to termination or reinstatement of service to a Customer due to numerous Non-Collection Notices issued to the same Customer.

7.03.11 Commercial Bin Overflow

In the case of repeated overflows of Commercial Solid Waste, Contractor shall contact the Commercial Service Customer Management to arrange for an appropriate change in Bin size, Collection frequency or both. In the event, Contractor cannot successfully contact the Commercial Service Customer Management after three attempts, or cannot reach an agreement with such management regarding the change in service, Contractor shall advise the Contract Manager, by e-mail, of the details of the Commercial Solid Waste overages, and the attempts at communication with the Commercial Service Customer Management. The Contract Manager shall respond to Contractor's report and make a final written determination. Within five (5) Work Days of

receipt of the Contract Manager's written determination, Contractor shall change the Collection Service in accordance with such written determination.

7.03.12 Care of Private Property

Contractor's employees shall follow the regular walk for pedestrians while on private property and shall neither trespass nor cross property to the adjoining premises unless the Occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. Contractor shall obtain a signed release of liability form prior to providing service to Customer Premises accessible only by entry into private property such as private streets and driveways or to provide back-yard service. Contractor shall repair, to its previous condition, all damage to private or public property caused by its employees.

7.03.13 Spillage and Litter

The Contractor shall not litter premises and shall exercise all reasonable care and diligence in providing Solid Waste Services so as to prevent spilling or dropping of Solid Waste. The Contractor shall not be responsible for cleaning up sanitary conditions caused by the carelessness of the Customer; however, the Contractor shall clean up any material or residue that are spilled or scattered by the Contractor or its employees.

Contractor shall use its best efforts to prevent spills of fuel, fluids, (such as oil, hydraulic fluid, brake fluid, spilled paint, etc.) or debris on streets, and if such a spill or release of debris occurs, Contractor shall immediately notify the Contract Manager and all proper regulatory authorities of said spill and release of fluids or debris, within two (2) hours of such incident and shall clean, at Contractor's expense, the spilled fluids or debris in coordination with, and to the satisfaction of, City and applicable regulatory agencies. Upon a release of such fluids, the driver shall immediately park the vehicle and it shall remain parked until the leak is repaired. In such event Contractor shall not park the leaking vehicle within two

hundred (200) feet of a storm drain and shall utilize absorbent material, sand bags or other appropriate means to prevent leaking fluids from entering storm drains. In the event of any type of spill or other emergency, Contractor shall be responsible for securing the immediate safety of the vehicle driver, all other employees of Contractor and all persons and property in the surrounding vicinity. Contractor shall meet or exceed all requirements as contained in the National Pollutant Discharge Elimination System (NPDES).

The above paragraphs notwithstanding, Contractor shall clean up any spillage or litter caused by Contractor within two (2) hours upon notice from the City.

7.03.14 Vehicles Equipped with Absorbent, Broom and Shovel

To facilitate such clean-up, Contractor's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

7.04 CONTRACTOR FACILITIES

Contractor shall provide all Facilities needed for vehicle parking and maintenance, container storage and maintenance, employee parking, administration, billing, customer service, and other activities required to fulfill its obligations hereunder. Contractor shall own or lease the Facilities; secure all permits needed to conduct its operations; design, finance, and complete any site improvements; maintain the Facilities; and make any other arrangements necessary to fulfill its obligations required by this Agreement.

7.04.1 Local Office

Contractor shall maintain a local office within fifteen miles to provide customer services such as, but not limited to: bill payment; scheduling of services including on-call bulky waste collection, extra pick-ups and temporary bin service; service initiations, changes or cancellations; and, the documentation and resolution of complaints.

The Contractor's local office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturdays from 8:00 a.m. to noon.

7.05 VEHICLES

On the Commencement Date of this Agreement, Contractor shall take possession of Collection vehicles previously owned by the City as listed in Exhibit 7, and Contractor shall pay the City the sales price specified in Section 8.05. Contractor shall be responsible for paying all taxes and fees associated with the transfer of ownership of the Vehicles. The purchase of the vehicles herein shall be at the sole expense of the Contractor as a Disallowed Cost for "Proposition 218" purposes. Prior to Contractor taking possession of the Collection Vehicles, City shall ensure that each vehicle is in such a condition that it would pass California Highway Patrol BIT inspection criteria. Contractor shall be responsible for paying all taxes and fees associated with the transfer of ownership of the Collection Vehicles. Although the Contractor is required to take ownership of and possession of the Collection vehicles previously owned by the City, the Contractor shall not use such Collection vehicles to provide the Collection services required by this Agreement. The Contractor may sell the Collection vehicles previously owned by the City or use such vehicles to provide services in other jurisdictions. If Collection vehicles previously owned by the City are to be sold or transferred to operations in another jurisdiction, all City-specific paint schemes, logos, phone numbers, advertising, or other identification shall be removed from the vehicles prior to sale or transfer.

At all times during the Term of the Agreement, Contractor shall be responsible for providing all vehicles that may be required for the Collection of Solid Waste that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle

used to respond to complaints and emergencies. Vehicles shall be owned or leased by Contractor.

7.05.1 Specifications

1. Any truck used for the collection or transportation of solid waste within the city shall be leak proof and equipped with a close-fitting cover, which shall be affixed in a manner that will prevent spilling, releasing, dropping, or blowing of any solid waste upon any street or right-of-way.
2. All Collection vehicles used in performance of this Agreement to provide Residential and Commercial Services shall be new as of the Commencement Date. New or used vehicles may be used for On-Call Services, Roll-Off services and support vehicles; however, such vehicles shall be no older than ten (10) years at any time during their use in the City unless such vehicle is a Rebuilt Vehicle.
3. At all times during the term of this Agreement, Contractor's Collection vehicles shall be Compressed Natural Gas (CNG) fueled vehicles or otherwise comply with South Coast Air Quality Management District Requirements and the California Air Resource Board's emission standards as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.
4. All vehicles used by Contractor in providing Collection Services under this Agreement, except those vehicles used solely on Contractor's premises, are to be registered with the California Department of Motor Vehicles.
5. All Collection vehicles must comply with U.S. EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable state noise control regulations.
6. All Collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (Db)A at a distance of twenty-five (25') from the

collection vehicle measured at an elevation of five (5') above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity, for any collection vehicle which has been the subject of more than one noise compliant in a twelve-month period.

7.05.2 Vehicle Identification

Collection vehicles shall be marked with Contractor's name, toll-free number, and the number of the vehicle painted in letters of contrasting color, at least three (3) inches high, on each side and the rear of each vehicle. City must approve truck labeling. No advertising shall be permitted other than the name of the Contractor except that City may place billboards with public notices on vehicles at no additional charge, except the cost of the billboards. Contractor will be responsible for all costs resulting from mounting such billboards unto vehicles.

7.05.3 Vehicle Inventory

Contractor shall furnish the City a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall indicate each Collection vehicle by Contractor-assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status. Each inventory shall also include the tare weight of each vehicle as determined by weighing at a public scale and not at a disposal or other facility scale used by Contractor. Each vehicle inventory shall be accompanied by a certification signed by Contractor that all Collection vehicles meet the requirements of this Agreement.

7.05.4 Vehicle Cleaning

All Collection vehicles shall be washed at least once each week. Collection vehicles shall be thoroughly washed and thoroughly steam cleaned on a regular

basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor agrees to replace or repair to the City's satisfaction, any Collection vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

7.05.5 Vehicle Maintenance

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles, which are not operating properly, shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule.

Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

Contractor shall keep accurate records of all Collection vehicle maintenance and shall make such records available to City upon request. The log shall at all times be accessible to City by physical inspection upon request of Contract Manager, and shall show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

7.05.6 Painting

Contractor shall repaint all vehicles (including vehicle's striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Manager, but not less often

than every five (5) years for any Collection vehicle more than five (5) years old, beginning July 1, 2015.

Contractor shall repaint any or all Collection vehicles within thirty (30) days' notice from City, if City determines that their appearance warrants painting. City must approve vehicle color.

7.05.7 Vehicle Operation

Vehicles shall be operated in compliance with Federal, State and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq., and all applicable safety and local ordinances. Annually, Contractor shall provide the City with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by Federal, State, or local weight restrictions on vehicles or roads.

7.05.8 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Contractor shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated there under and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 et seq.) and the regulations promulgated there under, as applicable to the vehicle. Contractor shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Contract Manager.

7.05.9 California Heavy-Duty Inspection Program

No later than July 1, 2016, Contractor shall submit to the Contract Manager verification that each of the Contractor's Collection vehicles has passed the California Heavy-Duty Vehicle Inspection. Thereafter, Contractor shall cause each vehicle in Contractor's Collection Fleet to be tested annually in the California Heavy-Duty Inspection Program and shall submit written verification to City within ten (10) Work Days of the completion of such test. Contractor shall not use any vehicle that does not pass such inspection.

7.05.10 Vehicle Inspections

Upon City request, Contractor shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Contractor receives a terminal rating below satisfactory, Contractor shall notify the City, and Contractor is in violation of the Agreement. Contractor has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six (6) months, then the Contractor shall be considered in default of the Agreement and the City may terminate this Agreement.

7.06 CONTAINERS

On the Commencement Date of this Agreement, all Containers used by the City to Collect Solid Waste, Recyclable Materials, and Green Waste from Residential, Multi-Family and Commercial Premises shall become property of the Contractor; and the Contractor shall purchase such Containers from the City by paying the City the sales price specified in Section 8.05. Contractor shall be responsible for paying all taxes and fees associated with the transfer of ownership of the Containers. The City shall leave such Containers at each Customer's service location for immediate use by Contractor and to minimize disruptions in service to Customers. Contractor may elect to use the Containers previously owned by the

City or to replace such Containers with the exception of Carts with a capacity of 96 gallons or less. All Carts with a capacity of 96 gallons or less used in performance of this Agreement to provide Residential and Commercial Services shall be new as of the Commencement Date. New or used Bins, Roll-boxes, and 300-gallon Carts may be used provided they are in good condition.

If Contractor elects to continue to utilize the Containers, Contractor shall be responsible for removing all City-specific identification from the Containers through repainting or the application of high-quality waterproof stickers within ninety (90) days of acquiring such Containers from the City. If Contractor chooses to replace Containers, the Contractor shall remove the Containers previously owned by the City and reuse or Recycle the Containers. If Contractor chooses to sell or transfer Containers to another operation, Contractor must remove all City-specific identification prior to such sale or transfer.

7.06.1 Carts

Purchase and Distribution of Carts

Each Residential Customer will be provided at no charge one (1) 96-gallon Cart for Solid Waste Cart, one (1) 96-gallon Cart for Source-Segregated Recycling, and one (1) 96-gallon Cart for Source-Segregated Green Waste. Customers may request additional Carts for Solid Waste, Source-Segregated Recycling or Source-Segregated Green Waste Collection. In addition, Contractor shall provide 32- and 64-gallon carts as substitutes. No discount will be given for use of smaller carts.

The Contractor shall be responsible for the purchase and distribution of fully assembled and functional Carts to Customers in the Service Area. All Carts provided by Contractor utilized in the performance of this Agreement shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below.

All Carts selected shall be subject to City's approval. Carts must meet color, size, uniformity and quality requirements of the City. The City will not permit Carts with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Contractor to replace such Carts.

Cart Capacity

The references in Sections 4.02, 4.03 and 4.04 to Cart sizes of 96, 64 and 32 gallons may be approximate. The Cart size may fall within the following range:

- 30 – 35 gallons
- 60 – 70 gallons
- 90 – 101 gallons

The selected sizes must be consistent throughout the City for a uniform appearance.

Cart Color and Appearance

The Carts for Solid Waste, Source-Segregated Recycling, and Source-Segregated Green Waste will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container. Carts for Solid Waste will be black. Carts for Source-Segregated Recycling will be blue. Carts for Source-Segregated Green Waste will be green. Cart colors shall be consistent throughout City.

Cart Labeling and Hot Stamping

Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn. Cart labels and hot stamps will include specific instruction on what

materials should and should not be placed in each Cart. Carts shall include the telephone number to call for Bulky Waste Collection.

Replacement of Carts

Contractor's employees shall take care to prevent damage to carts by unnecessary rough treatment. Any cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Customer.

Upon notification to the Contractor by the City or a Customer that the Customer's Solid Waste, Recycling, or Green Waste Cart(s) has been stolen or damaged beyond repair, the Contractor shall deliver a replacement cart(s) to such Customer within five (5) Work Days at no additional cost unless Contractor can demonstrate to the Contract Manager beyond a reasonable doubt that the damage or loss was due exclusively to the Customer's intentional or negligent behavior. The Contract Manager shall make the final determination. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Contractor upon Customer request. The Contractor shall maintain records documenting all Cart replacements occurring on a monthly basis.

Contractor shall be responsible for graffiti removal within one (1) business day at no additional charge to the Customer or to City.

Each Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Cart for Solid Waste, one (1) lost, destroyed, or stolen Cart for Source-Segregated Recycling, one (1) lost, destroyed, or stolen Cart for Source-Segregated Green Waste, on two occasions during the life of this Agreement at no cost to the Customer, unless caused by the fault of the Customer. Except in the case of a cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a cart rather than repair it on-site, Contractor shall be compensated for the cost of those replacements in excess of two (2) per type of cart per Customer during the life of

the Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under the terms of this Agreement.

Contractor understands and agrees that this provision is intended to be applied on a per-cart-type basis and accordingly each Customer could receive up to six (6) replacement carts, two (2) of each type, during the life of the Agreement.

Repair of Carts

Contractor shall be responsible for repair of carts in the areas to include but not be limited to, hinged lids, wheels and axles, unless caused by the fault of the Customer. Within five (5) Work Days of notification by the City or a Customer of the need for such repairs, the Contractor shall repair the cart or, if necessary, remove the cart for repairs and deliver a replacement cart to the Customer.

Cart Delivery, Removal or Exchange

Upon notification to the Contractor by the City or a Customer requesting delivery, removal or exchange of Cart(s), the Contractor shall complete such request within five (5) Work Days.

Each Cart-serviced Customer is eligible to receive up to six (6) free Cart deliveries, removals or exchanges during the term of this Agreement. Accordingly, Contractor shall be compensated for the cost of those Cart deliveries, removals, or exchanges in excess of six (6) per Customer per Agreement Year, in accordance with the "Cart Delivery, Removal or Exchange" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Ownership of Solid Waste, Recycling and Green Waste Carts

Ownership of Solid Waste, Recycling, and Green Waste Carts shall rest with the Contractor. However, all Carts provided under this Agreement will become the property of the City upon termination of this Agreement, although the City retains

the right to direct the Contractor to remove and dispose of the Carts at the termination of the Agreement at no additional charge.

Collection of Customers' Discarded Collection Containers

The Contractor shall collect used, discarded, or unwanted collection containers used for collection prior to July 1, 2016, at no cost. To the extent feasible, Contractor shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers.

7.06.2 Bins

Purchase and Distribution of Containers

The Contractor shall be responsible for the purchase and distribution of Containers such as Bins and Roll-Off Boxes to all Commercial Customers in the Service Area.

Contractor shall also distribute Containers to new Commercial Customers that are added to the Service Area during the term of this Agreement. Distribution of Containers shall be completed within five (5) Work Days of receipt of the request by the Commercial Customer.

Replacement of Containers

Care shall be taken by Contractor's employees to prevent damage to Bins and Roll-Off Boxes by unnecessary rough treatment. Any Container damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense, within five (5) business days at no cost or inconvenience to the Customer.

Repair of Containers

Contractor shall be responsible for repair of Bins and Roll-Off Boxes at no additional charge, unless caused by the fault of the Customer. Within five (5) Work Days of notification by the City or a Customer of the need for such repairs, the Contractor shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Container to the Customer. Container

repair shall also include the removal of graffiti from the Container within forty-eight (48) hours' notice by the Customer or the Contract Manager.

Bin Exchange

Upon notification to the Contractor by the City or a Customer that a change in the size or number of the Bins is required, the Contractor shall deliver such different-sized or number of Bins to such Customer within five (5) Work Days.

Ownership of Containers

Ownership of Bins or Roll-Offs Boxes distributed by the Contractor shall rest with the Contractor.

Annual Cleaning

Once each Agreement Year, at no charge to the Commercial Customer, Contractor shall clean all Bins at a Commercial Premise or shall replace the dirty bins with clean bins and remove the dirty bins for cleaning.

Bin Enclosure Cleanout

Contractor is responsible for cleaning out Customers' overflowing Bins and enclosures within twenty-four (24) hours of notification by City at no additional cost. Contractor may follow the procedures in Section 7.03.11 to address habitual offenders.

Bin Signage, Painting, and Cleaning

All metal bins of any service type furnished by the Contractor shall be either painted or galvanized. All bins, metal or plastic, shall display the Contractor's name, Contractor's customer service telephone number, and the number of the bin and shall be kept in a clean and sanitary condition. Such bins as are provided by the Contractor shall be steam cleaned by the Contractor as frequently as necessary so as to maintain them in a sanitary condition. At a minimum, Contractor shall steam clean the bins once per year at Contractor's

expense. Bins will be subject to periodic, unscheduled inspections by the City and determination as to sanitary condition shall be made by the City.

7.07 PERSONNEL REQUIREMENTS

General

Contractor shall furnish such qualified drivers, mechanical, supervisory, Customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the City.

Hiring of City Employees

Forty-five (45) calendar days prior to the Commencement Date, Contractor shall offer employment to all City employees [Listed in Exhibit 8]. Any City employee offered a position must pass a physical, which physical shall not exceed the standards set by Contractor for all its employees in similar positions. Contractor shall have no obligation to hire a City employee that fails the physical. In the Contractor's written employment offer, Contractor shall describe the wages and benefits Contractor will provide such City employees. On or before the Commencement Date, Contractor shall employ the City employees that accepted the Contractor's employment offer and shall guarantee employment of such Persons for a period of twelve (12) months, except that Contractor may terminate any employee for cause, as defined by Contractor in the written employment offer. In the event that a City employee fails a California Department of Motor Vehicles background check or pre-employment drug and alcohol screening or that any employee is terminated for cause, Contractor shall be relieved of the obligation to employ that specific City employee. In such a case, Contractor shall

be required to extend an offer of employment to another City employee within that job classification under the same terms and conditions set forth above.

Contractor shall provide all City employees subsequently hired by Contractor the following benefits;

- A signing bonus of twenty-thousand dollars ($20,0000 payable in three payments with the first payment of $5,0000 upon 30 days of employment, the second payment of $10,000 upon 90 days of employment and the third and final payment of $5,000 at the one year anniversary of employment.
- Current seniority levels for wages and vacation compensation.
- Current rate of pay and eligibility for wage raise on employment anniversary.
- Health, dental and EyeMed Vision insurance for employee and family at no cost to the employee.
- Safety bonuses and quarterly recognition.
- All equipment, boots and uniforms necessary to perform employment duties.

Provision of Field Supervisor

Contractor shall designate at least one (1) qualified full time equivalent employee for every fifteen (15) full time equivalent routes as supervisor of field operations and such Person shall devote at least seventy percent (70%) of his or her time in the field checking on Collection operations, including responding to Complaints.

Driver Qualifications

All drivers shall be trained and qualified in the operation of Collection vehicles they operate and must have in effect a valid license, of the appropriate class, issued by the State Department of Motor Vehicles. Contractor shall use the Class B California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety. Each driver of a Collection vehicle shall be proficient in written and spoken English. Each driver of a Collection vehicle shall at all

times comply with all applicable state and federal laws, regulations and requirements.

Customer Service Representative Training

Customer service representatives shall be trained on specific City service requirements, a minimum of once per quarter. A City information sheet shall be provided to each Customer service representative for easy reference of City requirements and general Customer needs. The information sheet, training agenda, employee sign-in sheet, and associated documentation shall be forwarded to the City each quarter after the training.

Safety Training

Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment or who are otherwise directly involved in such Collection. Contractor shall train its employees involved in Collection to identify, and not to collect, Hazardous Waste or Infectious Waste.

No Gratuities

Contractor shall not permit its employees to accept, solicit, or demand directly or indirectly, any additional compensation, or gratuity from Customers or members of the public for Collection. If any Contractor employee is found to have accepted compensation in exchange for providing services at no charge or for a reduced charge, such employee shall, at a minimum, be reassigned to a position which prevents them from providing service directly to Customers.

Employee Conduct and Courtesy

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall

take all appropriate corrective measures. The Director of Public Works or designee Manager may require Contractor to reassign an employee, if the employee has conducted himself or herself inconsistently with the terms of this Agreement.

Uniforms

While performing services under this Agreement, all of the Contractor's employees performing field service shall be dressed in clean uniforms that include the employee's name and/or employee number, and Contractor's name, as approved by the Contract Manager. No portion of this uniform may be removed while working. No portion of the uniform shall contain advertising from the public sector.

7.08 PERFORMANCE REVIEW

7.08.1 Performance Hearing

Contractor acknowledges and agrees that one of the City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent possible.

City may hold a meeting or a public hearing annually to review Contractor's Solid Waste Services, source reduction, processing and other diversion services and overall performance under this Agreement. The purpose of the Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review

Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding the AB 939, AB 341 and AB 1826 mandates, regulatory constraints, results of audits, and Contractor performance. City and Contractor may each select additional topics for discussion at any Performance Review Meeting.

City shall notify Contractor of its intent to hold a Performance Review Meeting at least sixty (60) calendar days in advance thereof. Thirty (30) calendar days after receiving notice from City of a Performance Review Meeting, Contractor shall submit a report to City which may contain such information as it wishes to have considered, and shall contain the following:

a) Current diversion rates and a report on Contractor's outreach activities for the past year.
b) Recommended changes and/or new services to improve City's ability to meet the goals of state law and to contain costs and minimize impacts on rates. A specific plan for compliance with state law shall be included.
c) Any specific plans for provision for new or changed services by Contractor.
d) Customer complaint records. The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Meeting. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints before or during the Meeting, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Contractor to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof.) Should City require expanded or new services as a remedy for Contractor's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Contractor shall be subject to the provisions of Section 14.07.2.

7.08.2 Contract Compliance Audit

The City reserves the right to conduct contract compliance audits of Contractor's payments, operations and financial records. The Contractor shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the Contract Manager, to ride in the Collection vehicles, to inspect records consistent with the terms of this agreement and to review and inspect all other information and facilities necessary to conduct the audits. The Contractor shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the Contract Manager to conduct such audits. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to, Customer Service levels and Billing, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9, and verification of diversion rate.

If inaccuracies are found, City may expand the scope of the audit and recover from the Contractor any additional audit costs resulting from the expanded scope.

The contract compliance audits shall be performed by a qualified independent third party consultant with expertise in the solid waste and recycling industry in California. Such consultant shall be selected by the City in its sole discretion. Contractor shall reimburse City up to fifty thousand dollars ($50,000) for the actual and reasonable costs incurred in conducting the review.

ARTICLE 8. FEES AND COST RECOVERY CHARGES PAID TO THE CITY

8.01 FRANCHISE FEE PAYMENT

In consideration of the exclusive rights provided Contractor herein, Contractor shall pay Franchise Fees to the City each month equal to ten percent (10%) of actual Gross Receipts remitted by Residential Customers for Solid Waste Collection services and thirteen percent (13%) of actual Gross Receipts remitted by Commercial and Multi-Family Customers for Solid Waste Collection service.

8.02 CITY SOLID WASTE COLLECTION PROGRAM FEE

The Contractor shall pay the City a Solid Waste Collection Program Fee each month equal to seventy-five thousand dollars ($75,000). The City shall use the fee to offset expenses related to contract management, compliance, monitoring, and enforcement. Compliance audits may include verification of billing, fee payments, gross receipts, tonnage, cost components used in the rate adjustment formula, diversion rates and waste audits.

The City shall retain the sole right to set priorities for its contract monitoring and enforcement among City personnel and/or independent consultants.

8.03 PROCUREMENT REIMBURSEMENT PAYMENT

The Contractor shall reimburse the City for its costs related to the procurement and negotiation of this Agreement in the amount of One Hundred Fifty Thousand Dollars ($150,000) within ten (10) Business Days of the City's execution of this Agreement. The herein costs shall be paid at the sole cost of the Contractor and may not be passed through to the Customers as a Disallowed Cost for "Proposition 218" purposes.

8.04 SIGNING FEE

The Contractor shall pay the City a signing fee equal to five million dollars ($5,000,000) within ten (10) Business Days of the City's execution of this Agreement. The herein signing fee is paid at the sole cost of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

8.05 EQUIPMENT PROCUREMENT

The Contractor shall pay to the City to the amount of one-million two-hundred nineteen thousand six-hundred eighty-two dollars ($1,219,682) within ten (10) Business Days of the Commencement Date of this Agreement for purchase of City owned equipment including vehicles listed in Exhibit 7. The herein equipment purchase shall be at the sole expense of the Contractor as a Disallowed Cost for "Proposition 218" purposes.

8.06 RECYCLABLE MATERIALS PAYMENT

The Contractor shall pay the City a Recyclable Materials Payment annually equal to seventy-three thousand three-hundred ninety-seven dollars ($73,397) of Recyclable Materials Collected by Contractor in the Service Area and delivered to the Approved Recyclable Materials Processing Site during the preceding year.

8.07 SALES TAX REVENUE

Contractor will establish a point of sale office in the City of Whittier and will utilize that office as the purchasing center or buying company for trucks, equipment and supplies. Contractor shall take all steps necessary including preparation and submittal of documentation to appropriate federal, state of municipal agencies, to ensure the sales and use tax revenues resulting from the purchase of those trucks, equipment and supplies accrue to the benefit of City. Contractor shall be solely responsible for ensuring the establishment of the point of sale office in compliance with the law without the participation or assistance from the City.

Contractor will be responsible for any and all liability which may arise from the resulting sales tax payment revenue and its distribution.

8.08 PAYMENT SCHEDULE AND LATE FEES

On or before the twentieth (20th) day of each month during the Term of this Agreement, Contractor shall remit to City Franchise Fees and other fees as described in this Article. If such remittance is not paid to the City on or before the twentieth (20th) day of any month, Contractor shall pay the fees due plus ten percent (10%) interest. Each monthly remittance to City shall be accompanied by a statement itemizing each fee paid; detailing calculation of all fees; and stating actual Gross Receipts by service type, for the monthly period collected from all operations conducted or permitted by this Agreement. Each remittance including all supporting documentation shall be provided to:

Attn: Contract Manager, City Clerk-Treasurer & City Controller
City of Whittier
13230 Penn Street
Whittier, CA 90602

8.09 ACCEPTANCE OF PAYMENT BY CITY

No acceptance by City of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by City. If, after the audit, such recompilation indicates an underpayment, Contractor shall pay to City the amount of the underpayment within ten (10) days of receipt of written notice from City that such is the case. If, after the audit, such recompilation indicates an underpayment of more than one-half percent (0.5%) of the amounts as specified in Sections 8.01, 8.02, 8.03, 8.04, 8.05, and 8.06, Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and

recompilation, within ten (10) days of receipt of written notice from City that such is the case. Contractor shall pay interest to the City for any underpayment at an annual rate of ten percent (10%). Should an audit disclose that Customers were overcharged for the period under review, Contractor shall refund to Contractor's Customers or to City, as directed by City, any overcharges within thirty (30) days following the date of the audit. Undercharges shall not be billed in arrears for more than ninety (90) days of service, with any remaining undercharges absorbed by Contractor. Should an audit disclose that fees were overpaid by the Contractor to City, City shall issue a credit against future fees payable by Contractor in the amount of any overpayments made during the period ninety (90) days prior to the date of the audit, less costs and expenses incurred in connection with the audit and recompilation.

ARTICLE 9. CHARGES AND RATES

9.01 INITIAL RATES

The rates that Contractor may charge Customers through the Rate Period ending June 30, 2017 shall not exceed the maximum rates set forth in Exhibit 1.

9.02 SCHEDULE OF FUTURE ADJUSTMENTS

Beginning with the Rate Period starting July 1, 2017 and ending on June 30, 2018 and for all subsequent Rate Periods, the maximum rates shown in Exhibit 1 may be adjusted upon request as described in this Article 9. The Contractor shall submit its request in writing directly to City staff or via certified mail, on or before March 15, 2017 and each succeeding year. Failure to submit a written request by March 15th of each year shall result in Contractor waiving the right to request such an increase for the subsequent Rate Period. Missed rate adjustments may not be added to rate adjustment applications in ensuing years. The rates shall decrease automatically in accordance with Section 9 if either the disposal gate fee or the Consumer Price Index decreases. Rate adjustment calculations shall be separately performed for Residential Service rates (Exhibit 2A), Commercial Service rates (Exhibit 2B), Roll-Off Box and Temporary Service rates (2C), and Other Service rates. City shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.

9.02.1 Rate Adjustment Process

Any request for a rate adjustment requested pursuant to this Article 9, that would result in an increase in the rate then charged to the Customer, or the establishment of a new fee/rate, will require approval through a process ("Process") consistent with Article XIII C and D of the California Constitution

(Commonly known as Propositions 218). City shall cooperate with Contractor to submit the requested rate increase, or fee establishment, to the Process. Should the rate increase fail to be approved in the Process due to a majority protest or other public action, the City shall not be in default of this Agreement and shall not be liable to pay for any fee not approved in the Process. City and Contractor agree to meet and confer to discuss the impact of such failure to obtain approval of a rate increase, or establishment of a new fee, on either Party's ability to perform under this Agreement.

9.02.2 Cost Component and Rate Adjustment Indexes

The approved rates consist of the following cost components, followed by the initial weightings of each component. Each cost components may be adjusted by the change in the corresponding index as provided below. See Section 9.02.3 for detailed rate adjustment procedures.

		% o Costs (1)			Rate Adjustment Index	Starting Index
	Cost Component	Residential	Commercial	Roll-Offs		
A.	Collection	70%	65%	100 %	Consumer Price Index - All Urban Consumers, All items – Los Angeles – Riverside – Orange County, CA capped at 3.5%.	Initial CPI index will be December 2015.
B.	Disposal	20%	35%	100 %	Actual change at Savage Canyon Landfill.	Initial index will be $43.32.
C	C&D Service	n/a	n/a	100	Consumer Price Index - All Urban Consumers, All items – Los Angeles – Riverside – Orange County, CA capped at 3.5%.	Initial CPI index will be December 2015.
C1.	C&D Disposal	n/a	n/a	100 %	Actual change at Puente Hills MRF for Solid & Inert Waste	The initial index will be 49.25
D.	Green Waste	10%	35%	n/a	Actual change in the per ton posted gate rate at Puente Hills Landfill capped at 5.0%.	Initial index will be $39.50 per ton.

D.	Other Service (including C&D Processing)	n/a	n/a	100 %	Consumer Price Index - All Urban Consumers, All items – Los Angeles – Riverside – Orange County, CA capped at 3.5%	Initial CPI index will be December 2015.

(1) Weightings may be adjusted for the rate adjustment following, and based upon results from each audit per Section 7.08.2.

9.02.3 Rate Adjustment for Residential Services and Commercial Solid Waste Services

Residential Services rates and Commercial Services rates will be adjusted using the same method, but will be calculated separately due to the differences in the weightings of the Collection and Disposal components for each Customer type, as listed in Section 9.02.2.

Step One – Calculate the percentage increase or decrease in Collection, Disposal, and Green Waste Component indices listed in Section 9.02.2. The increase or decrease in the Collection Component index will be based on the twelve (12) month period ending December prior to the July 1 when the rate change will take effect.

The Disposal index will be based on the actual percentage change in the gate rates at Savage Canyon Landfill. The Green Waste index will be based on the posted gate rate Puente Hills Landfill. The percentage increase for the Collection Component Index shall not exceed 3.5% for any Rate Period. The percentage increase for the Green Waste Component index shall not exceed 5% for any Rate Period.

Step Two – For rate adjustments prior to the first audit (see Section 7.08.2). Cost components are weighted as listed in Section 9.02.2. For subsequent rate adjustments, the relative weightings of the Collection and Disposal cost components will be determined by the most recent audit conducted per Section 7.08.2.

Multiply the percentage changes for the Collection and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

Step Three – Multiply the weighted permitted percent change from Step Two by the existing maximum Residential Services rates, Commercial s Services rates to determine the increase or decrease in maximum rates. Then add (subtract) the change in rates to (from) the existing maximum rates to determine the new maximum rates. See Exhibits 2A and 2B for examples of rate adjustments procedures.

9.02.4 Rate Adjustment for Roll-Off Box & Other Services

Roll-Off box rates and Other Services rate adjustments will be calculated separately for the Collection (Pull), Disposal, and C&D Service Component, as listed in Section 9.02.2.

Step One – Calculate the percentage increase or decrease in Collection and Disposal Component indices listed in Section 9.02.2. The increase or decrease in the Collection and C&D Service Component index will be based on the twelve (12) month period ending December prior to the July 1 when the rate change will take effect.

The Disposal index for solid waste roll-off boxes will be based on the actual percentage change in the gate rates at Savage Canyon Landfill. The disposal rate for C&D debris boxes and for clean inert 10 cubic-yard boxes will be based on the Puente Hills MRF rate. The percentage increase for the Collection and MRF Service Component Indices shall not exceed 3.5% for any Rate Period.

Step Two – For rate adjustments prior to the first audit (see Section 7.08.2). Cost components are weighted as listed in Section 9.02.2. For subsequent rate adjustments, the relative weightings of the Collection and Disposal cost

components will be determined by the most recent audit conducted per Section 7.08.2.

Multiply the percentage changes for the Collection, MRF Service and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

Step Three – Multiply the weighted permitted percent change from Step Two by the existing maximum Roll-Off pull rate, Roll-Off per ton disposal, Roll-Off per ton C&D Processing, and other rates. Then add (subtract) the change in rates to (from) the existing maximum rates to determine the new maximum rates. See Exhibits 2C for examples of rate adjustments procedures.

9.02.5 Rate Adjustment for Source-Separated Single-Stream Recycling for Commercial and Multi-Family Premises

The rates for Source-Separated Single-Stream Recycling Collection for Commercial and Multi-Family Premises shall not exceed 75% of rates for Commercial and Multi-Family Solid Waste Collection.

9.02.6 Rate Adjustment for Green Waste Collection for Commercial and Multi-Family Premises

The rates for Green Waste Collection for Commercial and Multi-Family Premises shall be calculated as described in Section 9.02.3 except that the Green Waste Component index will be used instead of the Disposal Component index.

9.03 EXTRAORDINARY ADJUSTMENT

Contractor may petition the City in writing at reasonable times other than that allowed under Section 9.02 for an adjustment in the maximum rates due to (i) extraordinary circumstances beyond Contractor's control, or (ii) due to new programs and services requested by City as provided herein. Contractor shall provide documentation and analysis to the satisfaction of City of the reasons for

such adjustment. Petitions regarding extraordinary circumstances beyond the Contractor's control shall satisfy all of the following conditions: (i) materially alters Contractor's operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; and (iii) by all reasonable expectations will continue for a period of at least six (6) months. Such changes shall not include changes in the market value of Recyclables or inaccurate estimates by the Contractor of its cost of operations.

Contractor's request shall contain substantial proof and justification to support the need for the adjustment. For each request brought pursuant to this section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past two years for the services provided under this Agreement.

The City may request from the Contractor such further information as it deems necessary to fully evaluate the request and make its determination. City may request a copy of the Contractor's annual financial statements in connection with the City's review of Contractor's rate adjustment request. City shall review the Contractor's request and, in City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. City Council may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The City and Contractor may make changes in the service levels under the Franchise sufficient to avoid the need for a rate adjustment. Extraordinary rate adjustments shall only be effective after approval by City Council and may not be applied retroactively.

ARTICLE 10. RECORD KEEPING AND REPORTING REQUIREMENTS

10.01 GENERAL

Contractor shall compile and maintain records related to its performance under this Agreement as necessary to develop the reports required by this Agreement. Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the City, AB 939, AB 341, other Applicable Laws, and the requirements of this Agreement.

Record keeping and reporting requirements specified in this Agreement shall not be considered limiting or necessarily complete. In particular, Article 10 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports. Upon written direction or approval of City, the records and reports required by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Contractor shall maintain all records necessary to allow the City to determine Contractor's compliance with the Terms of the Agreement and compliance with the Performance Standards presented in this Agreement. The records shall be maintained in a manner that allows for easy verification of Contractor's performance.

10.02 RECORD KEEPING

10.02.1 General

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City. In order to set Contractor's compensation pursuant to Article 9, it is necessary for Contractor to maintain accurate, detailed financial and operational information in a

consistent format and to make such information available to the City in a timely fashion, and in accordance with reporting requirements specified in this Article.

10.02.2 Inspection of Records

City shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement, and Contractor's performance provided for in this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives for review. The City, its auditors and other agents selected by the City, shall have the right, during regular business hours, to conduct unannounced on-site inspections and review of the records and accounting systems of Contractor and to make copies of any documents relevant to this Agreement.

10.02.3 Retention of Records

Unless otherwise herein required, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus at least five (5) years after expiration or early termination of the Agreement. Records and data shall be in a chronological and organized form and readily and easily interpreted. At the City's request, records and data required to be retained shall be retrieved in a timely manner (which shall not exceed more than ten (10) business days unless Contractor obtains prior written approval from the City) by Contractor and made available to the City.

Contractor shall maintain copies of all Billings and Billing collections (e.g., Customer payments) records or copies of Billing summary reports (that

document all Billings and Billing Collections for each Customer) for five (5) years, following the date of Billings, for inspection and verification by City.

Records and data required to be maintained that are not specifically directed to be retained that are, in the sole opinion of the City, material to the determination of Contractor's compensation or rates or to determine Contractor's performance under this Agreement, shall be retrieved by Contractor and made available to the City in a timely manner (which shall not exceed ten (10) business days unless Contractor obtains prior written approval from the City). When records and data are not retained or provided by the Contractor, the City may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action the City takes.

10.02.4 Record Security

Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and/or records shall be protected, backed up, and stored at a separate site from the original data.

10.02.5 Accounting Records

Contractor shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Billing, gross receipt, rebate and disposal records only shall be subject to audit, copy, and inspection. Contractor shall maintain and preserve all billing, gross receipts, rebate and disposal records for a period of not less than five (5) years following the close of each of the Contractor's fiscal years.

10.02.6 Collection Service Records

Contractor shall maintain and retain records relating to:

1. Customer and Billing information including, but not limited to, the following for each Customer:
   a) Names, addresses, and phone numbers of Customer, billing contact person, and, if appropriate, for property manager or on-site contact person;
   b) Solid Waste service level, Recyclable Materials service level, and Organic Materials service level (where service level includes the number of Containers, size of each Container, and the Collection frequency of each Container);
   c) Special services (e.g., Backyard and Special Handling Collection for Residential Premises, push/pull charges, lock/unlock charges, etc.);
   d) Contractor's Customer and Billing system shall allow for information to be compiled easily and separately for each Service Sector.
2. Route sheets and route maps identifying the accounts serviced by each Collection vehicle.
3. Tonnage of Solid Waste, Recyclable Materials, and Green Waste Materials listed separately by materials type and Service Sector and the facility where materials were delivered.
4. Monthly Overall Diversion Level, monthly Residential Diversion Level, and the monthly Commercial Diversion Level (each stated as a percentage).
5. Recyclable Materials and Green Waste Collection participation and set-out rates.

10.02.7 Other Records

Contractor shall maintain all other records reasonably related to provision of Collection Services or necessary to comply with, or document compliance with, state law, whether or not specified in this Agreement.

10.02.8 Customer Service Records

Daily logs of all Complaints and Inquiries provided under this Agreement shall be retained for a minimum of thirty-six (36) months. Contractor shall maintain and

retain customer service center records, which include, but are not limited to the following customer service center statistics.

1. Number of calls received on a daily and monthly basis;
2. Number of calls answered on a daily and monthly basis;
3. Number of abandoned (dropped) calls on a daily and monthly basis;
4. Average abandoned time (i.e., hold time before abandoning call);
5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking with a Customer Service Agent) on a daily and monthly basis;
6. Average Hold Time for incoming calls on a daily and monthly basis;
7. Percentage of calls answered by a person within thirty (30) seconds on a daily and monthly basis;
8. Percentage of calls answered within three (3) minutes on a daily and monthly basis;

10.03 AB 341 REPORTING

10.03.1 Initial Report

Six (6) months after the Effective Date of this Agreement Contractor shall provide City with the following three (3) lists: (1) Commercial Customers participating in Contractor's Commercial Recycling Program; (2) Commercial Customers reporting to Contractor that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Commercial Customers without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name, address, and contact information; (2) indicate whether the Customers are subject to the State's recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Contractor, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable). The foregoing three lists shall be updated on an annual basis and included in the Annual report as described in Section 10.05.

10.04 MONTHLY REPORTING

10.04.1 General

Monthly reports shall be submitted no later than the 20th day of the subsequent month for the previous Month. Monthly reports shall be submitted in hard copy, and shall be provided electronically in software acceptable to the City. At a minimum, Contractor shall report the following to the City: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: Solid Waste, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, and concrete), as well as by customer type (i.e., single family, multi-family, commercial, Roll-Off, etc.); the facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers; the complaint summary for the month summarized by nature of complaints; copies of promotional and public education materials sent during the month, and description of Contractor residential and AB 341 outreach conducted during the month; and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.

10.05 ANNUAL REPORTING

10.05.1 General

Annual reports shall be submitted no later than April 1 for the previous Calendar Year. Annual reports shall be submitted in hard copy, and shall be provided electronically in software acceptable to the City.

10.05.2 Financial Reports

Contractor shall prepare an annual Financial Report for submittal to the City by April 1, 2017, and each April 1st thereafter covering the Contractor's prior

Agreement year operations. At a minimum, the Financial Report shall include the number of Residential Customers and Commercial Customers provided with Collection Services, including any additional services, and the Contractor's gross billing and amount collected for each type of Customer, per ton and total annual disposal and processing fees paid, and the amount received for the sale of recyclable materials.

At the City's request, the Financial Report shall also include Compiled Financial Statements covering all services provided by the Contractor to the City under the terms of this Agreement. If the Contractor has Audited, Reviewed, or Compiled Financial Statements prepared each year by an Independent Certified Public Accountant, those Financial Statements shall be included in the Financial Report submitted to the City.

In the event that the Contractor does not have Financial Statements Audited, Reviewed, or Complied each year, then the Contractor must have Financial Statements prepared by an Independent Certified Public Accountant. Such Financial Statements may be Audited, Reviewed or Compiled at the discretion of the Contractor and shall be included in the Financial Report submitted to the City.

10.05.3 CalRecycle Reports

Contractor shall assist the City to prepare annual reports by providing information required by CalRecycle, including diversion reports and documentation of Recycling program outreach and education. Contractor shall prepare a report that summarizes the following: (1) Commercial Customers participating in Contractor's Commercial Recycling Program; (2) Commercial Customers reporting to Contractor that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Commercial Customers without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name, address, and contact information; (2) indicate whether the Customers are subject to the State's

recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Contractor, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable).

10.05.4 Public Education and Information Activities Summary Report

Contractor shall prepare a report that summarizes the public education and information activities undertaken during the year, including distribution of mailings, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on recycling program participation and include amounts collected from Residential, Multi-Family and Commercial Customers and Recycling education and outreach and documentation as required in AB 341.

10.05.5 Solid Waste Data

The number of Residential, Multi-Family and Commercial Customers and the number of Solid Waste Bins and Carts distributed by size and Customer type.

10.05.6 Recycling Data

Gross tons collected daily on average by material type by route for Residential, Multi-Family and Commercial Recycling service. The average participation rates by quarter relative to the total number of Customers by Customer type. Indicate, by material type (and grade where appropriate), quarterly totals of Recyclable Materials processed and sold including facility name and location, average price received per ton and total recycling revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of Recycling Bins and Carts distributed by size and Customer type. Also provide quarterly totals and location for residue disposed.

10.05.7 Green Waste Data

Include average daily gross tons collected by route. Indicate average daily number of set-outs by route. Indicate average participation rates relative to the total number of Customers in terms of weekly set-out counts. Indicate number of Green Waste Bins and Carts distributed by size and Customer type. Also provide totals and location for Residue Disposed.

10.05.8 Customer Service Log

A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

- A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity. Include description of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

10.05.9 Bin and Cart Inventory

An updated complete inventory of Bins, Carts and Roll-Offs by type and size.

10.05.10 Additional Reporting

The Contractor shall furnish the City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

- Contractor shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements

charged to Customers for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor or pursuant to this Agreement.

- Contractor shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Manager, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at the City offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

ARTICLE 11. INSURANCE

11.01 INSURANCE POLICIES

Contractor shall secure and maintain throughout the term of this Agreement insurance with insurers which are California-Admitted and Best A- and VII rated, or better, to insure against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work for services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

11.01.1 Minimum Scope of Insurance

Insurance coverage shall be at least this broad:

A. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage form CG 00 01, which shall include insurance for "bodily injury", "property damage" and " personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

B. Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto", and endorsement CA 0025.

C. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

D. Either: Employee Blanket Fidelity Bond; or, Commercial Crime Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Crime and Fidelity form CR 00 20.

E. Pollution Legal Liability insurance.

11.02 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain insurance limits no less than:

A. Commercial General Liability: ($10,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
B. Automobile Liability: ($10,000,000) combined single limit per accident for bodily injury and property damage.
C. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California Labor Code and Employers Liability limits of ($1,000,000) per accident.
D. Employee Blanket Fidelity Bond: $500,000 per employee, covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside); or, Commercial Crime Insurance with limits of liability of not less than $1,000,000 per occurrence.
E. Pollution Legal Liability: ($5,000,000) for bodily injury, property damage, and remediation of contaminated site.

11.03 DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to, and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention in order to assure coverage as an "additional insured."

11.04 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability, Automobile Liability Coverage and Pollution Legal Liability Coverages:

1. The City and each of its officers, officials, employees, agents, consultants, and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. The automobile liability is endorsed to contain MCA-90 coverage.

2. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance, or self-insurance maintained by the City, its officers, officials, employees, agents, consultants, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, officials, employees, agents, consultants, or volunteers.
4. Coverage shall state 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.

B. Worker's Compensation Coverage and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents, consultants, and volunteers for losses arising from work performed by the Contractor for the City.

C. Employee Blanket Fidelity Bond or Commercial Crime Insurance should be endorsed to name the City as a loss payee.

D. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to City.

11.05 ACCEPTABILITY OF INSURERS

The Insurance policies required in this Section 11.05 shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger, and a rating classification of A- or better' or authorized by the City Controller & Director of Human Resources or designee.

11.06 VERIFICATION OF COVERAGE

Contractor shall furnish Contractor's insurance agent a copy of these insurance specifications as found in this Article 11.04, and direct the agent to provide the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificated and endorsements are to be received and approved by the City before work commences. Upon request of City, Contractor shall immediately furnish City with a complete copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

A. The Workers' Compensation policy shall contain an endorsement in substantially the following form: "Thirty calendar days' prior written notice shall be given to the City of Whittier in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Public Works Director or designee
City of Whittier
13230 Penn Street
Whittier, CA 90602

B. The Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability insurance policies shall contain endorsements in substantially the following form:

1. "Thirty calendar days' prior written notice shall be given to the City of Whittier in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

   Public Works Director or designee
   City of Whittier
   13230 Penn Street
   Whittier, CA 90602

2. "The City of Whittier, its officers, officials, employees, agents, consultants, and volunteers are additional insureds on this policy." The City requires form CG2010 1185.
3. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Whittier, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
4. "Inclusion of the City of Whittier as an insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one Party had been named as an insured."

11.06.1 Proof of Insurance

Simultaneously with the execution of this Agreement, Contractor shall furnish the City certificates of each policy of insurance required hereunder, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the Contract Manager requests, copies of each policy, together with all endorsements, shall also be promptly delivered to Contract Manager. Renewal certificates will be furnished periodically to Contract Manager to demonstrate maintenance of the required coverages throughout the Term.

11.07 SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

11.08 MODIFICATION OF INSURANCE REQUIREMENTS

The insurance requirements provided in this Agreement may be modified or waived by City, in writing, upon the request of Contractor if the City determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.09 RIGHTS OF SUBROGATION

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and Insured Duties in the Event of an Occurrence,

Claim or Suit as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

ARTICLE 12. INDEMNIFICATION AND PERFORMANCE BOND

12.01 GENERAL INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City and each of its officers, officials, employees, volunteers, consultants, and agents (collectively, indemnitees) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, attorney's fees, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts or omissions of Contractor whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or other plan 1 (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous Waste Collected in the City. Notwithstanding the foregoing, however, Contractor shall not be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at the Designated Disposal Location, or from Processing of Recyclable Materials at the Approved Recyclable Materials Processing Site, including, but not limited to, claims arising under CERCLA unless the claim is a direct result of Contractor's actions or negligence. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and negligence of indemnitees, and as provided below. The foregoing indemnity is intended to operate as an Agreement pursuant to Section 42 USC §9607(e) of CERCLA and

California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability.

If Contractor should subcontract any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless, and defend the indemnitees in accordance with the terms of the preceding paragraph.

This provision is in addition to all other provisions in this Agreement and is intended to survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent City from seeking indemnification or contribution from Persons or entities other than indemnitees, for any liabilities incurred by City or the indemnitees. Contractor's Guaranty Agreement (Exhibit 10) shall extend to the indemnification obligation hereunder.

12.02 ARTICLE XIII INDEMNIFICATION

Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (Commonly Proposition 218), which impacts the City's ability to set or change Rates for the Collection services provided under this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

The City shall not be in default of this Agreement, if it is determined by a court of competent jurisdiction, that it lacks the authority to set Rates and/or increase Rates for charges related to providing service, pursuant to this Agreement. Should a court of competent jurisdiction determine that the City lacks authority to set and/or increase Rates for charges related to Franchise Fee, other City fees, governmental fees and charges then Contractor shall reduce the Rates it charges Customers a corresponding amount, providing said fees, Rates and/or charges disallowed by the court are not related to the cost of providing service

hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any claim, action, or proceeding against the City, its officers, employees, or agents to attack, set aside, void, or annul the current rates for collection services or the approval of any such rates in the future on the grounds that the rates are not in compliance with Article XIII C and/or D (Proposition 218). The City shall promptly notify the Contractor of any such claim, action, or proceeding, and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.

The Proposition 218 indemnification shall not extend to indemnification related to City fees described in Article 8.0 of the Agreement or to any Proposition 218 procedural error, such as proper noticing of the public hearing, that is fully in the control of City.

12.03 INDEMNIFICATION RELATED TO CHALLENGE TO AWARD OF FRANCHISE

Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any claim, action, or proceeding against the City, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning the award of the herein Agreement (Franchise). The City shall promptly notify the Contractor of any claim, action, or proceeding concerning the Agreement and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.

12.04 INDEMNIFICATION RELATED TO PERSONNEL

City shall defend, hold harmless, and indemnify the Contractor and each of its officers for all claims, suits, costs or expenses including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit, arising from compensation, pension, or other benefit due an employee by the City solely as a direct result of his or her prior employment with the City.

12.05 PERFORMANCE BOND

On or before the Effective Date of this Agreement, Contractor shall file with the City a bond, payable to the City, securing the Contractor's faithful performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be $1,500,000 (One Million Five-Hundred Thousand Dollars). The bond shall be executed by a corporation authorized to issue surety bonds in the State, with a financial condition and record of service satisfactory to the City. The performance bond is included in Exhibit 3.

ARTICLE 13. DEFAULT OF AGREEMENT

13.01 TERMINATION FOR BREACH

The City may cancel this Agreement, except as otherwise provided below in this Section, by giving the Contractor thirty (30) calendar days' advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
2. By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, the default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the

Contractor, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

4. The Contractor has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the City and the default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
5. The Contractor has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and the default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
6. In the event that the monies due the City under Section 13.01.4 above or an unsatisfied final judgment under Section 13.01.5 above is the subject of a judicial proceeding, the Contractor shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the City Attorney; or
7. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Manager relative thereto and the default is not cured within thirty (30) calendar days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof [with the Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure the default, and such default will be cured within a reasonable period of time]. Except for matters constituting a Force

Majeure, in the event Contractor fails to provide Collection Services for a period of five (5) consecutive Work Days, the City may secure the Contractor 's records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) calendar days, all liability of the City under this Agreement to the Contractor shall cease and this Agreement may be deemed terminated by the City.

13.02 VIOLATIONS

Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the Contractor's record of performance shows that the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the Contractor, in the opinion of the City and regardless of whether the Contractor has corrected each individual condition of default, the Contractor shall be deemed a "habitual violator", shall be deemed to have waived the right to any further notice or grace period to correct, and all of the defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. In order to be deemed a "habitual violator" such violation must have occurred not less frequently than three (3) times in any Agreement Year. The City shall thereupon issue the Contractor a final warning citing the circumstances therefore, and any single default by the Contractor of whatever nature, subsequent to the occurrence of the last of the cumulative defaults, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the City may terminate this Agreement upon giving of written final notice to the Contractor, such cancellation to be effective upon the date specified in the City's written notice to the Contractor, and all contractual fees due hereunder plus any and all charges

and interest shall be payable to that date, and the Contractor shall have no further rights hereunder. Immediately upon the specified date in such final notice the Contractor shall proceed to cease any further performance under this Agreement.

13.03 EFFECTIVE DATE OF TERMINATION

In the event of events specified in Sections 13.01 or 13.02, and except as otherwise provided in these subsections, termination shall be effective upon the date specified in the City's written notice to the Contractor and upon that date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the City all direct and indirect costs of providing interim Collection Services.

13.04 IMMEDIATE TERMINATION

City may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to provide and maintain the performance bond as required by this Agreement, Contractor fails to obtain or maintain insurance policies endorsements as required by this Agreement, Contractor fails to provide the proof of insurance as required by this Agreement, or Contractor offers or gives any gift prohibited by City Municipal Code.

13.05 TERMINATION CUMULATIVE

City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

13.06 LIQUIDATED DAMAGES

13.06.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

13.06.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages

and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

1.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	$100 per Customer.
2.	Failure to clean up spillage or litter caused by Contractor.	$100 per incident per location, and any other fine levied by state, local or federal agencies.
3.	Failure to repair damage to Customer property caused by Contractor or its personnel	$100 per incident per location.
4.	Failure to maintain equipment in a clean, safe, and sanitary manner.	$100 per incident per day.
5.	Failure to have a vehicle operator properly licensed.	$100 per incident per day.
6.	Failure to maintain office hours as required by this Agreement.	$100 per incident per day.
7.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	$100 per incident per day.
8.	Failure to properly cover materials in Collection Vehicles	$100 per incident, and any other fines levied by state, local or federal agencies.
9.	Failure to display Contractor's name and Customer Service phone number on Collection Vehicles, except for reserve vehicles.	$100 per incident per day.
10.	Failure to comply with the hours or days of operation as required by this Agreement	$100 per incident per day.
11.	Failure or neglect to complete at least ninety percent (90%) of each route on the regularly scheduled collection day.	$100 for each route not completed.
12.	Failure to notify Contract Manager of failure to complete daily routes.	$100 per incident per day.
13.	Changing routes without proper notification to the Contract Manager.	$100 per incident per day.

14.	Commingling residential and commercial solid waste with recyclable materials.	$300 per incident.
15.	Commingling of materials collected inside and outside the City of Whittier without prior approval by the City.	$300 per incident.
16.	Failure to repair or replace damaged carts or bins within the time required by this Agreement.	$100 per incident per day.
17.	Failure to deliver or exchange carts or bins within the time required by this Agreement.	$100 per incident per day.
18.	Failure to have Contractor personnel in proper uniform.	$100 per incident per day.
19.	Disposal of Recyclable Materials in the Disposal Facility without first obtaining the required permission of the City.	$ 300 per incident.
20.	Failure to provide communications equipment.	$100 per incident per day.
21.	Each occurrence of discourteous behavior by collection vehicle personnel, customer service personnel, or other employees of Contractor.	$300 per incident.
22.	Failure to deliver any collected materials to the Disposal Facility, Materials Recovery Facility, Green Waste Processing Facility or Organics Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	$300 per incident.
23.	Delivery to the Disposal Facility of any Solid Waste collected outside of the boundaries of the City of Whittier commingled with Solid Waste collected as part of this Agreement without approval by the City.	$300 per incident.
24.	Each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste.	$300 per incident.
25.	Failure to prepare and mail annual newsletter to all customers by the end of the year.	$100 per day until mailer is sent.
26.	Failure to maintain accurate and complete web site dedicated to the services Contractor provides the City	$100 per day.
27.	Failure(s) to take direction from City, provide data requested by City within twenty (20) Business Days of such a request, or fully cooperate with the City and/or next contractor as required by Section 14.8.	$500 per day.
28.	Failure to perform any of the obligations set forth in this Agreement not specifically stated above and not corrected, or proceeding in good faith to correct, within twenty-four (24) hours of notification by City.	$500 for each obligation per day until obligation is performed.
	If after full implementation of programs, City's is deemed to be non-compliant by CalRecycle.	$500 for each day City is deemed non-compliant by CalRecycle plus all fines and penalties levied by CalRecycle.

13.07 PROCEDURE FOR REVIEW OF LIQUIDATED DAMAGES

The City Manager may assess liquidated damages pursuant to this Agreement on a monthly basis. At the end of each month during the term of this Agreement, the City Manager shall issue a written notice to Contractor ("Notice of

Assessment") of the liquidated damages assessed and the basis for each assessment.

1. The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.
2. The City Manager shall schedule a meeting between Contractor and City Manager or designee as soon as reasonably possible after timely receipt of Contractor's request.
3. The City Manager or the City Manager's designee shall review Contractor's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor.
4. In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination shall be final and City may deduct the liquidated damages from amounts otherwise due to Contractor.
5. City's assessment or collection of liquidated damages shall not prevent City from exercising any other right or remedy, including the right to compel performance or terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement. Liquidated damages shall be in addition to any applicable fines or penalties imposed by third parties, damages owed to third parties and actual cleanup costs.

ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.01 INDEPENDENT CONTRACTOR

In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of City. Contractor shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other benefits which accrued to City employees and Contractor expressly waives any claim it may have or acquire to such benefits.

14.02 COMPLIANCE WITH LAW

Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, the State of California and the City and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

14.03 ASSIGNMENT

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express prior written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor, except for an assignment to an Affiliate of Contractor, which shall not be withheld unreasonably. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be

grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor.

14.04 USE OF SUBCONTRACTOR

The use of a subcontractor to perform services under this Agreement shall not constitute an assignment of Contractor's duties provided that Contractor has received prior written authorization from the Contract Manager to subcontract such services and the Contract Manager has approved a subcontractor who will perform such services. Contractor shall be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. The Contract Manager shall have the right to require the removal of any approved subcontractor for reasonable cause.

14.05 SUBCONTRACTORS

The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that Contractor and subcontractor are independent contractors and have no other agency relationship with City.

14.06 NONDISCRIMINATION

In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex,

color, national origin, religion, marital status or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

14.07 MODIFICATIONS

The City shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of Whittier Municipal Code, or both, to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Collection Services as shall from time to time be necessary and desirable for the public welfare. The City shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters.

14.07.1 Change in Law

The City and the Contractor understand and agree that the California Legislature and regulatory agencies have the authority to make comprehensive changes in Solid Waste Management legislation and regulations, including but not limited to fees and charges imposed under federal, state or local law related to the provisions of solid waste services, and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The Contractor agrees that the terms and provisions of the City of Whittier Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the Contractor located within the Service Area. In the event any future change in the City Code, state law or regulations that materially alters the obligations of the Contractor, the City requests a change in the scope of services, or there is an increase or decrease in a fee or charge applicable to the provision of Solid Waste Services, then the affected service rates, as established

in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and the Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the Contractor due to any modification in this Agreement under this Article. The City and the Contractor shall not unreasonably withhold agreement to such compensation adjustment.

14.07.2 City's Right to Direct Changes

City may direct Contractor to perform additional Solid Waste Collection and diversion services (including new diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Contractor shall be entitled to an adjustment in its Contractor Compensation for providing such additional or modified services, including a profit factor equal to ten percent (10%) of the incremental cost of such additional or modified services. City may utilize cost components provided with Contractor's proposed rates in calculating equitable rate adjustments. If the City Manager and Contractor cannot agree upon the amount of a rate adjustment authorized pursuant to this section, the City Council shall make a final determination and its decision is final and binding.

14.07.3 New or Additional Programs and Services

(a) Contractor shall present, within thirty (30) days of a written request to do so by City, a proposal to provide additional or expanded diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees, by classification).
- Type(s) of Containers to be utilized.
- Type(s) of materials to be collected.
- Provision for program publicity/education/marketing.
- Three-year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- The added cost for providing such additional or expanded diversion services.

(b) In the event that the mandatory diversion rate of 50% under state law is increased or other diversion or waste reduction requirements are imposed by legislative or regulatory action, then City and Contractor agree to meet and negotiate in good faith with respect to necessary compliance programs and corresponding rate increases needed to fund such programs. In order to assist the City in achieving diversion rates and programs mandated by state law in each calendar year during the term of this Agreement, Contractor shall be required to provide and implement, if requested by the City, additional services and programs to the extent necessary to achieve the legally required diversion rate in each calendar year and to comply with all other state mandates regarding diversion, recycling and waste reduction. Without limiting the foregoing, Contractor agrees that the rate for incremental processing or other programs

provided by Contractor directly or indirectly shall not be higher than the lowest rate for the same incremental processing or programs provided to other municipalities by Contractor based upon comparable features and cost factors, and if at any time the rate for the same incremental processing or programs with comparable features and cost factors provided by Contractor directly or indirectly to another municipality is lower than the rate at which City is charged, then the rate applicable to City shall immediately and automatically be lowered to such lower rate.

14.08 TRANSITION TO NEXT CONTRACTOR

In the event Contractor is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Customers; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a location designated by the Contract Manager; coordinating collection of materials set out in new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of Contractor's business, City may, by written request or demand of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and

documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.01 GOVERNING LAW

The law of the State of California shall govern the rights, obligations, duties and liabilities of City and Contractor under this Agreement and shall govern the interpretation of this Agreement.

15.02 JURISDICTION

The parties agree that any litigation between City and Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

15.03 WAIVER

Waiver by City or Contractor of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City shall not be deemed to be a waiver by City of any breach for violation of any term, covenant or condition of this Agreement.

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

15.04 ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or Agreements, whether oral or written.

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

15.05 SECTION HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

15.06 CONSIDERATION

It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

15.07 SEVERABILITY

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations

other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

15.08 DAMAGE BY CONTRACTOR

If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, Contractor shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense.

15.09 ACKNOWLEDGMENT

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

15.10 CONTRACTOR STATUS

Contractor represents and warrants that it is duly organized, validly existing and in good standing under applicable laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

15.11 CONTRACTOR AUTHORIZATION

Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor

have authority to do so. Contractor shall authorize one employee for the City as a single point of contact for issues arising under this Agreement, and Contractor acknowledges and agrees that City may expect and assume that this employee's actions are taken on behalf of and with the full approval of the Contractor.

15.12 REPRESENTATIONS

Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it and, further, that no City employee who acts in the City as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor shall not offer any City officer or designated employee any gifts prohibited by the City.

15.13 PERMITS & LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Contract Manager.

15.14 CITY OWNERSHIP

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by City or Contractor shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Notwithstanding the above, all financial records and data remain the property of Contractor. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the Contract Manager. This Article 15.14 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

15.15 EXEMPT WASTE

The Contractor shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations. If Contractor is aware of any Exempt Waste and chooses not to collect it, Contractor must notify City of the Exempt Waste.

15.16 EXHIBITS

Each of the Exhibits identified as Exhibit "1" through "9" is attached hereto and incorporated herein and made a part hereof by this reference. In the event that requirements, obligations, privileges, or entitlements of the Exhibits conflict with those described in the Agreement, the Agreement shall control.

ARTICLE 16. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

16.01 NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

16.02 CONFLICT OF INTEREST

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

16.03 COVENANT AGAINST DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, or ancestry.

ARTICLE 17. NOTICES

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

City of Whittier
City Manager or His Designee
13230 Penn Street
Whittier, CA 90602

As to the CONTRACTOR:

Arakelian Enterprises, Inc.
Attn: Ronald J. Arakelian III
14048 Valley Boulevard
Industry, CA 91746

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice.

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor through the Customer Service System by the end of the Work Day.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the respective date(s) below each signature.

CITY OF WHITTIER

_____

Jeffrey W. Collier,
City Manager

CONTRACTOR

_____

Ronald J. Arakelian III

ATTEST:

_____

Kathryn A. Marshall, City Clerk-Treasurer

APPROVED AS TO FORM

_____

Richard D. Jones, City Attoryney /Date

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

EXHIBIT 1 – INITIAL RATES

Maximum Residential Services Rates

	Residential Premises – CORE SERVICES	MAXIMUM RATE	
A.	SFD CART SERVICE – One 96-gallon refuse, one 96-gallon recycling, and one 96-gallon green waste carts – weekly collection.	$20.71	Per Month
A1.	Street Sweeping Fee	1.84	Per Month
B.	Utility Users' Tax Exemption Discount	$5.00	Per Month
C.	Additional Refuse Cart(s) – each.	$5.00	Per Month
D.	Additional Green Waste Carts – each after first three.	$5.00	Per Month
E.	First two (2) additional Green Waste Carts and all additional Recycling Carts will be free of charge.	No Charge	
F.	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	$32.83	Per Trip
G.	Cart Replacement due to customer damage.	$55.00	Per Event
H.	On-Call Bulky Waste / E-Waste beyond twelve (12) per year.	$50.00	Per item
I.	Annual Holiday Tree Collection	No Charge	
J.	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line A).	$23.45	Per Month
K.	Cart Roll-Out Service for Residents with Disabilities – Incremental Charge (in addition to base charge in line A).	No Charge	
L.	Senior and Active Military Discount	10%	Monthly Fees & Billings

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

Maximum Monthly Commercial & Multi-Family Service Rates

Container Size	Pickups per week							
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Locking Bin	Extra Dump
1 Cubic Yard	$53.80	$106.95	$160.09	$212.81	$265.95	$319.10	$65.00	$45.00
2 Cubic Yards	$102.79	$195.44	$288.09	$380.78	$473.43	$566.08	$65.00	$45.00
3 Cubic Yards	$149.42	$281.57	$413.73	$545.88	$678.04	$810.19	$65.00	$45.00
4 Cubic Yards	$188.92	$360.58	$532.24	$703.91	$875.57	$1,047.23	$65.00	$55.00
6 Cubic Yards	$266.20	$516.88	$767.56	$1,018.24	$1,268.92	$1,519.60	$65.00	$65.00
96 Gal Cart	$45.84	$98.99	$152.13	$205.27	$258.42	$311.56	$65.00	$45.00
300 Gal Cart	$78.51	$151.41	$224.31	$297.22	$370.12	$443.03	$65.00	$55.00
Scout Service	$35.00	$50.00	$75.00	$100.00	$125.00	$150.00		
Street Sweeping Fee (1st Container Only)	1.84	1.84	1.84	1.84	1.84	1.84		

Maximum Monthly Commercial Source-Separated Single Stream Recycling Service Rates *

Container Size	Pickups per week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra Dump
3 Cubic Yards	$112.06	$211.18	$310.30	$409.41	$508.53	$607.65	$26.00
96 Gal Cart	$34.38	$74.24	$114.10	$153.96	$193.81	$233.67	$26.00

* Commercial Source-Separated Single Stream Recycling Bin shall not exceed 75% of the corresponding Refuse Bin Service Rate.

Maximum Monthly Compactor Service Rates *

Container Size	Pickups per week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Locking Bin
2 Cubic Yards	258.58$	$483.49	$708.40	$933.31	$1,158.22	$1,383.13	$65.00
3 Cubic Yards	$371.76	$692.57	$1,013.38	$1,334.19	$1,655.00	$1,975.81	$65.00

* Compactor Service for Commercial or Multi-Family Premises.

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

Maximum Monthly Green Waste Service Rates

Container Size	Pickups per week							
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Locking Bin	Extra Dump
2 Cubic Yards	$99.29	$188.78	$278.27	$367.80	$457.29	$546.78	$65.00	$35.00
3 Cubic Yards	$144.32	$271.97	$399.62	$527.27	$654.92	$782.57	$65.00	$35.00
4 Cubic Yards	$182.48	$348.29	$514.10	$679.91	$845.72	$1,011.53	$65.00	$45.00
6 Cubic Yards	$257.12	$499.26	$741.39	$983.53	$1,225.66	$1,467.79	$65.00	$55.00
96 Gal Cart	$44.28	$95.61	$146.94	$198.28	$249.61	$300.94	$65.00	$35.00
Scout Service	$35.00	$50.00	$75.00	$100.00	$125.00	$150.00		

Maximum Monthly Commercial & Multi-Family Organics Rates

Container Size	Pickups per week							
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Locking Bin	Extra Dump
96 Gal Cart	$42.16	$83.17	$124.18	$165.19	$206.20	$247.20	$65.00	$35.00
2 Cubic Yards	$134.23	$268.46	$402.69	$536.92	$671.15	$805.38	$65.00	$35.00
3 Cubic Yards	201.35	$402.69	604.04	$805.38	$1,006.73	$1,208.07	$65.00	$35.00

Maximum Commercial Roll-Off & Compactor Service Rates

ITEM	SERVICE	MAXIMUM RATE
A.	Per Pull	$375.00
B.	Per Ton – Disposal Fee	$49.79
C.	Per Ton – C&D MRF	$60.92
D.	Per Ton – Clean Inerts 10 Cubic Yards	$40.23
D.	Daily Rental (after 7 days with no dump)	$20.00
E.	Dead Run	$125.00
F.	Overload Charge over 7 tons.	$75.00

Maximum Commercial Temporary Bin Service Rates

ITEM	TEMPORARY BIN SERVICE	MAXIMUM RATE
A.	3-Yard Bin: Delivery and Removal * 1st Dump	$75.65
B.	3-Yard Bin: Each additional dump	$45.00
C.	3-Yard Bin Dead run	$85.00
D.	3-Yard Bin Rental after 7 days with no dump	$15.00

Maximum Rates – Other Services

	OTHER SERVICES	MAXIMUM RATE	
A.	On-Call Bulky Waste (Commercial)	$50.00	Per Item
C.	Emergency Service	$125.00	Per Hour
C.	Maximum Late Fee	$1.5%	Per Month
D.	Bin Washing Service beyond once per year.	$40.00	Per Bin

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

EXHIBIT 2A: EXAMPLE RATE ADJUSTMENT – RESIDENTIAL CUSTOMERS

STEP ONE: Calculate Percentage Change in Indices		A	B	C
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)
1	Service (1)	241.059	246.000	2.05%
2	Disposal (2)	43.32	45.05	3.99%
3	Green Waste (3)	39.50	40.00	1.27%
STEP TWO: Determine Weighted Change		**D**	**E**	**F**
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)
4	Service (4)	2.05%	70.00%	1.43%
5	Disposal	3.99%	20.00%	0.80%
6	Green Waste (5)	1.27%	10.00%	0.13%
7	Total Cart Service Percentage Rate Adjustment			*2.36%*

STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 7, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	CART SERVICE	20.71	2.36%	0.49	21.20

(1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 (CPI) as of December prior to July 1 when the rate change will take effect. The Initial index will be the December 2015 CPI.

(2) Disposal gate fee for Refuse at Savage Canyon Landfill in effect as of December prior to July 1 when the rate will take effect. Initial index will be 43.32.

(3) Disposal gate fee for Green Waste at Puente Hills Landfill in effect as of December prior to July 1 when the rate will take effect. Initial index will be 39.50.

(4) Maximum allowed percentage change not to exceed 3.5%

(5) Maximum allowed percentage change not to exceed 5.0%

EXHIBIT 2B: EXAMPLE RATE ADJUSTMENT – COMMERCIAL CUSTOMERS

STEP ONE: Calculate Percentage Change in Indices		A	B	C
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)
1	Service (1)	241.059	246.000	2.05%
2	Disposal (2)	43.32	45.05	3.99%
STEP TWO: Determine Weighted Change		D	E	F
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)
3	Service (3)	2.05%	65.00%	1.33%
4	Disposal	3.99%	35.00%	1.40%
5	Total Bin Service Percentage Rate Adjustment			*2.73%*

STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Refuse 2 Cu Yards 1 x WK	104.57	2.73%	2.85	107.42
7	Refuse 2 Cu Yards 2 X Wk	197.22	2.73%	5.38	202.60
8	Refuse 2 Cu Yards 3 X WK	289.87	2.73%	7.91	297.78
9	Refuse 2 Cu Yards 4 X Wk	382.56	2.73%	10.44	393.00
10	Refuse 2 Cu Yards 5 X Wk	475.21	2.73%	12.97	488.18
11	Refuse 2 Cu Yards 6 X Wk	567.86	2.73%	15.50	583.36
12	Refuse 3 Cu Yards 1 x Wk	151.19	2.73%	4.13	155.32
14	100 Gal Cart	47.62	2.73%	1.30	48.92
15	300 Gal Cart	60.52	2.73%	1.65	62.17

(1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 (CPI) as of December prior to July 1 when the rate change will take effect. The Initial index will be the December 2015 CPI.

(2) Disposal gate fee for Refuse at Savage Canyon Landfill in effect as of December prior to July 1 when the rate will take effect. Initial index will be 43.32.

(3) Maximum allowed percentage change not to exceed 3.5%

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

EXHIBIT 2C: EXAMPLE RATE ADJUSTMENT – ROLL-OFF, TEMP & OTHERSERVCES

STEP ONE: Calculate Percentage Change in Indices		A	B	C
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)
1	Roll-Off Haul Rate & Other Temp Services (1)	241.059	246.000	2.05%
2	C&D Debris Box & Clean Inert 10-Cubic Yard Box Processing (2)	49.25	51.00	3.55%
STEP TWO: Determine Weighted Change		D	E	F
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)
3	Roll-Off Haul Rate & Other Temp Services Pecentage Rate Adjustment (3)	2.05%	100.00%	2.05%
4	C&D Debris Box & Clean Inert 10-Cubic Yard Box Processing	3.55%	100.00%	3.55%

STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 & 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
	Per Ton Rate for C&D Debris Box				
5	Processing Component	26.50	2.05%	0.54	27.04
6	Disposal Component	26.50	3.55%	0.94	27.44
7	Per Ton (Row 5 + Row 6)	53.00	2.80%		54.48
	Per Ton Rate for Clean Inert 10 Cubic-Yard Box				
8	Processing Component	35.00	3.55%	1.24	36.24
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Roll-Off Or Compactor Service per Pull.	375.00	2.05%	7.69	382.69
9	Roll-Off Daily Rental (after 7 days with no dump)	20.00	2.05%	0.41	20.41
10	Roll-Off Dead Run	125.00	2.05%	2.56	127.56
11	3-Yard Clean up Bin: Includes one dump	75.65	2.05%	1.55	77.20
12	3-Yard Clean-up Bin (each dump)	45.00	2.05%	0.92	45.92
13	3-Yard Clean-up Bin Dead run	85.00	2.05%	1.74	86.74
14	3-Yard Clean-up Bin Rental (after 7 days with no dump)	15.00	2.05%	0.31	15.31
15	On-Call Bulky Waste (>12 per year & Commercial)	50.00	2.05%	1.02	51.02
16	Bin Washing Service beyond once per year	40.00	2.05%	0.82	40.82
17	Additional Residential Refuse Cart(s) Each	5.00	2.05%	0.10	5.10
18	Additional Green Waste Cart(s) Each (After 3rd Cart)	5.00	2.05%	0.10	5.10
19	Cart Delivery, Removal or Exchange	32.83	2.05%	0.67	33.50
20	Cart Rolll-Out Service	23.45	2.05%	0.48	23.93
21	Emergency Service	80.00	2.05%	1.64	81.64

(1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 (CPI) as of December prior to July 1 when the rate change will take effect. The Initial index will be the December 2015 CPI.

(2) Disposal gate fee for Muncipal Solid & Inert Waste at Puente Hills MRF in effect as of December prior to July 1 when the rate will tak Initial index will be 49.25.

(3) The disposal rate for solid waste roll-off boxes shall be the disposal gate fee for Refuse at Savage Canyon Landfill.

EXHIBIT 3: PERFORMANCE BOND

(To be inserted after Agreement award)

Free Service to City Buildings/Parks

		Refuse Collection			Recycling	
Name	Address	# of 300 Gallon Containers	# of 90 Gallon Containers	# of days per week serviced	# 2 yard bins	# of days per week serviced
Palm Park	5703 Palm Ave.	14		1	3	when needed
Penn Park	13950 Penn St.	8		1	0	N/A
Community Center/Joe Miller Field	7630 Washington Ave.	4		3	1	1
Michigan Park	8228 Michigan Ave.	8		2	0	N/A
York Field	9110 Santa Fe Springs Rd.	3		2	0	N/A
Parnell Park	15390 Lambert Rd.	11		2	0	N/A
City Hall/Police Department*	13200 Penn St.	2		6	1	1
Old Police Department Bldg.	13230 Penn St.	1		when needed	0	N/A
Central Library	7344 Washington Ave.	1		3	1	1
Branch Library	10537 Santa Gertrudes	1		1	1	1
Special Activities Building	7702 Washington Ave.	1		1	0	N/A
Friends of the Library Bookstore	6703 Comstock Ave.	1		1	1	1
City Corporate Yard**	12016 Hadley Street	6	5	1	0	0

* Additional 2 yard bin in new Police Department parking lot serviced when needed.
** Additonal 30 yard roll-off (sweepings box) at City Corporate Yard is serviced 5 days a week.

A y List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
1	W/O Norwalk Blvd	S/O El Rancho Drive	El Rancho Drive	Carley Avenue	Asphalt	850	17000
2	W/O Norwalk Blvd	S/O Floral Drive	Norwalk Blvd.	Carley Avenue	Asphalt	1100	22000
3	W/O Norwalk Blvd	S/O Rose Drive	Norwalk Blvd.	Carley Avenue	Asphalt	1100	22000
4	E/O Norwalk Blvd	N/O Rose Drive	Norwalk Blvd.	El Rancho Drive	Asphalt	1000	20000
5	E/O Norwalk Blvd	N/O Orange Drive	Norwalk Blvd.	Orange Drive	Asphalt	1450	29000
6	E/O Norwalk Blvd	N/O Howard Street	Norwalk Blvd.	Vicki Drive	Asphalt	1000	20000
7	E/O Norwalk Blvd	N/O El Rey Drive	Norwalk Blvd.	Vicki Drive	Asphalt	1000	20000
8	E/O Norwalk Blvd	N/O Dorland Street	Norwalk Blvd.	Vicki Drive	Asphalt	1000	20000
9	E/O Norwalk Blvd	S/O Whittier Blvd.	Norwalk Blvd.	Whittier Blvd.	Asphalt	400	8000
10	E/O Vicki Drive	S/O Howard Street	Vicki Drive	End of Alley	Asphalt	800	16000
11	W/O El Rancho Drive	N/O El Rey Drive	Howard Street	El Rey Drive	Asphalt	300	6000
12	E/O Vicki Drive	S/O El Rey Drive	Vicki Drive	El Rancho Drive	Asphalt	1200	24000
13	W/O El Rancho Drive	S/O Dorland Street	Dorland Place	El Rancho Drive	Asphalt	300	6000
14	W/O Broadway Avenue	N/O Whittier Blvd.	Broadway Avenue	End of Alley	Asphalt	350	7000
15	W/O Western Avenue	N/O Broadway Avenue	Western Avenue	Broadway Avenue	Asphalt	800	16000
16	W/O Palm Avenue	N/O Broadway Avenue	Western Avenue	Broadway Avenue	Asphalt	800	16000
17	N/O Hunter Avenue	W/O Palm Avenue	Hunter Avenue	End of Alley	Asphalt	200	4000
18	E/O Palm Avenue	N/O Monte Vista Drive	Palm Avenue	Monte Vista Drive	Asphalt	800	16000
19	N/O Beverly Blvd.	E/O Palm Avenue	Palm Avenue	Monte Vista Drive	Asphalt	1100	22000
20	S/O Beverly Drive	E/O Cadbury Road	Monte Vista Drive	Cadbury Road	Asphalt	1100	22000
21	S/O Monte Vista Drive	E/O Palm Avenue	Monte Vista Drive	Floral Drive	Asphalt	1170	23400
22	W/O Westmont Drive	N/O Floral Drive	Westmont Drive	End of Alley	Asphalt	500	10000
23	S/O Beverly Blvd.	S/O Monte Vista Drive	Monte Vista Drive	Floral Drive	Asphalt	1100	22000
24	W/O Magnolia Drive	S/O Monte Vista Drive	Monte Vista Drive	Magnolia Avenue	Asphalt	900	18000
25	E/O Palm Avenue	E/O Orange Drive	Beginning of Alley	End of Alley	Asphalt	800	16000
26	W/O Court Avenue	S/O Orange Drive	Orange Drive	Pilgrim Way	Asphalt	550	11000
27	W/O Magnolia Drive	S/O Orange Drive	Orange Drive	Pilgrim Way	Asphalt	550	11000
28	E/O Palm Avenue	S/O Dorland Street	Dorland Street	Dorland Street	Asphalt	550	11000
29	E/O Western Avenue	N/O Whittier Blvd.	Western Avenue	Palm Avenue	Asphalt	200	4000
30	S/O Broadway Avenue	E/O Palm Avenue	Broadway Avenue	End of Alley	Asphalt	850	17000
31	E/O Palm Avenue	N/O Whittier Blvd.	Palm Avenue	Gretna Avenue	Asphalt	300	6000
32	S/O Broadway Avenue	E/O Gretna Avenue	Broadway Avenue	End of Alley	Asphalt	1050	21000
33	E/O Gretna Avenue	N/O Whittier Blvd.	Gretna Avenue	Canobie Avenue	Asphalt	300	6000
34	E/O Canobie Avenue	N/O Merit Lane	Merit Lane	End of Alley	Asphalt	200	4000
35	E/O Canobie Avenue	S/O Merit Lane	Merit Lane	End of Alley	Asphalt	350	7000

Alley List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
36	S/O Camilla Street	W/O Hoover Avenue	Camilla Street	End of Alley	Asphalt	150	3000
37	E/O Magnolia Avenue	N/O Broadway Avenue	Broadway Avenue	Pilgrim Way	Asphalt	600	12000
38	S/O Beverly Drive	E/O Acacia Avenue	Beverly Drive	Maple Street	Asphalt	600	12000
39	S/O Beverly Drive	E/O Hoover Avenue	Beverly Drive	Maple Street	Asphalt	450	9000
40	S/O Beverly Drive	E/O Gregory Avenue	Beverly Drive	Gregory Avenue	Asphalt	250	5000
41	W/O Citrus Avenue	S/O Whitley Street	Citrus Avenue	Whitley Street	Asphalt	800	16000
42	E/O Citrus Avenue	S/O Whitley Street	Citrus Avenue	End of Alley	Asphalt	500	10000
43	W/O Citrus Avenue	N/O Rose Drive	Citrus Avenue	Rose Drive	Asphalt	650	13000
44	W/O Citrus Avenue	N/O Rose Drive	Rose Drive	End of Alley	Asphalt	100	2000
45	E/O Hoover Avenue	S/O Rose Drive	Hoover Avenue	End of Alley	Asphalt	450	9000
46	W/O Citrus Avenue	S/O Rose Drive	Rose Drive	Orange Drive	Asphalt	250	5000
47	W/O Citrus Avenue	S/O Orange Drive	Hoover Avenue	Citrus Avenue	Asphalt	600	12000
48	W/O Citrus Avenue	S/O Howard Street	Hoover Avenue	Citrus Avenue	Asphalt	600	12000
49	E/O Pickering Avenue	S/O Panorama Drive	Panorama Drive	Orange Drive	Asphalt	950	19000
50	E/O Pickering Avenue	S/O Orange Drive	Orange Drive	End of Alley	Asphalt	450	9000
51	E/O Pickering Avenue	N/O Beverly Blvd.	Pickering Avenue	Newlin Avenue	Asphalt	300	6000
52	W/O Milton Avenue	S/O Orange Drive	Orange Drive	End of Alley	Concrete	450	9000
53	W/O Milton Avenue	N/O Beverly Blvd.	Newlin Avenue	Milton Avenue	Concrete	300	6000
54	W/O Comstock Avenue	S/O Orange Drive	Orange Drive	End of Alley	Asphalt	250	5000
55	W/O Comstock Avenue	N/O Beverly Blvd.	Milton Avenue	Comstock Avenue	Asphalt	300	6000
56	W/O Greenleaf Avenue	S/O Orange Drive	Orange Drive	Beverly Blvd.	Concrete	600	12000
57	W/O Bright Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600	12000
58	W/O Washington Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600	12000
59	W/O Friends Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600	12000
60	W/O Painter Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600	12000
61	E/O Pickering Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
62	E/O Newlin Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
63	E/O Milton Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Asphalt	600	12000
64	E/O Comstock Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
65	E/O Greenleaf Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
66	E/O Bright Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
67	E/O Washington Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
68	E/O Friends Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
69	E/O Painter Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
70	E/O Haviland Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600	12000
71	E/O Alta Avenue	S/O Beverly Blvd.	Alta Avenue	End of Alley	Asphalt	400	8000
72	E/O Alta Avenue	S/O Sycamore Drive	Alta Avenue	Broadway Avenue	Asphalt	250	5000
73	E/O Citrus Avenue	S/O Broadway Avenue	Citrus Avenue	End of Alley	Asphalt	1000	20000

Al. y List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
74	W/O Pickering Avenue	S/O Broadway Avenue	Broadway Avenue	Pasadena Street	Asphalt	300	6000
75	E/O Citrus Avenue	S/O Pasadena Street	Citrus Avenue	Pierce Avenue	Asphalt	400	8000
76	E/O Pierce Avenue	S/O Pasadena Street	Pierce Avenue	End of Alley	Asphalt	500	10000
77	W/O Pickering Avenue	S/O Pasadena Street	Pasadena Street	Camilla Street	Asphalt	250	5000
78	E/O Pickering Avenue	N/O Camilla Street	Camilla Street	End of Alley	Asphalt	250	5000
79	E/O Newlin Avenue	N/O Camilla Street	Camilla Street	End of Alley	Concrete	350	7000
80	E/O Milton Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Asphalt	600	12000
81	E/O Comstock Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600	12000
82	E/O Greenleaf Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600	12000
83	E/O Bright Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600	12000
84	E/O Washington Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600	12000
85	E/O Friends Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600	12000
86	E/O Citrus Avenue	N/O Hadley Street	Citrus Avenue	Pierce Avenue	Concrete	450	9000
87	W/O Whittier Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	450	9000
88	W/O Whittier Avenue	N/O Hadley Street	Pierce Avenue	Whittier Avenue	Asphalt	300	6000
89	W/O Pickering Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	450	9000
90	W/O Pickering Avenue	N/O Hadley Street	Whittier Avenue	Pickering Avenue	Asphalt	300	6000
91	W/O Newlin Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400	8000
92	W/O Newlin Avenue	N/O Hadley Street	Pickering Avenue	Newlin Avenue	Concrete	300	6000
93	W/O Milton Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400	8000
94	W/O Milton Avenue	N/O Hadley Street	Newlin Avenue	Milton Avenue	Concrete	300	6000
95	W/O Comstock Avenue	S/O Camilla Street	Camilla Street	Comstock Avenue	Asphalt	550	11000
96	W/O Greenleaf Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400	8000
97	W/O Greenleaf Avenue	N/O Hadley Street	Comstock Avenue	Greenleaf Avenue	Concrete	300	6000
98	W/O Bright Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400	8000
99	W/O Bright Avenue	N/O Hadley Street	Greenleaf Avenue	Bright Avenue	Concrete	300	6000
100	W/O Washington Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	400	8000
101	W/O Washington Avenue	N/O Hadley Street	Bright Avenue	Washington Avenue	Concrete	300	6000
102	W/O Friends Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	400	8000
103	W/O Friends Avenue	N/O Hadley Street	Washington Avenue	Friends Avenus	Asphalt	300	6000
104	W/O Painter Avenue	S/O Camilla Street	Camilla Street	Hadley Street	Concrete	500	10000
105	E/O Pickering Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Asphalt	600	12000
106	E/O Newlin Avenue	S/O Hadley Street	Hadley Street	End of Alley	Asphalt	350	7000
107	E/O Comstock Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete Center Gutter	600	12000
108	E/O Greenleaf Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete	600	12000
109	E/O Bright Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Asphalt	600	12000
110	E/O Washington Avenue	S/O Hadley Street	Washington Avenue	Friends Avenus	Concrete Center Gutter	300	6000

Alley List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
111	E/O Friends Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete	600	12000
112	W/O Lindley Avenue	S/O Bailey Street	Bailey Street	End of Alley	Asphalt	400	8000
113	W/O Lindley Avenue	N/O Philadelphia Street	Gregory Avenue	Lindley Avenue	Asphalt	300	6000
114	E/O Pickering Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Asphalt	600	12000
115	E/O Newlin Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600	12000
116	E/O Milton Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete Center Gutter	600	12000
117	E/O Comstock Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600	12000
118	E/O Comstock Avenue	N/O Philadelphia Street	Comstock Avenue	End of Alley	Concrete	150	3000
119	E/O Greenleaf Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600	12000
120	E/O Bright Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600	12000
121	E/O Washington Avenue	N/O Philadelphia Street	Philadelphia Street	End of Alley	Concrete Center Gutter	450	9000
122	E/O Friends Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete Center Gutter	600	12000
123	E/O Pierce Avenue	S/O Philadelphia Street	Pierce Avenue	Whittier Avenue	Concrete	300	6000
124	E/O Pierce Avenue	N/O Wardman Street	Wardman Street	End of Alley	Concrete	450	9000
125	E/O Pickering Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600	12000
126	E/O Newlin Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600	12000
127	E/O Milton Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600	12000
128	E/O Comstock Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600	12000
129	E/O Greenleaf Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600	12000
130	E/O Bright Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600	12000
131	E/O Washington Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600	12000
132	E/O Friends Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600	12000
133	E/O Whittier Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600	12000
134	E/O Newlin Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600	12000
135	E/O Milton Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600	12000
136	E/O Greenleaf Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete Center Gutter	600	12000
137	E/O Bright Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600	12000

A. y List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
138	E/O Washington Avenue	S/O Wardman Street	Wardman Street	End of Alley	Asphalt	30	600
139	E/O Washington Avenue	S/O Wardman Street	Washington Avenue	End of Alley	Concrete Center Gutter	150	3000
140	E/O Friends Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600	12000
141	E/O Gilford Way	N/O Penn Street	Gilford Way	End of Alley	Concrete	300	6000
142	W/O Whittier Avenue	S/O Penn Street	Penn Street	End of Alley	Concrete	300	6000
143	E/O Pickering Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550	11000
144	E/O Newlin Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550	11000
145	E/O Milton Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550	11000
146	E/O Comstock Avenue	S/O Penn Street	Penn Street	End of Alley	Concrete	200	4000
147	E/O Bright Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550	11000
148	E/O Painter Avenue	S/O Franklin Street	Franlkin Street	End of Alley	Concrete Center Gutter	150	3000
149	W/O Valley View Avenue	S/O Franklin Street	Valley View Avenue	End of Alley	Concrete	470	9400
150	E/O Valley View Avenue	S/O Franklin Street	Franklin Street	157ft E/O Valley View Avenue	Asphalt	157	3140
151	E/O Valley View Avenue	S/O Franklin Street	S/O 13716 Franklin	End of Alley	Concrete	92	1840
152	N/O Mar Vista Street	E/O Valley View Avenue	Mar Vista Street	End of Alley	Asphalt	200	4000
153	W/O College Avenue	N/O Mar Vista Street	Mar Vista Street	College Avenue	Asphalt	450	9000
154	E/O College Avenue	S/O Penn Street	College Avenue	Penn Street	Asphalt	850	17000
155	W/O Pickering Avenue	S/O Mar Vista Street	Mar Vista Street	Pickering Avenue	Concrete Center Gutter	850	17000
156	E/O Pickering Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600	12000
157	E/O Newlin Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600	12000
158	E/O Milton Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600	12000
159	E/O Comstock Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600	12000
160	E/O Greenleaf Avenue	S/O Mar Vista Street	Mar Vista Street	147ft S/O Mar Vista Street	Concrete Center Gutter	147	2940
161	E/O Greenleaf Avenue	N/O Walnut Street	Walnut Street	450ft N/O Walnut Street	Asphalt	450	9000
162	E/O Bright Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Asphalt	600	12000
163	E/O Painter Avenue	S/O Via Del Palma	Via Del Palma	End of Alley	Asphalt	150	3000
164	N/O Washington Blvd.	W/O Putnam Street	Washington Blvd.	Putnam Street	Concrete	800	16000
165	E/O Pickering Avenue	S/O Walnut Street	Pickering Avenue	End of Alley	Asphalt	150	3000
166	E/O Pickering Avenue	5 Points	5 Points	End of Alley	Concrete Center Gutter	900	18000
167	E/O Newlin Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250	25000
168	E/O Milton Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete	1250	25000

Alley List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
169	E/O Comstock Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete	1250	25000
170	E/O Greenleaf Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250	25000
171	E/O Bright Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250	25000
172	E/O Washington Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250	25000
173	E/O Friends Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete Center Gutter	1250	25000
174	W/O Comstock Avenue	S/O La Cuarta Street	La Cuarta Street	100 ft South La Cuarta	Concrete Center Gutter	100	2000
175	W/O Comstock Avenue	N/O Whittier Blvd.	Whittier Blvd.	End of Alley	Asphalt	550	11000
176	E/O Comstock Avenue	S/O La Cuarta Street	La Cuarta Street	Whittier Blvd.	Concrete	650	13000
177	E/O Greenleaf Avenue	S/O La Cuarta Street	La Cuarta Street	End of Alley	Asphalt	400	8000
178	E/O Bright Avenue	S/O La Cuarta Street	La Cuarta Street	End of Alley	Asphalt	1000	20000
179	E/O Bright Avenue	N/O Whittier Blvd.	Bright Avenue	Washington Avenue	Asphalt	350	7000
180	E/O Washington Avenue	S/O Mooreland Drive	Mooreland Drive	End of Alley	Asphalt	700	14000
181	W/O Painter Avenue	S/O Mooreland Drive	Mooreland Drive	End of Alley	Asphalt	300	6000
182	W/O Milton Avenue	S/O Whittier Blvd.	Milton Avenue	End of Alley	Asphalt	100	2000
183	E/O Milton Avenue	S/O Whittier Blvd.	Milton Avenue	End of Alley	Asphalt	300	6000
184	W/O Greenleaf Avenue	S/O Whittier Blvd.	Greenleaf Avenue	Comstock Avenue	Asphalt	250	5000
185	E/O Greenleaf Avenue	S/O Whittier Blvd.	Greenleaf Avenue	Bright Avenue	Asphalt	300	6000
186	E/O Bright Avenue	S/O Whittier Blvd.	Bright Avenue	150ft E/O Bright Avenue	Concrete	150	3000
187	W/O Washington Avenue	S/O Whittier Blvd.	Bright Avenue	Washington Avenue	Asphalt	200	4000
188	E/O Washington Avenue	S/O Whittier Blvd.	Washington Avenue	Madison Avenue	Asphalt	150	3000
189	E/O Madison Avenue	S/O Whittier Blvd.	Madison Avenue	Friends Avenue	Asphalt	250	5000
190	E/O Friends Avenue	S/O Whittier Blvd.	Friends Avenue	Painter Avenue	Asphalt	330	6600
191	E/O Santa Fe Springs Road	S/O Lambert Road	Santa Fe Springs Road	Villa Drive	Asphalt	700	14000
192	E/O Santa Fe Springs Road	S/O Danbrook Drive	Santa Fe Springs Road	Villa Drive	Concrete	700	14000
193	E/O Santa Fe Springs Road	S/O Foxley Drive	Santa Fe Springs Road	Villa Drive	Concrete	700	14000
194	E/O Santa Fe Springs Road	S/O Dunton Drive	McGee Drive	End of Alley	Asphalt	200	4000
195	E/O Santa Fe Springs Road	S/O McGee Drive	McGee Drive	End of Alley	Asphalt	200	4000
196	W/O Greenleaf Avenue	S/O Lambert Road	Villa Drive	Greenleaf Avenue	Asphalt	700	14000
197	W/O Greenleaf Avenue	S/O Danbrook Drive	Villa Drive	Greenleaf Avenue	Concrete	700	14000
198	W/O Greenleaf Avenue	S/O Foxley Drive	Villa Drive	Greenleaf Avenue	Concrete Center Gutter	700	14000
199	W/O Greenleaf Avenue	S/O Dunton Drive	Dunton Drive	McGee Drive	Asphalt	400	8000
200	W/O Greenleaf Avenue	S/O McGee Drive	McGee Drive	End of Alley	Asphalt	200	4000
201	E/O Laurel Avenue	S/O Whittier Blvd.	Laurel Avenue	End of Alley	Concrete Center Gutter	200	4000

Alley List

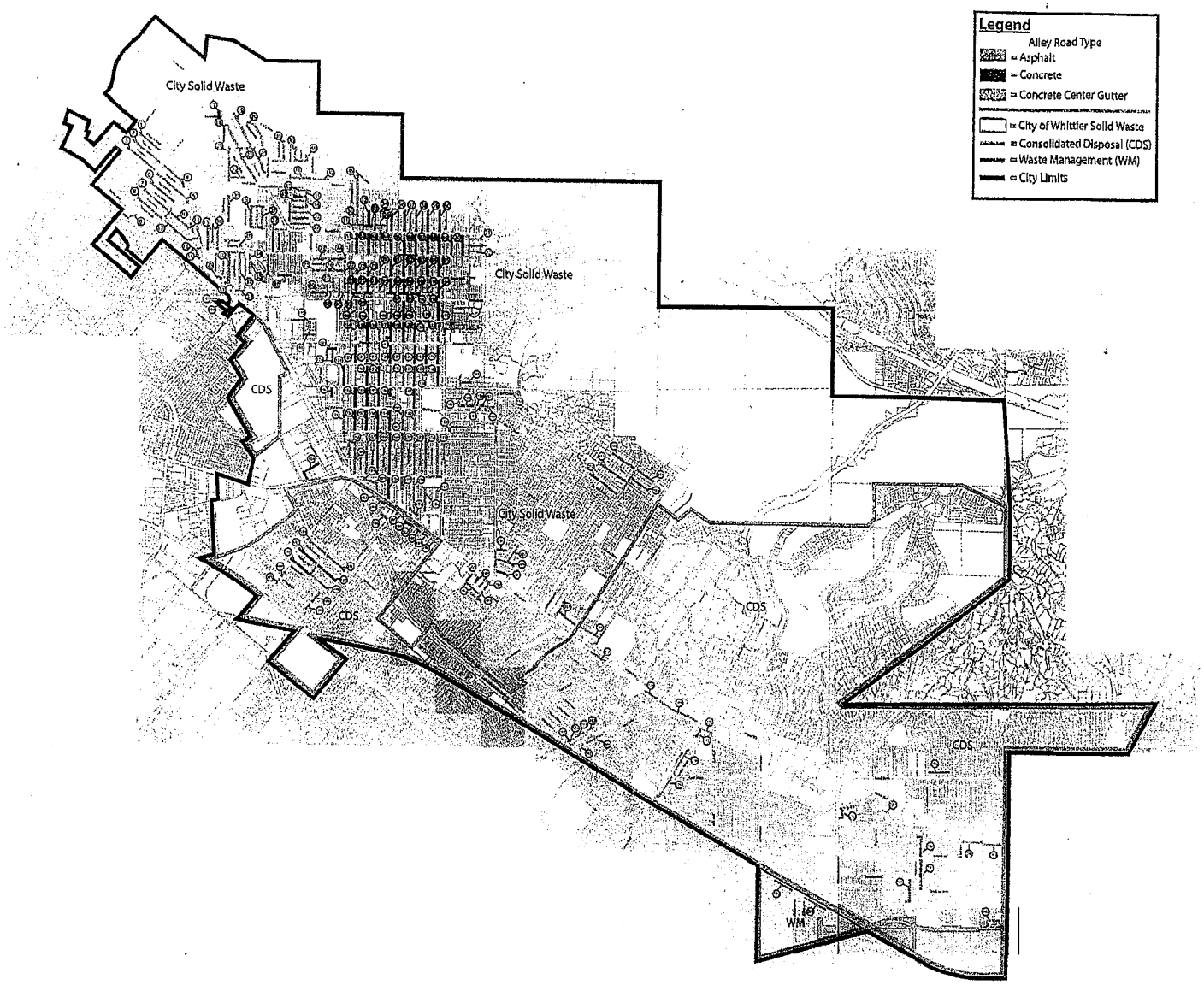
Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
202	E/O Laurel Avenue	S/O Whittier Blvd.	Oak Street	End of Alley	Concrete	150	3000
203	E/O Barton Road	S/O Whittier Blvd.	Barton Road	Oak Street	Asphalt	400	8000
204	E/O Laurel Avenue	S/O Oak Street	Laurel Avenue	End of Alley	Asphalt	500	10000
205	E/O Laurel Avenue	S/O Oak Street	Oak Street	Cullen Street	Asphalt	230	4600
206	E/O College Avenue	S/O Ramona Drive	College Avenue	Sargent Avenue	Concrete Center Gutter	300	6000
207	E/O Sargent Avenue	S/O Second Street	Second Street	End of Alley	Concrete Center Gutter	600	12000
208	E/O College Avenue	N/O Christine Drive	College Avenue	Michigan Avenue	Concrete Center Gutter	550	11000
209	E/O College Avenue	N/O Whittier Blvd.	College Avenue	Michigan Avenue	Concrete	350	7000
210	E/O Bacon Road	S/O Linda Vista Drive	Bacon Road	California Avenue	Asphalt	800	16000
211	E/O Bacon Road	S/O Bronte Drive	Bacon Road	California Avenue	Asphalt	950	19000
212	E/O Bacon Road	S/O Eastridge Drive	Bacon Road	California Avenue	Asphalt	1250	25000
213	E/O California Avenue	S/O Linda Vista Drive	California Avenue	Calmosa Avenue	Asphalt	650	13000
214	E/O California Avenue	S/O Bronte Drive	California Avenue	Calmosa Avenue	Asphalt	650	13000
215	W/O Ocean View Avenue	N/O Whittier Blvd.	Ocean View Avenue	End of Alley	Asphalt	650	13000
216	E/O Ocean View Avenue	N/O Whittier Blvd.	Ocean View Avenue	Calmada Avenue	Concrete Center Gutter	650	13000
217	W/O Gunn Avenue	S/O Whittier Blvd.	Gunn Avenue	Calmada Avenue	Concrete Center Gutter	650	13000
218	W/O Mills Avenue	S/O Whittier Blvd.	Mills Avenue	End of Alley	Asphalt	500	10000
219	E/O Mills Avenue	S/O Whittier Blvd.	Mills Avenue	Colima Road	Concrete Center Gutter	1250	25000
220	E/O Colima Road	S/O Whittier Blvd.	Colima Road	Cole Road	Concrete Center Gutter	500	10000
221	E/O Colima Road	N/O Jupiter Street	Jupiter Street	End of Alley	Asphalt	250	5000
222	W/O Mills Avenue	S/O Carnell Street	Carnell Street	La Forge Street	Concrete Center Gutter	300	6000
223	W/O Mills Avenue	S/O La Forge Street	La Forge Street	End of Alley	Concrete Center Gutter	225	4500
224	W/O Mills Avenue	N/O Lambert Road	La Forge Street	End of Alley	Asphalt	345	6900

Alley List

Alley No.	Location	Street	Between	To	Type	Length (ft)	Quantity (SQFT)
225	W/O Mills Avenue	N/O Lambert Road	Dittmar Drive	End of Alley	Asphalt	150	3000
226	E/O Mills Avenue	S/O Carnell Street	Flomar Drive	Carnell Street	Concrete Center Gutter	600	12000
227	E/O Mills Avenue	N/O Lambert Road	Flomar Drive	End of Alley	Concrete Center Gutter	200	4000
228	E/O Colima Road	S/O Memphis Avenue	Anaconda Street	Cullen Street	Concrete Center Gutter	900	18000
229	E/O Colima Road	S/O Cullen Street	Cullen Street	Colima Road	Concrete Center Gutter	800	16000
230	W/O Kibbee Avenue	S/O Lambert Road	Jenkins Drive	Kibbee Avenue	Asphalt	700	14000
231	E/O El Arco Drive	S/O Lambert Road	El Arco Drive	Trudie Drive	Asphalt	800	16000
232	E/O Santa Gertrudes Avenue	S/O Whittier Blvd.	La Forge Street	Santa Gertrudes	Asphalt	400	8000
233	E/O Virginia Avenue	N/O Haldane Street	Virginia Avenue	End of Alley	Concrete Center Gutter	350	7000
234	E/O Bogardus Avenue	N/O Russell Street	Bogardus Avenue	Lindesmith Avenue	Asphalt	650	13000
235	W/O First Avenue	S/O Santa Fe Street	Santa Fe Street	Groveside Avenue	Asphalt	1050	21000
236	E/O First Avenue	S/O Haldane Street	First Avenue	Lisco Street	Asphalt	700	14000
237	E/O First Avenue	S/O Lisco Street	Lisco Street	Lashburn Street	Asphalt	900	18000
238	E/O Jordan Road	S/O Whittier Blvd.	Jordan Road	End of Alley	Concrete Center Gutter	600	12000
239	W/O Valley Home Avenue	S/O Whittier Blvd.	Valley Home Avenue	End of Alley	Concrete Center Gutter	650	13000
240	W/O Valley Home Avenue	N/O Leffingwell Road	Valley Home Avenue	End of Alley	Asphalt	600	12000
241*	S/O Hadley St	E/O See Dr	Alley (only half is City)	Prather Ave	Asphalt	180	1800
242*	W/O Prather Ave	E/O See Dr	E/S of Alley only	Gretna Avenue	Asphalt	300	3000

*** see attached detail A**

TOTAL LENGTH 132276 FT.
(25 MILES)


Legend
Alley Road Type
= Asphalt
= Concrete
= Concrete Center Gutter
= City of Whittier Solid Waste
= Consolidated Disposal (CDS)
= Waste Management (WM)
= City Limits
City Solid Waste
City Solid Waste
City Solid Waste
CDS
CDS
CDS
CDS
WM

City Compactor Billing
Bright North & South Compactors

			# of Yards	Yardage @ $71.98 ea.	Street Sweeping @ $3.22 per billing period	Container Rental - $35.06/300 gal; $11.54/100 gal	Add. Pickups @ $24.82 per pickup	Compactor Charge - $8.22 to $65.26	Steam Clean @ $5.08 per billing period	Total
Office Suites	7006	Greenleaf	6.00	$431.88	$3.22	$35.06	$74.46			$544.62
Redevelopement Agency	7018	Greenleaf		Water	Only					
Havana House Smoke Shop	7020	Greenleaf	1.50	$107.97	$3.22	$35.06				$146.25
Restaurant??	7022	Greenleaf	3.00	$215.94	$3.22	$35.06				$254.22
Retail Shops/Office Suites	7026	Greenleaf	4.50	$323.91	$3.22	$35.06	$49.64			$411.83
Uptown Parking Distruct	7034	Greenleaf		Water	Only					
Family Festival Productions	7036	Greenleaf	6.00	$431.88	$3.22	$140.24				$575.34
Whittier Village Cinemas	7038	Greenleaf	18.00	$1,295.64	$3.22	$105.18	$74.46			$1,478.50
Uptown Mexican Café	7040	Greenleaf	4.50	$323.91	$3.22	$35.06	$49.64			$411.83
Retail Shops	7044	Greenleaf		Water	Only					
Great Steaks Restaurant	7058	Greenleaf	3.00	$215.94	$3.22	$35.06	$24.82			$279.04
Uptown Parking District	7007	Bright		Water	Only					
Uptown Parking District	7027	Bright		Water	Only					
Bright Hotel	7037	Bright	1.50	$107.97	$3.22	$35.06				$146.25
Park Dept.	7045	Bright		Water	Only					

A

City Compactor Billing
Comstock North & South Compactors

			# of Yards	Yardage @ $71.98 ea.	Street Sweeping @ $3.22 per billing period	Container Rental - $35.06/300 gal; $11.54/100 gal	Add. Pickups @ $24.82 per pickup	Compactor Charge - $8.22 to $65.26	Steam Clean @ $5.08 per billing period	Total
Ken Patel	6701	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
Uptown Girl'z	6705	Greenleaf Ave.	0.50	$35.99	$3.22	$11.54				$50.75
SCBA	6709	Greenleaf Ave.	3.00	$215.94	$3.22	$35.06	$24.82			$279.04
Marcella Perez	6711	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
G Cyclery-Wheels	6713	Greenleaf Ave.	0.50	$35.99	$3.22	$11.54				$50.75
Zi Teresa Italian Ristorante	6717	Greenleaf Ave.	3.00	$215.94	$3.22	$35.06	$2.82			$257.04
Lovell's Record Store	6719	Greenleaf Ave.	1.00	$71.98	$3.22	$23.08				$98.28
Pour Le Bain	6723	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
Cosmetics Luxe	6727	Greenleaf Ave.	3.00	$215.94	$3.22	$35.06	$24.82			$279.04
Whittier Park Dept	6731	Greenleaf Ave.		Water	Only					$0.00
Richard E. Bates	6733	Greenleaf Ave.	0.50	$35.99	$3.22	$11.54				$50.75
Ramon Arteaga	6735	Greenleaf Ave.	4.50	$323.91	$3.22	$35.06	$49.64			$411.83
Amachi Restaurant	6739	Greenleaf Ave.	3.00	$215.94	$3.22	$35.06	$24.82			$279.04
Jim Johandes	6741	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
Rudy Duenez	6747	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
Uptown Kabob	6749	Greenleaf Ave.	1.50	$107.97	$3.22	$35.06				$146.25
Salvation Army	12908	Bailey St.	8.00	$575.84	$3.22	2 yd bin				
John H. Crist	12903	Philadelphia St.	1.50	$107.97	$3.22	$35.06				$146.25
Monkeys to Go	12905	Philadelphia St.	0.50	$35.99	$3.22	$11.54				$50.75
Eunsil Chung	12911	Philadelphia St.	3.00	$215.94	$3.22	$35.06	$24.82			$279.04
Firehouse Grill	12913	Philadelphia St.	1.50	$107.97	$3.22	$35.06				$146.25
Rocky Cola Café	12923	Philadelphia St.	12.00	863.76	3.22	70.12	124.1			$1,061.20
Uptown Parking District	6728	Comstock		Water	Only					

City Compactor Billing
Multi-Deck Compactor

			# of Yards	Yardage @ $71.98 ea.	Street Sweeping @ $3.22 per billing period	Container Rental - $35.06/300 gal; $11.54/100 gal	Add. Pickups @ $24.82 per pickup	Compactor Charge - $8.22 to $65.26	Steam Clean @ $5.08 per billing period	Total
Retail Stores	6704	Greenleaf	1.50	$107.97	$3.22	$35.06		$24.66		$170.91
Little Old Bookshop	6708	Greenleaf	1.50	$107.97	$3.22	$35.06		$24.66		$170.91
Chef's Corner Store	6710	Greenleaf	0.50	$35.99	$3.22	$11.54				$50.75
Retail Stores	6712	Greenleaf						$16.44		$16.44
Artika Salon	6714	Greenleaf	1.00	$71.98	$3.22	$11.54				$86.74
Dentist/Retail	6716	Greenleaf	1.00	$71.98	$3.22	$35.06		$24.66		$134.92
Retail?	6718	Greenleaf	0.50	$35.99	$3.22	$11.54				$50.75
Green Dollar Store	6732	Greenleaf	0.50	$35.99	$3.22	$11.54		$49.32		$100.07
Elias Photography	6736	Greenleaf	1.50	$107.97	$3.22	$35.06		$24.66		$170.91
Dr. Benjamin/Dentistry	6742	Greenleaf	4.50	$323.91	$3.22	$35.06	$49.64	$24.66	$5.08	$441.57
Dattilo's Restaurant	6750	Greenleaf	3.00	$215.94	$3.22	$35.06	$24.82	$49.32	$5.08	$333.44
Sandwich Shop/Crystal Room	6754	Greenleaf	1.50	$107.97	$3.22	$35.06				$146.25
Starbuck's	6756	Greenleaf	4.50	$323.91	$3.22	$35.06	$49.64			$411.83
Retail/Offices	6707	Bright	1.50	$107.97	$3.22	$35.06		$29.60		$175.85
Multi-Deck Parking Lot	6721	Bright	1.50	$107.97	$3.22	$35.06				$146.25
Artisan Bldg	6737	Bright	3.00	$215.94	$3.22	$35.06	$24.82	$24.66		$303.70
??	6739	Bright	0.50	$35.99	$3.22	$35.06				$74.27
Vintage Café	6741	Bright	1.50	$107.97	$3.22	$35.06				$146.25
Reliable Printing	6743	Bright	1.50	$107.97	$3.22	$35.06				$146.25
??	6745	Bright	0.50	$35.99	$3.22	$11.54		$8.22		$58.97
Bluebird Art House	6751	Bright	0.50	$35.99	$3.22	$11.54				$50.75
Retail Store	6755	Bright	0.50	$35.99	$3.22	$11.54				$50.75
Music Store/Mr. Sandwich	13011	Philadelphia	3.00	$215.94	$3.22	$35.06	$24.82	$65.26	$5.08	$349.38
New Canton Restaurant	13015	Philadelphia	3.00	$215.94	$3.22	$35.06	$24.82	$49.32	$5.08	$333.44
Seta Restaurant	13027	Philadelphia	9.00	$647.82	$3.22	$35.06	$124.10	$50.00	$5.08	$865.28

Unit Number	Mfg. Year	Fuel Type	Vehicle Type	Capacity	Chassis Make	Chassis Model	Body Manufacturer	Current Miles	Unit Serial Number
18207	2001	Diesel	Rolloff		Sterling	Condor	Spartan	86,773	49HHBVCY12RJ78895
18209	2006	CNG	Rolloff		Freightliner	Condor	Amrep	80,842	1FVHCFB536RW79986
18251	2012	CNG	Rolloff		Crane Carrier	AMRO H-22	Amrep	25,218	1CYCCZ489CT050213
20210	1998	Diesel	Automated Side Loader	22 CY	Volvo	WXR42	Heil	1,477	4VMEALHD3WN756367
20211	2011	CNG	Automated Side Loader	26 CY	Crane Carrier	LET2-40	Heil	19,187	1CYCCZ486BT049776
20212	2010	Unleaded	Rearloader	6 CY	Ford	F-550	Wayne	8,716	1FDAF5GY1AEA66889
20214	2011	CNG	Automated Side Loader	26 CY	Crane Carrier	LET2-40	Heil	19,214	1CYCCZ486BT050099
20216	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	62,639	5SXHANDN87RY87655
20218	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	70,508	5SXHANDN87RY89681
20223	2005	CNG	Rearloader	25 CY	Crane Carrier	LCF	McNeilus	47,925	1CYCCN4835T046718
20225	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	47,797	5SXHANDN67RY9680
20227	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	46,943	5SXHANDN67RY87671
20229	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	58,485	5SXHANDNX7RY89682
20231	2009	CNG	Rearloader	20 CY	Crane Carrier	LET2-40	McNeilus	32,177	1CYCCZ4869TO49027
25233	2014	Unleaded	Stakebed	12' X 8'	Ford	F-350	A & J Welding	8,208	1FDRF3G63EEA49040
25235	2011	Unleaded	Stakebed	12' X 8'	Ford	F-350	Royal	27,522	1FDRF3G65BEB41925

Position	Title	Annual Salary	Bilingual Pay	PERS	Defered Comp	Group Insurance	Medicare	Uniform Cleaning	Total
1	Senior Solid Waste Worker	56,619.00		7,242.70		12,719.52		102.18	76,683.40
2	Senior Solid Waste Worker	56,619.00		7,242.70		19,179.36	820.98	102.18	83,964.22
3	Solid Waste Worker	49,047.00		6,274.09		13,524.24	711.18	102.18	69,658.69
4	Solid Waste Worker	51,500.00	1,080.00	6,587.88		14,586.72	762.41	102.18	74,619.19
5	Solid Waste Worker	51,500.00		6,587.88		16,088.40	746.75	102.18	75,025.21
6	Solid Waste Worker	51,500.00		6,587.88		9,679.92	746.75	102.18	68,616.73
7	Solid Waste Worker	51,500.00	1,080.00	6,587.88		17,150.88		102.18	76,420.94
8	Solid Waste Worker	44,485.00		5,562.40		3,451.92	645.03		54,144.35
9	Solid Waste Worker	51,500.00		6,587.88		9,679.92	746.75	102.18	68,616.73
10	Solid Waste Worker	51,500.00		6,587.88		20,241.84	746.75	102.18	79,178.65
11	Solid Waste Worker	51,500.00		6,587.88		20,241.84		102.18	78,431.90
12	Solid Waste Worker	51,500.00		6,587.88		19,179.36	746.75	102.18	78,116.17
									883,476.18

Automated Transit Container Locations

Location	Manual, Auto or None	Street	Cross Street	Comment
NW	Auto	Philadelphia Street	Pickering Avenue	7-11
NW	Auto	Pickering	Walnut Street	
SW	Auto	Lambert Road	Washington Blvd	Home Depot
SE	Auto	Washington Blvd	Lambert Road	Marie Callendars
NE	Auto	Comstock Avenue	Mar Vista Street	
NE	Auto	Greenleaf Avenue	Hadley Street	
NW	Auto	Greenleaf Avenue	Hadley Street	Church
SW	Auto	Washington Avenue	Bailey Street	Post Office
NW	Auto	Painter Avenue	Walnut Street	
SE	Auto	Painter Avenue	Walnut Street	
SW	Auto	Painter Avenue	Quad Signal	
SE	Auto	Whittier Blvd	Scott Avenue	Arco Station
NW	Auto	Whittier Blvd	Scott Avenue	Board Ford
NE	Auto	Painter Avenue	Ramoma	
SE	Auto	Painter Avenue	La Cuarta Street	
NW	Auto	Beverly Blvd	Pickering Avenue	
SW	Auto	Norwalk Blvd	Beverly Blvd	
SE	Auto	Beverly Blvd	Norwalk Blvd	
SW	Auto	Broadway Street	Palm Avenue	
SW	Auto	Broadway Street	Magnolia Avenue	
SW	Auto	Washington	Hadley Street	
NW	Auto	Painter	Oval	
SW	Auto	Philadelphia Street	Lindley	
NE	Auto	Greenleaf Avenue	Orange	
W	Auto	Greenleaf Avenue	S. of Orange	
S	Auto	Hadley (East at End)	East of Elmquist	
NW	Auto	Greenleaf Avenue	Shreve	
NW	Auto	Whittier Blvd	Market Place	Mc Donald's
NW	Auto	Whittier Blvd	Broadway	
NW	Auto	Whittier Blvd	Norwalk	
NE	Auto	Whittier Blvd	Vicki	
NE	Auto	Whittier Blvd	Esparanza	
SW	Auto	Whittier Blvd	Pioneer	Pio Pico
SW	Auto	Whittier Blvd	Western	
SW	Auto	Whittier Blvd	Hadley	
SE	Auto	Philadelphia	Whittier Blvd	
NW	Auto	Philadelphia	Pickering	7-11
SE	Auto	Philadelphia	Washington Ave	Merrill Gardens
SE	Auto	Whittier Blvd	Ocean View	Car Wash
SW	Auto	Whittier Blvd	Gunn	
SW	Auto	Whittier Blvd	Mills	

SE	Auto	Whittier Blvd	Scott	arco
SW	Auto	Whittier Blvd	Whittwood	
SE	Auto	Whittier Blvd	Jordan	
SW	Auto	Whittier Blvd	Valley Home	
NW	Auto	Whittier Blvd	Valley Home	
NE	Auto	Whittier Blvd	Pounds	El Pescador
NW	Auto	Whittier Blvd	Bogardus	Pool Supply
NW	Auto	Whittier Blvd	Santa Gertrudes	Bank
NW	Auto	Whittier Blvd	Scott Avenue	Board Ford
NE	Auto	Colima Road	Whittier Blvd	
NW	Auto	Whittier Blvd	Colima Road	
NE	Auto	Whittier Blvd	Mills	
NW	Auto	Whittier Blvd	Gunn	East Whittier
NE	Auto	Whittier Blvd	Ocean View	
NW	Auto	Whittier Blvd	Strub	
NW	Auto	Whittier Blvd	Michigan	
NE	Auto	Whittier Blvd	Laurel	
NW	Auto	Whittier Blvd	Central	Bank
NW	Auto	La Serna	Janine	
SW	Auto	La Serna	Carretera	